

Bellevue City Council Meeting

Monday, April 22, 2019 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Associate Pastor Andrew Diorio, Midland Bible Baptist Church, 2407 Chandler Road E.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, MINUTES, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of Agenda
 - b. Approval of Consent Agenda (*Items marked with an (*) are approved where this item is, unless otherwise removed*)
 1. * Approval of the Minutes from the April 8, 2019, City Council Meeting
6. * APPROVAL OF CLAIMS
7. ORGANIZATIONAL MATTERS: None
8. SPECIAL PRESENTATIONS:
 - a. Proclamation declaring April 28, 2019, as "Earth Day" (Green Bellevue / Councilman Preister)
 - b. Quarterly Budget Update (Finance Director)
9. APPROVED CITIZEN COMMUNICATION: None
10. LIQUOR LICENSES:
 - a. Recommend approval of St. Bernadette Catholic Church for a Special Designated Liquor License for Church Festival on July 14, 2019, from 12:00 p.m. to 9:00 p.m., 7600 South 42nd Street (City Clerk)
 - b. Recommend approval for Liquor License for Youlin, Inc. dba "Jade Palace" replacing their Class "I-122953" License, 1702 Galvin Road South and approval of Manager Application. (City Clerk)
 - c. Recommend approval of The Crook, Inc. dba "Mixers Pub & Grub" for a Special Designated Liquor License at 910 Fort Crook Road South, on Saturday, June 8, 2019, from 9:00 a.m. to 9:00 p.m. for a Motorcycle Poker Run (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading): None
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 3938 (Annexation Area #1): Request to annex Lot 2, Daniell's Farm Addition except that portion lying west of Quail Drive; Lots 4 and 5, Daniell's Farm Addition; Lot 2, Daniell's Farm Addition Replat 1; Lots 1 and 2, Chadwick Apartments Addition; Lot 1, Katherine Addition; Tax Lots 13 and 26, Section 32, Township 14 North, Range 13 East of the 6th P.M.; part of the northeast quarter of the southeast quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6th P.M.; part of Tax Lot 17A1A, lying east of 40th Street, Section 5, Township 13 North, Range 13 East of the 6th P.M.; Tax Lots 16B, 17A1B, 17A2, 17B, and 18B, Section 5, Township 13 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Planning

Director)

b. Ordinance No. 3939 (Annexation Area #2): Request to annex Lots 1 and 2, Watson's Replat II; Lots 1, 2, and 3, Mr. T's Addition; Lot 1, Cornelius Addition; Lot 1 and the north 100' of Lot 3, Dvorsky's Commercial Industrial Subdivision #II; Lot 1, Bellevue Cable Television Company Replat; Tax Lots 30C and 30D, Section 20, Township 14 North, Range 13 East of the 6th P.M.; Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14 North, Range 13 East of the 6th P.M.; part of the northeast quarter of the northwest quarter, west of railroad, (Parcel # 010609733), Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Planning Director)

c. Ordinance No. 3940 (Annexation Area #3): Request to annex Lots 1 through 32 and vacated 37th Avenue, Barretts Subdivision; Lots 1 through 6, 9 through 20, 21B, and 24 through 30, Evening Vue; Lots 1 and 2, Evening Vue Replat 1; Lots 1 and 2, Evening Vue Replat 2; Lot 1, Clausen Acres; Lots 1 and 2, Paige Hill; Lots 1, 2, and 3, Loftus First Addition; Lot 1, Potter & George Replat 1; Lots 6, 7, and 8, Block 4, Potter & George Company's Subdivision; Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 9A2, and 9B, Block 3, Potter & George Company's Subdivision; Lots 1, 2, and 3, Syslo Addition; Lot 1, Boganowski Subdivision; Lot 1, Davis Subdivision; Tax Lots 1, 2A, 2B, F, and G, Section 21, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Planning Director)

d. Ordinance No. 3941 (Annexation Area #4): Request to annex Lots 1 through 7, Edward Warren Addition; Lots 1 and 2, Denny's Subdivision; Lots 1, 2, and 3, Norton's First Addition; Lots 1 and 2, Cornelison Addition; Lots 1 through 5, Pleasant Valley; Lot 1, J&J Addition; Lot 1, Goers Addition; Lots 1 through 24 and vacated alley, Block 2, Pennington Heights; Lot 1, Armbrust Addition; Lot 2, Lucy's Acres; Lot 2, Lucy's Acres Replat; Lots 17A, 18A, 18B1A, 18B2, 19B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 21 except east 30', north half of Lot 22, 24A, 25, 26, 27, north 15' of Lot 28, south 75' of the south half of Lot 28, and 31A1 west of railroad, Pleasant Hill or Martin's Subdivision; Lots 31C1A and 31D, Pleasant Hill Replat; Tax Lots H2, J1, J2, K1, K2, L1, L2, M, N, O1, O2, P1, P2, Q1, Q2, R1, R2, R3, T1, T2, U, V1B1, north 65' of Tax Lot I-2, and south 75' of Tax Lot I-2, Section 16, Township 14 North, Range 13 East of the 6th P.M., and all abutting county road rights-of-way. Applicant: City of Bellevue (Planning Director)

e. Ordinance No. 3942 (Annexation #6): Request to annex Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East of the 6th P.M.; Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road, Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Planning Director)

f. Ordinance No. 3943 request to amend Section 2-30 of the City Code, pertaining to the City Council's Order of Business. (Pat Shannon).

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 3944: Authorizing a change in City Code pertaining to Fireworks and conforming with rules in Omaha helping with

compliance. Changes include: reduce the sales days by three (3), increasing sale time by one (1) hour per day, days to discharge would change from ten (10) to three (3) days, with an additional hour per day, plus added penalties (Councilman Preister)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request of the 1st City Development, LLC for approval of the Olde Towne Redevelopment Project Plan for property located at 204-210 West Mission Avenue and 2216-2118 Franklin Street (Planning Director)

1. Approval of Resolution 2019-12 Olde Towne Redevelopment Project Plan (Planning Director)

15. RESOLUTIONS:

a. Resolution No. 2019-13: Regarding the City's position on the location of the Mental Health Facility

16. CURRENT BUSINESS:

a. Request approval of a Proposal from Servpro for emergency water mitigation services for the World Baseball Village Concession Building at 14202 Harlan Lewis Road for \$16,273.87 (Public Works Director)

b. Request approval of a Proposal from HDR Engineering for the relocation of the South Lift Station for \$9,970 and authorize the Mayor (Public Works Director).

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current reports

18. CLOSED SESSION: None

19. ADJOURNMENT

MINUTE RECORD

5b1
4-22-19

Bellevue City Council Meeting, April 8, 2019, Page 1

A 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 8th day of April, 2019, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Kathy Welch.

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

Mayor Hike led in the Pledge of Allegiance. Pastor David Lydick, Midlands Bible Baptist Church, 2407 Chandler Road East 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 Welch, to approve the agenda.

Motion was made by Cook, seconded by Shannon, to amend the agenda by removing Item # 16d, approval of a Short Form Agreement with HDR engineering, Inc. for professional services for the South Lift Station Evaluation Project and authorizing the Mayor to sign the project agreement, not to exceed \$4,970. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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

Approval of the Consent Agenda

Motion was made by Cook, seconded by Burns, to approve the consent agenda which included the following: approval of the minutes from March 25, 2019, City Council Meeting, acknowledgement of receipt of the minutes from the March 28, 2019 Planning Commission Minutes, approval of the Claims, approval of the appointments of Stacen Gross and Robert King to the LB840 Committee, approval of the Interlocal Agreement with ProPhoenix and authorizing the Mayor to sign, approval of the maintenance agreement for AVI equipment at the training site and authorizing the Mayor to sign, and approving the Addendum to the Medical Director Contract and authorizing the Mayor to sign. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

ORGANIZATIONAL MATTERS: None Submitted

APPROVED CITIZEN COMMUNICATION: None Submitted

SPECIAL PRESENTATIONS:

Proclamation: Declaring April 7 - 13, 2019 as "National Library Week"

Mayor Hike read a proclamation designating April 7th - 13th as "National Library Week."

Proclamation Declaring April 26, 2018 as "Arbor Day"

Mayor Hike read a proclamation declaring April 26, 2018, as "Arbor Day."

Recognition of TightCuts Barbershop for their Participation in the Sarpy County Cuts for Kids Program

Mayor Hike read a "Letter of Appreciation" on TightCuts Barbershop participation in the program a plaque was presented to owner John James.

Approved Citizen Communication: None Submitted

LIQUOR LICENSES:

Approve recommendation of Willow Springs Bottling Co. Inc. dba Cornhusker Beverage Mart for a Special Designated Liquor License for an Alumni Party on June 1, 2019, from 3 p.m. - 11 p.m., at Daniel J. Gross Catholic High School, 7700 South 43rd Street

Motion was made by Cook, seconded by Preister to recommend approval of Willow Springs Bottling Co. Inc. dba Cornhusker Beverage Mart for a Special Designated Liquor License for an Alumni Party at Daniel J. Gross Catholic High School, 7700 South 43rd Street on June 1, 2019, from 3 p.m. - 11 p.m.

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

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

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Bellevue City Council Meeting, April 8, 2019, Page 2

Ordinances for Adoption: (Third reading) None

Ordinances for Public Hearing: (Second Reading) None

Ordinances for Introduction: (First Reading)

Ordinance No. 3938 (Annexation Area #1): Request to annex Lot 2, Daniell's Farm Addition except that portion lying west of Quail Drive; Lots 4 and 5, Daniell's Farm Addition; Lot 2, Daniell's Farm Addition Replat 1; Lots 1 and 2, Chadwick Apartments Addition; Lot 1, Katherine Addition; Tax Lots 13 and 26, Section 32, Township 14 North, Range 13 East of the 6th P.M.; part of the northeast quarter of the southeast quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6th P.M.; part of Tax Lot 17A1A, lying east of 40th Street, Section 5, Township 13 North, Range 13 East of the 6th P.M.; Tax Lots 16B, 17A1B, 17A2, 17B, and 18B, Section 5, Township 13 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (First Reading)

Ordinance No. 3938, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on April 22nd.

Ordinance No. 3939 (Annexation Area #2): Request to annex Lots 1 and 2, Watson's Replat II; Lots 1, 2, and 3, Mr. T's Addition; Lot 1, Cornelius Addition; Lot 1 and the north 100' of Lot 3, Dvorsky's Commercial Industrial Subdivision #II; Lot 1, Bellevue Cable Television Company Replat; Tax Lots 30C and 30D, Section 20, Township 14 North, Range 13 East of the 6th P.M.; Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14 North, Range 13 East of the 6th P.M.; part of the northeast quarter of the northwest quarter, west of railroad, (Parcel # 010609733), Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (First Reading)

Ordinance No. 3939, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on April 22nd.

Ordinance No. 3940 (Annexation Area #3): Request to annex Lots 1 through 32 and vacated 37th Avenue, Barretts Subdivision; Lots 1 through 6, 9 through 20, 21B, and 24 through 30, Evening Vue; Lots 1 and 2, Evening Vue Replat 1; Lots 1 and 2, Evening Vue Replat 2; Lot 1, Clausen Acres; Lots 1 and 2, Paige Hill; Lots 1, 2, and 3, Loftus First Addition; Lot 1, Potter & George Replat 1; Lots 6, 7, and 8, Block 4, Potter & George Company's Subdivision; Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 9A2, and 9B, Block 3, Potter & George Company's Subdivision; Lots 1, 2, and 3, Syslo Addition; Lot 1, Boganowski Subdivision; Lot 1, Davis Subdivision; Tax Lots 1, 2A, 2B, F, and G, Section 21, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (First Reading)

Ordinance No. 3940, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on April 22nd.

Ordinance No. 3941 (Annexation Area #4): Request to annex Lots 1 through 7, Edward Warren Addition; Lots 1 and 2, Denny's Subdivision; Lots 1, 2, and 3, Norton's First Addition; Lots 1 and 2, Cornelison Addition; Lots 1 through 5, Pleasant Valley; Lot 1, J&J Addition; Lot 1, Goers Addition; Lots 1 through 24 and vacated alley, Block 2, Pennington Heights; Lot 1, Armbrust Addition; Lot 2, Lucy's Acres; Lot 2, Lucy's Acres Replat; Lots 17A, 18A, 18B1A, 18B2, 19B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 21 except east 30', north half of Lot 22, 24A, 25, 26, 27, north 15' of Lot 28, south 75' of the south half of Lot 28, and 31A1 west of railroad, Pleasant Hill or Martin's Subdivision; Lots 31C1A and 31D, Pleasant Hill Replat; Tax Lots H2, J1, J2, K1, K2, L1, L2, M, N, O1, O2, P1, P2, Q1, Q2, R1, R2, R3, T1, T2, U, V1B1, north 65' of Tax Lot I-2, and south 75' of Tax Lot I-2, Section 16, Township 14 North, Range 13 East of the 6th P.M., and all abutting county road rights-of-way. Applicant: City of Bellevue (First Reading)

Ordinance No. 3941, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on April 22nd.

Ordinance No. 3942 (Annexation #6): Request to annex Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East of the 6th P.M.; Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road, Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (First Reading)

Ordinance No. 3942, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and

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Bellevue City Council Meeting, April 8, 2019, Page 3

designating an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on April 22nd.

Ordinance No. 3937, request to amend Section 2-30 of the City Code, pertaining to the City Council's Order of Business (First Reading)

Ordinance No. 3937, 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, was read by title only for the first time and scheduled for public hearing at the Council meeting on April 22nd.

Public Hearings on Matters Other Than Ordinances:

Public Hearing on the request to approve final plat 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 platting of the Southwest ¼ of the Northwest ¼, all located in Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: HRC Belle Lago, LLC. General Location: Southeast of 48th Street and Capehart Road. Case #: S-1902-02

Motion was made by Cook, seconded by Welch to approve the final plat 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 platting of the Southwest ¼ of the Northwest ¼, all located in Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

Mr. Larry Joveun was present on behalf of the developer 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. Mayor Hike declared the public hearing closed.

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

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

RESOLUTIONS: None

CURRENT BUSINESS:

Items approved with consent agenda.

ADMINISTRATION REPORTS:

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

CLOSED SESSION: None

ADJOURNMENT:

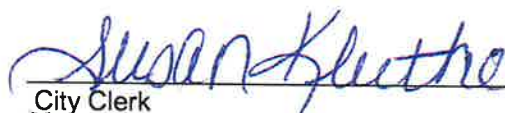
There being no further business to come before the Council at this time, on motion by Shannon, seconded by Welch. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. At 6:25 p.m. the meeting adjourned.


Susan Kluthe, City Clerk



Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on April 8, 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.


City Clerk

MINUTE RECORD

6.
4-22-19

CLAIMS FOR APRIL 22, 2019

PAGE 1

MAYOR

CENTURY LINK	MONTHLY SERVICE-2019-3-22	13.73
SARPY CO ECONOMIC DEV CORP	2019 BOARD LUNCHES	50.00
		<u>\$ 63.73</u>

CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-7	132.45
CENTURY LINK	MONTHLY SERVICE-2019-3-22	27.46
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	5,219.88
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	53.38
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	27.00
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	81.05
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	43.22
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	62.26
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	62.26
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	124.52
MIDLANDS PRINTING	INVITATION CARDS, ENVELOPES-VOLUNTEERS	325.10
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	176.72
		<u>\$ 6,335.30</u>

CITY COUNCIL

METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	145.69
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	145.69
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	145.69
		<u>\$ 437.07</u>

LEGAL SERVICES

ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2017	165.00
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2017	165.00
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2017	412.50
ADAMS & SULLIVAN, PC	COB VS LEGAL MATTERS	288.75
ADAMS & SULLIVAN, PC	RETAINER-MAR 2019	5,850.00
ERICKSON & SEDESTROM, PC	LEGAL FEES	5,180.00
MARK A KLINKER	RETAINER-APR 2019	500.00
WOODS & AITKEN, LLP	LEGAL FEES	7.20
		<u>\$ 12,568.45</u>

CABLE ADVISORY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-7	112.59
CENTURY LINK	MONTHLY SERVICE-2019-3-22	9.15
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	3,857.20
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	23.08
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	23.08
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	29.75
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	29.75
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	62.26
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	62.26
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	62.26
		<u>\$ 4,271.38</u>

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CLAIMS FOR APRIL 22, 2019

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CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-7	99.34
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	20.17
CENTURY LINK	MONTHLY SERVICE-2019-3-22	13.73
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	3,924.31
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	18.84
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	19.94
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	23.67
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	25.29
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	62.26
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	62.26
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	62.26
MONTE EVANS	PICTURES	89.95
SARPY CO REGISTER OF DEEDS	RECORDING FEE	10.00
SHIRLEY HARBIN	REIMBURSE FOR PURCHASE OF FURNITURE, CHAIRS FOR EOC ROOM	200.00
	\$	4,632.02

FINANCE/RISK MANAGEMENT

BELLEVUE PRINTING COMPANY	GENERAL RECEIPTS BOOKS	764.50
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-7	172.19
CENTURY LINK	MONTHLY SERVICE-2019-3-22	68.43
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	8,205.31
INDOFF	OFFICE SUPPLIES	165.89
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	68.36
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	68.36
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	101.69
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	101.69
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	217.91
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	217.91
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	217.91
NEOFUNDS BY NEOPOST	REFILL POSTAGE METER-1500 WALL ST	1,000.00
THE CURE	DISPOSABLE RESPIRATORS	89.95
	\$	11,490.10

LIBRARY

AMBER PASSEY	MILEAGE REIMBURSEMENT	75.40
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-4	431.39
CENTURY LINK	MONTHLY SERVICE-2019-3-22	45.77
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-3-23	107.39
CRYSTAL ANDERSON	MILEAGE REIMBURSEMENT	10.30
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	7,540.89
INDOFF	OFFICE SUPPLIES	156.38
INGRAM LIBRARY SERVICES	BOOKS	3,284.84
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	17.00
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	65.27
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	75.01
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	79.48
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	91.76

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CLAIMS FOR APRIL 22, 2019

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LIBRARY (cont')

METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	249.04
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	249.04
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	249.04
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-4	115.65
MICHELLE BULLOCK	MILEAGE REIMBURSEMENT	92.29
MIDWEST TAPE	VIDEOS	27.49
NE STATE LIBRARY PUBS OFFICE	UPDATE STATE STATUTE BOOKS	145.55
OCLC INC	MONTHLY CATALOGING	1,308.45
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-3-26	1,756.40
OVERDRIVE, INC	DIGITAL BOOKS	1,000.00
RUFF WATERS	AQUARIUM MANAGEMENT	69.99
SIRSI DYNIX	SOFTWARE RENEWAL	13,361.96
STAPLES ADVANTAGE	OFFICE SUPPLIES	165.64
	\$	30,771.42

ADMINISTRATIVE SERVICES

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-7	145.70
CENTURY LINK	MONTHLY SERVICE-2019-3-22	68.65
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	11,228.79
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	89.18
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	89.18
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	109.14
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	109.14
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	280.17
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	280.17
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	280.17
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,998.80
	\$	14,709.09

PUBLIC WORKS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-7	51.83
CENTURY LINK	MONTHLY SERVICE-2019-3-22	54.92
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	6,148.52
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	66.25
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	66.25
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	96.37
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	96.37
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	155.65
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	155.65
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	155.65
ONE CALL CONCEPTS	DIGGERS HOTLINE-MONTHLY LOCATES-MAR 2019	384.68
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	69.24
	\$	7,501.38

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS	716.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-4	45.38
CENTURY LINK	MONTHLY SERVICE-2019-3-22	41.19
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-3-23	363.42

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PARKS (cont'd)

EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	12,380.42
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	82.16
GRAINGER	RESPIRATORS	205.32
MENARDS	SUPPLIES, COMPOST, MANURE, LUMBER	141.73
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	112.57
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	112.57
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	133.12
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	133.12
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	342.43
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	342.43
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	342.43
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-5	116.66
NAPA AUTO PARTS	BLISTER PACK CAPSULES	68.23
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-3-26	3,768.08
PRECISE MRM LLC	GPS POOLED DATA PLAN	172.32
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	3,375.36
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WASTE ZERO	YELLOW TRASH BAGS	275.00
WESTLAKE ACE HARDWARE	GLOVES, SUPPLIES	286.77
	\$ 23,570.13	

RECREATION

BELLEVUE EAST FOOTBALL	YOUTH FLAG FOOTBALL LEAGUE	1,900.00
BPS/LIED CENTER	WINTER MEN'S BASKETBALL LEAGUE FEE	420.00
CASSI YATES	REFUND SPORTS CAMPS	80.00
CENTURY LINK	MONTHLY SERVICE-2019-3-22	59.50
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-3-23	88.39
DILLONS CUSTOMER CHARGES	CONCESSION SUPPLIES	39.32
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	2,109.96
LOU'S SPORTING GOODS	PITCHING MACHINE	2,695.00
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	24.34
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	24.34
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	31.28
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	31.28
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	62.26
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	62.26
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	62.26
MIDWEST IMPRESSIONS	FLAG FOOTBALL T-SHIRTS	806.00
PAY-LESS OFFICE SUPPLY	FOLDING CHAIRS AND TABLES	575.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	48.79
	\$ 9,120.90	

BUILDING MAINTENANCE

ASSOCIATED FIRE PROTECTION	CLEAR DUCT DETECTOR	277.50
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	135.75
BIG RED LOCKSMITHS	KEYS	9.10
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-4	3,006.44
CENTURY LINK	MONTHLY SERVICE-2019-3-22	4.58
ECHO GROUP, INC	LIGHT SENSOR CEILING MOUNT	133.70
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	8,083.14

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BUILDING MAINTENANCE (cont'd)

GALVIN GLASS	REPLACE GLASS FOR CASE	50.29
IDEAL PURE WATER COMPANY	BOTTLED WATER	69.50
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	208.33
KB BUILDING SERVICES	JANITORIAL SERVICES-APR 2019-1510	10,708.50
MENARDS	BROOM, TILE ADHESIVE, BLADES, LUMBER, ALUMINUM, NUTS, CLEANING SUPPLIES	503.09
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	61.86
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	61.86
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	70.25
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	70.25
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	217.91
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	249.04
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	217.91
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-4	575.17
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	446.98
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-3-26	1,547.43
OVERHEAD DOOR COMPANY	3 BUTTON STATIONS, DOOR HINGES, ADJUST SPRINT TENSION	1,061.21
PLIBRICO REFRACTORY CONSTRUCTION	REPAIR LEASK-BASEMENT HALLWAY	310.00
SAFETY KLEEN CORP	FLUORESCENT BULBS	493.00
SECURITY EQUIPMENT	ADDITION TO ACCESS READER-LEGAL	2,674.00
SOUTHERN CARLSON, INC	TOOL REPAIR	28.28
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	1,299.58
VOSS LIGHTING	JANITORIAL SUPPLIES	125.38
WESTLAKE ACE HARDWARE	SPACKLING, CLAM METER, RIVETS, PUSH BROOMS, SUPPLIES	202.54
		\$ 32,902.57

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-4	22.69
CENTURY LINK	MONTHLY SERVICE-2019-3-22	4.58
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-3-23	83.39
DONALD AND/OR BEVERLY STOLTENBERG	BUY BACK PLOTS	600.00
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	1,506.62
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	17.74
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	17.74
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	22.06
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	22.06
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	62.26
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	62.26
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	62.26
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-4	88.44
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-3-26	823.46
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	220.55
		\$ 3,616.11

STREETS

ASPEN EQUIPMENT CO	SPRING ROD	1,280.00
ASPHALT & CONCRETE MATERIALS	ASPHALT	1,874.42
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-4	1,810.94
CENTURY LINK	MONTHLY SERVICE-2019-3-22	41.19

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STREETS (cont'd)

CONSOLIDATED CONCRETE	CONCRETE	1,762.88
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-3-23	274.17
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	37,108.89
FORCE AMERICA, INC	HARNESS FEEDBACK	122.31
IDEAL PURE WATER COMPANY	BOTTLED WATER	11.00
IMSA	MEMBERSHIP DUES-2019	90.00
LOGAN CONTRACTORS SUPPLY	OVERFOOT BOOTS, FLUORESCENT REEL	46.53
LYMAN RICHEY SAND & GRAVEL	SAND	14,839.77
MENARDS	TAPE, REPLACE MAILBOX, SHOVELS, RAKE, NAILS	789.31
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	255.13
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	264.39
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	304.32
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	315.80
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	871.64
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	871.64
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	871.64
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-4	683.22
MICHAELINE LEMPP	REIMB FOR DAMAGED MAILBOX	209.07
MIDWEST RIGHT OF WAY SERVICES, INC	ACQUISITION SERVICES-36TH ST	6,255.00
NEBRASKA IOWA INDUSTRIAL FASTENERS	PLOW BOLTS, LOCK NUTS	573.86
NEWMAN SIGNS	TRAFFIC SIGNS	4,589.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-3-19	14,602.13
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2019-3-19	75,822.51
OMNI	ASPHALT MATERIAL	7,292.04
READY MIXED CONCRETE COMPANY	CONCRETE	5,832.46
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	4,783.21
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		\$ 184,461.89

FLEET MAINTENANCE

A&L HYDRAULICS, INC	HYD SNOW PLOW CYLINDER	282.00
AA WHEEL & TRUCK SUPPLY, INC	SEALS	19.32
ALLIED OIL & TIRE COMPANY	OIL	2,203.96
ARROW TOWING	HEAVY DUTY TOW CHARGE	100.00
ASPEN EQUIPMENT CO	SIGHT GAUGE, LATCH RELEASE, PINS	318.83
AUTO VALUE PARTS - SOUTH OMAHA	STOP AND TAIL LIGHT BULB, PARTS	38.24
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	1,551.85
BAXTER CHRYSLER DODGE JEEP	RADIATOR, HOSE, CAP, SUSPENSION SHOCKS	581.42
BAXTER FORD	PLUGS, PUMP ASSEMBLY, PEDAL, CLAMPS, BRACKETS	3,174.26
BELLEVUE TIRE & AUTO SERVICE	TIRES	386.52
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-4	774.99
BOBCAT OF OMAHA	SPROCKETS, BEARINGS, WASHERS, OIL	365.80
BUMPER & AUTO OF OMAHA	HEADLAMP	205.00
CENTURY LINK	MONTHLY SERVICE-2019-3-22	32.04
COLLECTIVE DATA, INC	AUTOMATED EMAIL WORK ORDER	600.00
CONNECTED AUTOMOTIVE SYSTEM	CONNECTORS, ADAPTER KITS	1,614.00
CONSOLIDATED ELECTRICAL DIST	PLUG FOR SAW	15.05

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FLEET MAINTENANCE (cont'd)

CORNHUSKER INTERNATIONAL TRUCKS	RETRACTABLE BELT, SWITCH, V-BLTS, CLAMPS, RADIATOR HOSE	1,617.15
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-3-23	107.39
DANIELSON / TECH SUPPLY	WHEEL WEIGHTS	127.30
DANKO EMERGENCY EQUIPMENT	VALVES	1,547.20
ELKHART BRASS MFG CO	REBUILD PISTON VALVES	1,539.56
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	19,510.81
FACTORY MOTOR PARTS CO	SPARK PLUGS, GEAR OIL, BRAKE LINING, FILTERS, WATER PUMP	447.11
FLEET PRIDE	LUGS	19.25
GCR TIRES & SERVICE	TIRES	153.98
GRAINGER	FANS FOR MOWERS	84.58
INDOFF	BRIEFCASE FOR LAPTOP, OFFICE SUPPLIES	113.45
INLAND TRUCK PARTS CO	ROTORS, DISK PAD SETS, DUST SHIELDS, BRAKE DRUMS	2,525.97
INTERSTATE BATTERIES	BATTERY	96.95
J & J SMALL ENGINE SERVICE	HYD FILTERS, SCREWS, FILTERS, CASTERS	257.87
JIM HAWK TRUCK TRAILERS	CONNECTORS, BRAKLEEN	231.74
KELLY SUPPLY COMPANY	DISPOSABLE GLOVES	39.53
LIONS AUTOMOTIVE, I NC	REPLACE SEAT CUSHIONS	410.00
MATHESON TRI-GAS INC	WELDING SUPPLIES	1,765.51
MENARDS	STACK BINS, WRENCHES, BATTERIES, PRIMER, SPRINGS	344.51
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	145.54
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	145.54
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	182.32
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	182.32
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	466.95
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	466.95
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	466.95
MICHAEL TODD & COMPANY	PIVOT PINS	110.16
NAPA AUTO PARTS	OZZY JUICE, WINDSHIELD WASHER, FILTERS, SENSORS, RADIATOR, CLAMPS, BEARINGS, GEAR WRENCHES	1,378.49
NEBRASKA IOWA INDUSTRIAL FASTENERS	SUPPLIES, DRILL BITS, HEAT SHRINK, BLADES, EYELETS, CONNECTORS	786.64
NMC EXCHANGE LLC	RADIATOR	1,666.58
NORTHERN TOOL & EQUIPMENT	AIR HOSE	141.98
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-3-26	1,208.31
OMAHA SLINGS	WIRE ROPE CLIPS, CHAIN SLINGS	993.27
O'REILLY AUTOMOTIVE PARTS	BRAKE TOOL, EXTERIOR DOOR HANDLE	48.86
P&M HARDWARE	FILTERS	213.09
QUALITY TIRES, INC	TIRES FOR MOWERS	267.00
SCHAEFFER MANUFACTURING CO	OIL, DEGREASER, CHAIN LUBE	1,800.96
SERVICE EXPRESS CO	COUPLER	21.06
STATE STEEL	SQUARE TUBING, HOT ROLLED STEEL	1,057.74
SWAN ENGINEERING	PARTS	30.46
TERMINAL SUPPLY CO	PIN TERMINALS, CONNECTORS	115.30

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FLEET MAINTENANCE (cont'd)

TOOL SHED	TIP HOLE SAW FOR METAL, SOCKETS, GRINDING WHEEL	281.68
TRI-V TOOL & MFG CO	MOLD BOARD BRACKET	1,062.00
TURFWERKS	CARTRIDGE, FILTERS, BUSHINGS	534.18
TY'S OUTDOOR POWER & SERVICE	FUEL PUMP	6.98
UPS STORE	FREIGHT TO SEND BACK WRONG PARTS	14.42
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	377.87
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WESTLAKE ACE HARDWARE	EXTENSION CORDS, FERRULE STOPS	65.94
WICK'S STERLING TRUCKS	CAB AIR SPRINGS, PARTS, STARTER	380.78
	\$	57,900.86

SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEE-MAR 2019	237,361.00
	\$	237,361.00

PLANNING

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-7	46.65
CENTURY LINK	MONTHLY SERVICE-2019-3-22	13.73
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	3,109.92
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	28.89
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	38.62
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	37.99
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	50.25
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	93.39
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	93.39
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	62.26
NEBRASKA PLANNING & ZONING	NPZA CONFERENCE	295.00
	\$	3,870.09

PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-7	62.20
CENTURY LINK	MONTHLY SERVICE-2019-3-22	22.88
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	13,320.66
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	82.27
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	82.27
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	103.83
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	103.83
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	249.04
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	249.04
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	249.04
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	714.63
	\$	15,239.69

POLICE/CODE ENFORCEMENT

88 TACTICAL GROUP INC	RANGE USE	375.00
A&C TREE SERVICE	REMOVE HANGING LIMBS	185.00
ABS TREE CARE	REMOVE ELM TREE	285.00
ACTION SIGNS	INSTALL GRAPHICS ON CRUISER, MRAP	681.45
BELLEVUE ANIMAL HOSPITAL	VET VISIT	100.00

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POLICE/CODE ENFORCEMENT (cont'd)

BELLEVUE FORT CROOK, LLC	RENT FOR K9 BUILDING-MAY 2019	1,200.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-7	1,135.12
CAPITAL BUSINESS SYSTEMS, INC	STAPLES FOR COPIER	119.42
CDWG GOVERNMENT	COMPUTER SUPPLIES	533.71
CENTURY LINK	MONTHLY SERVICE-2019-3-22	434.53
CHAD W REED	REIMB TRAINING EXPENSES	478.90
COMMERCIAL SOLUTIONS	NOTARY BOND-HOFFMAN, BROWN	80.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-3-23	83.39
COX COMMUNICATIONS	SUBPEONA FEE FOR INVESTIGATIONS	50.00
CULLIGAN OF OMAHA	BOTTLED WATER	280.80
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	138,072.13
FEDERAL EXPRESS CORPORATION	SHIPPING CHARGES	9.53
GRAPHIC DESIGNS INTERNATIONAL, INC	NEW CRUISER GRAPHICS	142.25
GT DISTRIBUTORS, INC	TRAINING AMMO	1,054.60
INDOFF	OFFICE SUPPLIES	308.56
INFOSAFE SHREDDING	SHREDDING SERVICE	180.00
INTERNATIONAL CONFERENCE OF POLICE	POLICE CHAPLAIN MEMBERSHIP DUES	125.00
LINDSEY BETSWORTH	REIMB TRAINING EXPENSES	284.83
LP POLICE	MONTHLY LOCATE PLAN FEE-MAR 2019	129.95
MAGNET FORENSICS	MAGNET RENEW LICENSE	3,075.00
MEDTRONIC PHYSIO-CONTROL	AED MAINTENANCE-DEC 2018/JUN 2019	2,772.00
MENARDS	PORTABLE KEYSAFE	26.99
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	887.02
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	887.02
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	1,698.23
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	1,698.23
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	3,538.84
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	3,767.92
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	3,705.64
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	RIFLE RECERTIFICATION, DESERT SNOW TRAINING	392.00
NEPTUNE UNIFORMS	GOLD ACADEMY PINS	105.30
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-3-26	233.93
PEN-LINK	PLX MAPPING TRAINING-HOLM	899.00
PRIORITY 1 FITNESS	SHIPPING ROPE FOR FITNESS MACHINE	24.75
SARPY COUNTY TREASURER	LRMS COST SHARING	38,972.60
SECRETARY OF STATE	NOTARY FEES-PETTIT, HOFFMAN	60.00
SPAN PUBLISHING	NAT'L DIRECTORY OF LAW ENF ADMIN	149.00
TRAVELERS	LIABILITY CLAIMS	18,137.00
TRI-TECH FORENSICS, INC	STORAGE BOXES FOR EVIDENCE	215.10
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	13,723.57
VERIZON	MONTHLY SERVICE	80.02
WESTLAKE ACE HARDWARE	GLOVES	25.97

\$ 241,404.30

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	116.13
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-4-4	1,131.63
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	2,572.81

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FIRE & RESCUE (cont'd)

CENTURY LINK	MONTHLY SERVICE-2019-3-22	118.99
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-3-23	576.95
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	62,054.79
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	599.15
MAX I WALKER	UNIFORM PURCHASE-GLASSBURNER	289.96
MENARDS	SUPPLIES, DUCT TAPE, CLEANING	103.36
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	503.34
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	487.00
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	789.14
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	768.14
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	1,805.52
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	1,836.67
METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	1,920.08
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-4	3,087.18
MILLARD ELECTRONICS, INC	REPAIR MICROWAVE-DIST3	78.10
MILLER DISTRIBUTORS, INC	BATTERIES	297.96
NEBRASKA TOTAL CARE	REIMBURSEMENT	392.86
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-3-26	8,126.76
U.S. CELLULAR	MONTHLY SERVICE-2019-3-10	494.09
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	7,587.07
	\$	95,737.68

NON-DEPARTMENTAL/CONTRACTS

BKD & ASSOCIATES, LLP	2018 AUDIT PROGRESS #4-FINAL	17,100.00
CENTURY LINK	MONTHLY SERVICE-2019-3-22	725.84
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-3-23	430.81
GREATER BELLEVUE AREA CHAMBER OF	ECONOMIC DEVELOPMENT CONTRACT	3,000.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-MAY 2019	13,133.40
	\$	34,390.05

INFORMATION

CORE TECHNOLOGIES, INC	UC ADMINISTRATOR REMOTE SUPPORT	56.25
DIVERSIFIED TELECOM SERVICES, INC	RELAMP 2 SIDE MARKERS ON TOWER	1,284.00
	\$	1,340.25

WASTEWATER

CENTURY LINK	MONTHLY SERVICE-2019-3-22	52.92
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-3-23	83.39
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	8,716.18
MENARDS	BATTERY TESTER, CONNECTORS, BOTTLED WATER, TEST PLUGS, DRUM FAN, GLOVES	725.64
METLIFE DIVISION 2	LIFE INSURANCE-APR 2019	95.29
METLIFE DIVISION 2	LIFE INSURANCE-MAR 2019	95.30
METLIFE DIVISION 2	LTD INSURANCE-APR 2019	114.01
METLIFE DIVISION 2	LTD INSURANCE-MAR 2019	114.00
METLIFE INSURANCE	DENTAL INSURANCE-FEB 2019	373.56
METLIFE INSURANCE	DENTAL INSURANCE-MAR 2019	342.41

MINUTE RECORD

CLAIMS FOR APRIL 22, 2019

PAGE 11

WASTEWATER (cont'd)

METLIFE INSURANCE	DENTAL INSURANCE-APR 2019	425.84
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-4-5	454.23
NAPA AUTO PARTS	PARTS CLEANER SOLVENT	92.40
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-3-26	3,446.09
U.S. CELLULAR	MONTHLY SERVICE-2019-3-10	113.70
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	4,389.86
VALLEY CORPORATION	EMERGENCY SEWER REPAIR-48TH ST	6,238.95
		\$ 25,873.77

COMMUNITY BETTERMENT

BELLEVUE COMMUNITY FOUNDATION	LIGHTS AND MATERIALS FOR LIGHT UP BELLEVUE	75,000.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-3-26	100.16
		\$ 75,100.16

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	REIMB FOR CDBG SUPPORT-APR 1-5, 2019	950.86
ABBY HIGHLAND	CDBG SUPPORT	3,539.25
BELLEVUE JR SPORTS ASSOCIATION	BJSA PARTICIPATION ASSISTANCE	1,380.00
		\$ 5,870.11

TOTAL CLAIMS FOR APR 22, 2019 \$1,140,539.50

TOTAL PAYROLL FOR APR 5, 2019 \$ 965,561.52

City of Bellevue Nebraska

Office of the Mayor

8a
4-22-19


Earth Day Proclamation 2019

- WHEREAS:** Almost 50 years ago, on April 22, 1970, in massive coast-to-coast rallies, 22 million Americans took to the streets, parks, and auditoriums to take a stand for a healthy, sustainable environment; and
- WHEREAS:** Today humanity is facing a variety of environmental impacts all over the globe. This year, the Earth Day Network is mobilizing the world to protect our species, as all living things have an intrinsic value, and each plays a unique role in the complex web of life; and
- WHEREAS:** Sarpy County strives to be a good steward of the environment, a cause that requires cooperation from government organizations, community leaders, business owners, and residents to bring awareness to the impact we each make on the environment and inform decision making at every level; and
- WHEREAS:** The Sarpy County Earth Day Celebration & Expo, now in its sixth year, provides our community an opportunity to learn and be inspired to conserve, protect, and appreciate our natural resources and community; and
- WHEREAS:** In Bellevue, we pledge to Take Steps to a Cleaner Future by focusing on meeting the needs of the present without compromising the needs of future generations.

Now Therefore, I Mayor Rusty Hike have the distinct honor of
Proclaiming April 28, 2019

Earth Day
in the City of Bellevue, Nebraska.




Rusty Hike, Mayor

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

10a.
4-22-19

COUNCIL MEETING DATE:	April 22, 2019	AGENDA ITEM TYPE:
SUBMITTED BY: City Clerk's Office	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"/>

SUBJECT:

Application of St. Bernadette Catholic Church for a special Designated Liquor License

SYNOPSIS:

Recommend approval of St. Bernadette Catholic Church for a Special Designated Liquor License for Church Festival on July 14, 2019, from 12:00 p.m. to 9:00 p.m.

FISCAL IMPACT:

One Day License Fee - \$40.00

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

The Police have reviewed the application and given feedback (see attached). Request Council to make a recommendation to the NLCC.

BACKGROUND:

Special Designated Liquor License (SDL's) 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:


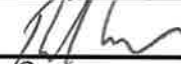

1	Application	4	
2	Police Report	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

**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

ST. BERNADETTE CATHOLIC CHURCH

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

7600 SOUTH 42ND STREET, BELLEVUE, NE 68147

Retail Liquor License Address or Non-Profit Business Address

47-0490692

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 07/14/2019

Event Date(s):

Event Start Time(s): 12:00PM

Event End Time(s): 9:00 PM

Alternate Date: **NONE**

Alternate Location Building & Address: **NONE**

Event Building Name: **ST. BERNADETTE CATHOLIC CHURCH**

Event Street Address/City: **7600 SOUTH 42ND STREET, BELLEVUE, NE 68147**

Indoor area to be licensed in length & width: **80' X 50'**

Outdoor area to be licensed in length & width: **600' X 400'** (Diagram Form #109 must be attached)

Type of Event: **CHURCH FESTIVAL** Estimate # of attendees: **500**

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: **ANDREW P. FLANAGAN** Event Contact Phone Number: **402-881-5861**

Event Contact Email: **anmflanagan@cox.net**

*Signature Authorized Representative: *Harold J. Buse* Printed Name **HAROLD J. BUSE**

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 **BELLEVUE** **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.

ST. BERNADETTE CATHOLIC CHURCH, BELLEVUE, NE

NAME OF CORPORATION

47-0490692

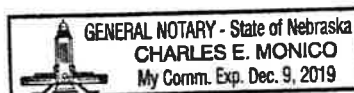
FEDERAL ID NUMBER

Harold J. Bus Secty - Treas
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 27th DAY OF March 2019

Charles E. Monico
NOTARY PUBLIC SIGNATURE & SEAL



(MUST BE SENT WITH APPLICATION A MINIMUM OF 30 DAYS PRIOR TO THE DATE OF THE EVENT)

WHY DOUBLE FENCING IS NOT AVAILABLE

TYPE OF FENCING TO BE USED **NONE**

HEIGHT OF FENCING TO BE USED N/A

HOW AREA WILL BE PATROLLED

EXPECTED NUMBER OF ATTENDEES 500

DIAGRAM OF PROPOSED AREA:



**APPLICATION FOR A
SPECIAL DESIGNATED LIQUOR LICENSE**

POLICE REPORT

DATE OF COUNCIL MEETING: 04-22-18 Due to City Clerk: ASAP

APPLICANT: St. Bernadette Catholic Church dba same

LOCATION/ADDRESS: 7600 South 42nd Street, Bellevue, 68147

REQUESTED ACTION: Approval of a Special Designated Liquor License to sell beer during a church festival on July 14, 2019 from 12:00 p.m. until 9:00 p.m.

Event Supervisor: Andy Flanagan Phn #: 402-881-5861
E-mail: anmflanagan@cox.net

COMMENTS:

Approved

Sgt. DJ

4/16/19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

106.
4-22-19

COUNCIL MEETING DATE:	April 22, 2019	AGENDA ITEM TYPE:
SUBMITTED BY: City Clerk's Office	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input checked="" type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input checked="" type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Application for Liquor License for Youlin, Inc., dba "Jade's Palace" replacing their Class "I-122952" License

SYNOPSIS:

Recommendation to approve Liquor License for YouLin Inc., dba "Jade's Palace" replacing their Class "I-122952" Liquor License

FISCAL IMPACT:

--

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

The Police have reviewed the application and given feedback (see attached). Request Council to make a recommendation to the NLCC.

BACKGROUND:

Liquor License Applications are turned in directly to the City Clerk's Office. They are reviewed by the Police, a Notice of Hearing is advertised, submitted to the City Council for review and recommendation, after a public hearing, 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:

**NOTICE OF HEARING ON APPLICATION
FOR A CLASS "I" LIQUOR LICENSE**

Notice is hereby given that Youlin Inc. dba "Jade Palace" has filed an application replacing Application for a Class **"I-122952"** liquor license at 1702 Galvin Road, Bellevue, Nebraska.

A hearing on the application will be held in the Council Chambers at City Hall, 1500 Wall Street, Bellevue, on April 22, 2019, at 6:00 p.m., at which time all persons desiring to give evidence before the City Council will be heard.

Susan Kluthe
City Clerk

Please publish one time on April 10, 2019, and furnish Proof of Publication.

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date delivered from NLCC office: **March 27, 2019 TB**

I, _____ Clerk of _____
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Section 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Youlin Inc dba Jade Palace

1702 Galvin Road S, Bellevue, Ne (Sarpy County)

Replacing Application for Class I-122952

45 days – 05-13-2019

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 and not more than 14 days before time of hearing.

Check one: Yes _____ No _____

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. Check one: Motion Passed: _____ Motion Failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page(s) if necessary)

SIGN HERE _____ DATE _____
(Clerks Signature)

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

RECEIVED

MAR 26 2019


**NEBRASKA LIQUOR
CONTROL COMMISSION**

Hot List: YES <input checked="" type="radio"/> NO	New/Replacing # <u>106692</u>
Class Type <u>I</u>	License Number <u>122952</u> Initial <u>TB</u>

122952

Applicant name ~~YouLin Fan~~ YouLin Inc
Trade name ~~YouLin Inc~~ Jade Palace
Previous trade name YunLong LLC
Contact email address Youlinfan1957@gmail.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

Office use only PAYMENT TYPE <u>C.R.# 1251</u> AMOUNT <u>\$400.00</u> Rec # <u>169740</u>	Received: <u>114</u>  1900003420
--	--

1. ☒ Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. ☒ Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. ☒ Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. ☒ If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. ☐ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. ☐ If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. ☒ If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. ☐ Enclose a list of any inventory or property owned by other parties that are on the premises.
9. ☐ For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card ☒
 - c. See guideline for further assistance
10. ☒ Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. ☒ Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

(X) Holliman
Signature

(X) 03-25-2019
Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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/

RECEIVED

MAR 26 2019

**NEBRASKA LIQUOR
CONTROL COMMISSION**

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

- ☐ A BEER, ON SALE ONLY
☐ B BEER, OFF SALE ONLY
☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
☒ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
☐ AB BEER, ON AND OFF SALE
☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

☐ Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- ☒ Individual License (requires insert 1 FORM 104)
☐ Partnership License (requires insert 2 FORM 105)
☐ Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
☐ Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name _____ Phone number: _____

Firm Name _____

PREMISES INFORMATION

Trade Name (doing business as)

Jade palace

Street Address #1

1702 Galvin Rd S.

Street Address #2

City

Bellevue

County

Sarpy

Zip Code

68005

Premises Telephone number

402-293-8089

Business e-mail address

Jade68005@yahoo.com

Is this location inside the city/village corporate limits:

YES

☒

NO

☐

Mailing address (where you want to receive mail from the Commission)

Name

You Lin FAN

Street Address #1

1702 Galvin Rd S.

Street Address #2

City

Bellevue

State

NE

Zip Code

68005**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED****READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 54 x width 45 in feet

Is there a basement?

Yes

No

If yes, length

x width

in feet

Is there an outdoor area?

Yes

No

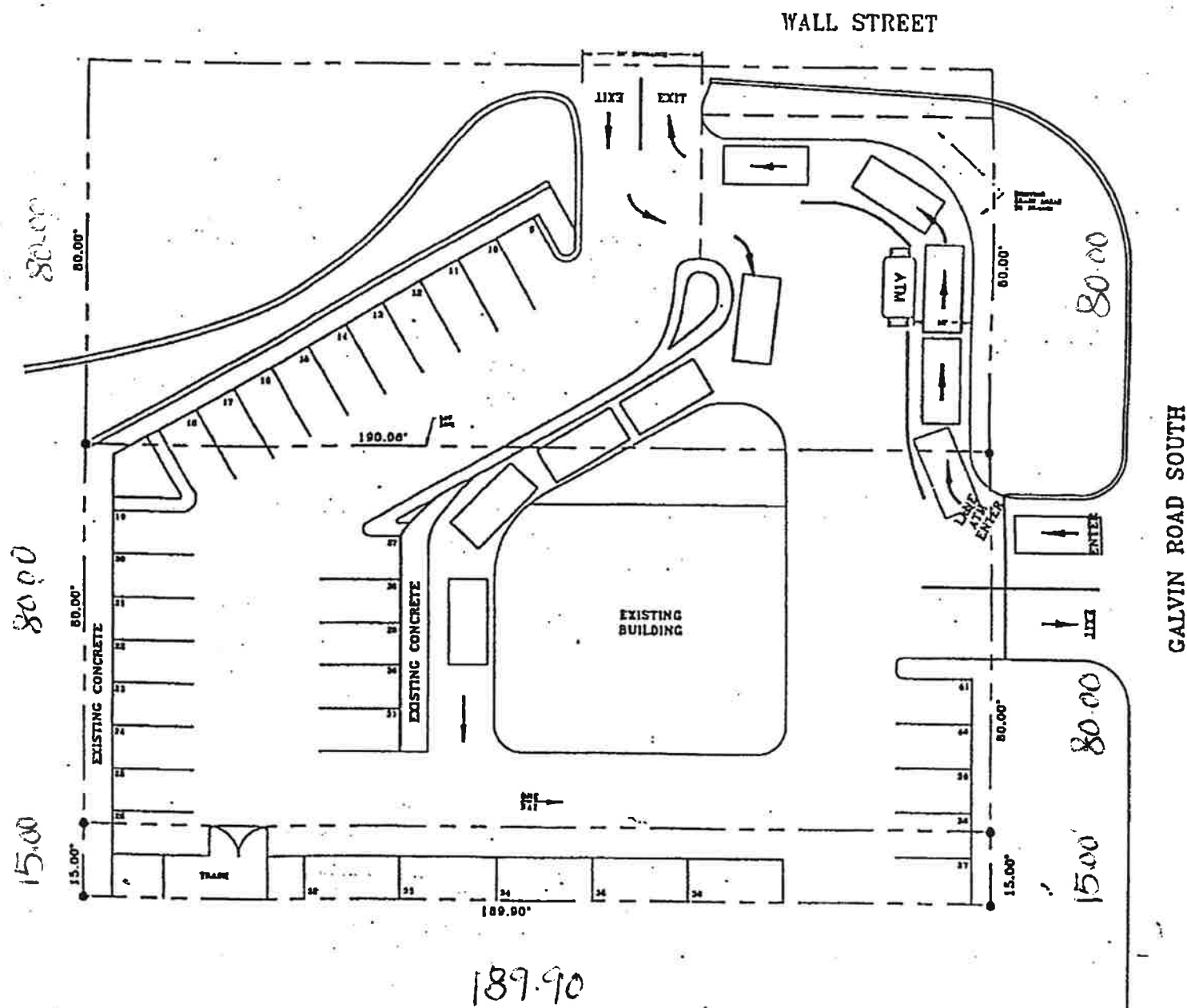
If yes, length

x width

in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

See attachment



寬 = 53' 9"

Page 1 of 1

長

64' 9"



APPLICANT INFORMATION**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

 YES X NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Are you buying the business of a current retail liquor license?

 ✓ YES NO

If yes, give name of business and liquor license number 106692

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

 ✓ YES NO

If yes, give name and license number YunLong LLC #106692

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

 ✓ YES NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

____ YES ☒ NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

____ YES ☒ NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

____ YES ☒ NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

____ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

____ YES ☒ NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

You Lin FAN Wells Fargo bank Zi Long Fan.

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

NONE

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
You Lin Fan	03-2019	Responsible beverage service training
Liang Fang Cao	03-2019	Responsible beverage service training

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
You Lin Fan (Manager)	04-2017	Jade Palace : 1702 Gavin Rd S. Bellevue NE 68005

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

☒ Lease: expiration date _____
☐ Deed
☐ Purchase Agreement

14. When do you intend to open for business? 04-01-2019

15. What will be the main nature of business? Asian Food

16. What are the anticipated hours of operation? 11Am-9:30pm

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Qianjiang Jiyukou Guanmiaocun Hubei, CHINA	2009	2017	Qianjiang Jiyukou, Guanmiaocun Hubei, CHINA	2009	2017
Bellevue NE	2017	2019	Bellevue NE	2017	2019

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

x Yulin Fan
Signature of Applicant

x Cooliang Fang
Signature of Spouse

Yulin Fan
Print Name

Cooliang Fang
Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

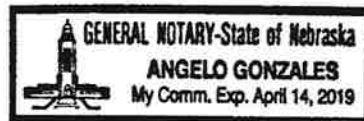
ACKNOWLEDGEMENT

State of Nebraska
County of Surry

26th day of March, 2019
date

The foregoing instrument was acknowledged before me this
by Yulin Fan and Cooliang Fang
name of person(s) acknowledged (individual(s) signing)

Angelo Gonzales
Notary Public signature



RECEIVED

**APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a**

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

Office Use

MAR 26 2019

NEBRASKA LIQUOR
CONTROL COMMISSION

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation

Name of Registered Agent: MAX LAU

Name of Corporation that will hold license as listed on the Articles

YOU LIN INC

Corporation Address: 1702 GALLIN RD S.

City: Bellevue State: NE Zip Code: 68005

Corporation Phone Number: 402-293-8089 Fax Number: 402-557-6275

Total Number of Corporation Shares Issued: 100%

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: Fan First Name: YOU LIN MI: _____

Home Address: 512 WILSHIRE DR City: Bellevue

State: NE Zip Code: 68005 Home Phone Number: 402-850-3368

YOU LIN FAN

Signature of President/CEO

ACKNOWLEDGEMENT

State of Nebraska
County of Sarpy The foregoing instrument was acknowledged before me this

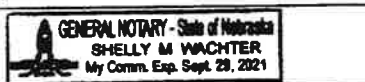
3/26/2019 by YOU LIN FAN

Date

name of person acknowledge

Shelly M Wachter

Affix Seal



List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Fan First Name: YouLin MI: _____

Social Security Number: _____ Date of Birth: _____

Title: President Number of Shares 100%

Spouse Full Name (indicate N/A if single): Liang Fang Cao

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation controlled by another corporation/company?

☐ YES

☒ NO

If yes, complete controlling corporation insert form 185

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: _____ Ending Date: _____

Is this a Non-Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID # _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

COPY

ARTICLES OF INCORPORATION
OF
YOULIN, INC.

I, the undersigned natural person of the age of twenty-one years or more, acting as incorporator of a corporation under the Nebraska Model Business Corporation Act, adopt the following Articles of Incorporation for such corporation:

ARTICLE I
NAME

The name of the corporation is Youlin, Inc.

ARTICLE II
DURATION

The period of the corporation's duration is perpetual.

ARTICLE III
PURPOSES

(a) The transaction of any and all lawful business for which corporations may be incorporated under the Nebraska Model Business Corporation Act; and

(b) To do everything necessary, proper, advisable and convenient for the accomplishment of the purposes hereinabove set forth, and to do all other things incidental thereto or connected therewith which are not forbidden by the laws of the State of Nebraska or by these Articles of Incorporation.

ARTICLE IV
POWERS

The corporation shall have and exercise all powers and rights conferred upon corporations by the Nebraska Model Business Corporation Act and any enlargement of such powers conferred by subsequent legislative acts; and, in addition thereto, the corporation shall have and exercise all powers and rights, not otherwise denied corporations by the laws of the State of Nebraska, as are necessary, suitable, proper, convenient or expedient to the attainment of the purposes set forth in ARTICLE III above.

Nebraska Secretary of State

YOULIN, INC.

Tue Mar 26 15:51:34 2019

SOS Account Number

1901000278

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

MAX LAU

10685 BEDFORD AVE STE 120

OMAHA, NE 68134

Nature of Business

Not Available

Entity Type

Domestic Corp

Qualifying State: NE

Date Filed

Jan 02 2019

Filed Documents

Filed documents for YOULIN, INC. may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Articles of Incorporation	Jan 02 2019	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Feb 06 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation**\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

MAR 26 2019

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Name of Corporation/LLC: YouLin Inc.

Liquor License Number: _____ Class Type: _____ (if new application leave blank)

Premise Trade Name/DBA: Jade Palace

Premise Street Address: 1702 Galvin Rd S.

City: Bellevue County: NE Zip Code: 68005

Premise Phone Number: 402-293-8089

Premise Email address: Jade68005@yahoo.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

x YouLin Inc

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Fan First Name: YouLin MI: _____
Home Address: 512 Wilshire Dr
City: Belleuve County: Sarpy Zip Code: 68005
Home Phone Number: 402-850-3368
Driver's License Number & State: _____
Social Security Number: _____
Date Of Birth: _____ Place Of Birth: CHINA
Email address: YouLinFan1957@gmail.com

Are you married? If yes, complete spouse's information. (Even if a spouse is not a U.S. citizen.)

☒ YES

☐ NO

Spouses Last Name: Cao First Name: Liangfang MI: _____
Social Security Number: _____
Driver's License Number & State: _____ NE
Date Of Birth: _____ Place Of Birth: CHINA

ALL MOST RECENT RESIDENCES FOR THE SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Belleuve NE</u>	<u>2017</u>	<u>2019</u>	<u>Belleuve NE</u>	<u>2017</u>	<u>2019</u>
<u>Qianjiang Hubei</u>	<u>2009</u>	<u>2017</u>	<u>Qianjiang Hubei</u>	<u>2009</u>	<u>2017</u>

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2017	2019	Jacke Palace	Jerry	402-293-8089
2012	2017	Self-employed	You Lin Fan	402 159-2603-8890

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☐ YES ☒ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☐ YES ☒ NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

State Alcohol

*NLCC Training Certificate Issued: certificate Name on Certificate: You Lin Fan

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
You Lin Fan	03/2019	Responsible beverage service training

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Manager	03-2017	Jade Palace - 1702 Galvin Rd. S. Bellevue

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

PERSONAL OATH AND CONSENT TO WAIVE RIGHTS

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

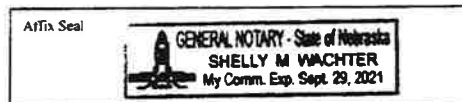
Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

x Youlin Fan Signature of Manager Applicant x Carol Wang Yang Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Sarpy The foregoing instrument was acknowledged before me this
3/26/2019 date by Youlin Fan NAME OF PERSON BEING ACKNOWLEDGED

[Signature]
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

ARTICLE V
AUTHORIZED SHARES

The aggregate number of shares which the corporation shall have the authority to issue is 10,000 shares of common stock and the par value of each of said shares shall be \$1.00.

No holder of any capital stock of this corporation of any class or series now or hereafter authorized shall, as such holder, have any preemptive or other right to purchase or subscribe for any shares of the capital stock of any class or series which this corporation may issue or sell.

ARTICLE VI
LIMITATION OF
DIRECTOR LIABILITY

Directors of the corporation shall not be liable to the corporation or its shareholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (i) the amount of a financial benefit received by a director to which the director is not entitled, (ii) an intentional infliction of harm on the corporation or the shareholders, (iii) a violation of section 21-2,104 of the Nebraska Model Business Corporation Act, or (iv) an intentional violation of criminal law.

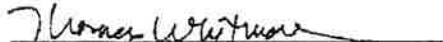
ARTICLE VII
INITIAL REGISTERED OFFICE AND
INITIAL REGISTERED AGENT

The street address of the initial registered office of the corporation is: 10685 Bedford Ave, #120, Omaha, Nebraska 68134. The name of the registered agent at such address is: Max Lau.

ARTICLE VIII
NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator is: Thomas E. Whitmore, 7602 Pacific Street, Suite 200, Omaha, Nebraska 68114.

DATED: December 20, 2018


Thomas E. Whitmore,
Sole Incorporator

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/psp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

Trade Name: Jacke palace

Name of Person Bring Fingerprinted: YouLin Fan

Date of Birth: Last 4 SSN: Date fingerprints were taken: 03-11-2019

Location where fingerprints were taken: NE state patrol troop A

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

X YouLin Fan

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

YOULIN FAN

holds a

State Alcohol certificate

Permit # RB-0108655

Permit Expires: 03-11-2022 Amount Paid: \$



Responsible Beverage Service Training
N E B R A S K A

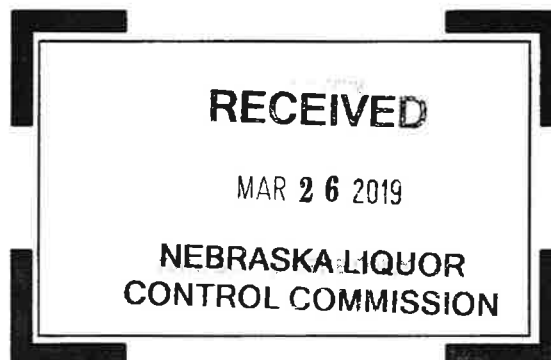




General	Credential	Number	Earned	Expires
Youlin Fan 512 wilshire dr Bellevue NE 68005	STATE ALCOHOL	RB-0108655	03-11-2019	03-11-2022

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



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It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nspsp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: *Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

Trade Name: Jacke Palace

Name of Person Bring Fingerprinted: Liang Fang Cao

Date of Birth: 11-11-1971 Last 4 SSN 1111 Date fingerprints were taken: 3-26-2019

Location where fingerprints were taken: NE State patrol troop A

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

X Cao Liang Fang

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

LIANGFANG CAO

holds a

State Alcohol certificate

Permit # RB-0108657

Permit Expires: 03-11-2022 Amount Paid: \$



Responsible Beverage Service Training
N E B R A S K A



General	Credential	Number	Earned	Expires
Liangfang Cao 512 wilshire dr Bellevue NE 68005	STATE ALCOHOL	RB-0108657	03-11-2019	03-11-2022

LEASE

This lease is made and entered into this 1st day of April 2019, between **Zilong Fan (Landlord)** and **You Lin INC. (Tenant)**.

1. **Lease Premises:** Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises which are located on the property at 1702 Galvin Road South, Bellevue, NE, Sarpy County, Nebraska (Property). The lease premises contain approximately 2,395 gross leasable square feet.
2. **Lease Term:** The term of the Lease shall be for five (5) years beginning the 1st day of April 2019 and ending on the 31th day of March 2024, unless earlier terminated as herein provided.
3. **Financial Statements:** Tenant shall provide Landlord with Tenant's financial statement and the financial statements of Tenant's owners/officers, whether Tenant is a sole proprietor, partnership, corporation, company or other business entity, prior to the signing of this Lease by Landlord and annually thereafter upon the written request of Landlord.
4. **Acceptance and Occupancy:** Occupancy of the Leased Premises by the Tenant shall constitute acceptance of the Leased Premises by the Tenant.
5. **Rental:** Tenant shall pay Landlord without demand, deduction or set off, at such place or places as the Landlord may designate from time to time in writing, Base Rent for the Leased Premises, the sum of Two Hundred Forty Thousand dollars (\$240,000.00) payable in monthly installments as follow:
For the period from April 2019 to Oct 31, 2024, \$4,000.00 per month.
Base Rent shall be payable monthly in advance on the 5th day of each month, at the resident of Zilong Fan, 12107. S. 79th ST, Papillion, NE, 68046, or at such other place as the Landlord shall direct.
6. **Security Deposit:** None
7. **Late Charge:** If any amount due Landlord hereunder is not received by Landlord on or before the 10th day following the due date thereof, Tenant agrees to pay Landlord a late charge in the amount of 5% per month of the amount past due, and if not received by Landlord on or before the 10th day following the due date thereof, Tenant agrees to pay Landlord a late charge in the amount of 10% per month of the amount past due.
8. **Business Use:** The Leased Premises shall be used and occupied only for a restaurant and activities reasonably and necessarily related thereto and for no other purpose without written consent of Landlord. Tenant agrees continuously and uninterruptedly (except when prevented from doing so by reason of fire or other casualty) to conduct its business in the Leased Premises during the lease term and any extension thereof. Tenant agrees promptly to comply with all laws, ordinances, rules, and regulations affecting the Leased Premises and promulgated by duly constituted governmental authorities affecting the cleanliness, safety, use and occupation of the Leased Premises and any business thereon, and shall pay all costs involved in such compliance.
9. **Operating Other Expenses:** In addition to the Base Rent and other payments Tenant agrees to make under this Lease, Tenant agrees to pay as additional rent, the cost of snow removal, utilities, painting, repairing, replacing, cleaning, and heating and air conditioning, landscaping and gardening, parking lot repair and striping, roof repairs, sanitary control, liability and other insurance premiums.
10. **Tenant's Repairs:** Tenant agrees, at Tenant's expense, at all times to keep the Leased Premises in good order, condition and repair, clean, sanitary and sage, including, but not limited to, the replacement of equipment, fixtures and all broken glass (with glass of the same size and quality) and shall decorate and paint the Leased Premises when necessary to maintain at all times a clean and slightly appearance. If Tenant refuses or neglects to commence any such repairs or replacements within five (5) days after written demand, then and thereafter Landlord may, but shall not be obligate to, make such repairs and replacements without liability to Tenant for any loss or damage that may occur to Tenant's stock or business by reason thereof, and if Landlord makes such repairs, Tenant shall pay to Landlord, as additional rent, the cost thereof together with interest at a rate of fifteen

percent (15%) per annum from the date of payment by Landlord, and all such cost and interest shall become due and payable on the rental payment date immediately following such completion. Tenant, at its expense, shall replace all glass including plate glass, other breakable materials used in structural portions and any interior and exterior windows and doors in the Leased Premises which may become damaged or broken.

Addendum: Major repairs to the roof costing more than \$400, and any amount in excess of \$400, shall be the responsibility of the Landlord minus \$400.

11. **Alterations:** Tenant shall not attach any fixtures or other articles to any portion of the Leased Premises not shall Tenant make any alterations, additions, improvements, or changes whatsoever therein without, in each instance, first obtaining the written consent from the Landlord, and, in addition thereto, Tenant shall furnish such indemnification against liens, costs, damages and expenses as may be required by Landlord. All alterations, additions, improvements and fixtures (other than trade fixtures), which may be made or installed upon the Leased Premises shall remain upon and be surrendered with the Leased Premises as a part thereof, at the cost and expense of Tenant, and if not so removed, Landlord may remove the same and recover from Tenant the cost of removal plus interest as provided in Paragraph 10.
12. **Trade Fixtures:** Tenant agrees, at Tenant's expense, to install all trade fixtures and such fixtures shall remain the property of the Tenant. Upon the expiration of the tenancy hereby created, if Landlord so requests in writing, Tenant shall promptly remove any additions, fixtures and installations placed in the Leased Premises by Tenant and repair any damage occasioned by such removal, all at Tenant's expense. All trade fixtures belonging to Tenant which are or may be put into the Leased Premises during the term hereof, whether exempt or not from sale under execution and attachment under the laws of the State of Nebraska, shall at all times be subject to a first lien in favor of Landlord for Base Rent, additional rent or other sums payable to Landlord by Tenant under this Lease. At or before the termination of this Lease or any renewal thereof, the Tenant shall remove all private property from the Leased Premises, provided al damage caused by such removal is repaired by Tenant at Tenant's sole cost and expense. Private property not so removed shall be deemed abandoned, and Landlord may impose of such property as Landlord may elect in its sole discretion and at Tenant's cost and expense.
13. **Liens:** Tenant shall promptly pay for ant work done or material furnished in or about the Leased Premises and shall not suffer or permit any lien to attach thereto and shall indemnify and hold harmless Landlord, the Property and the Leased Premises from any damages, costs, expenses, and liens relating thereto.
14. **Utilities:** Tenant shall make its own arrangement for the furnishing of water, sewer, gas, electricity, heat, telephone, and any other required utility services to the Leased Premises and shall be solely responsible for the payment of all charges therefor. Landlord shall not be liable for any interruption in, or failure to supply any utility service. Metering costs shall be paid by Tenant.
15. **Insurance:**
 - (A) **Property Insurance.** Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the building of which the Premises are a part (but not Tenants fixtures, equipment nor any leasehold improvements) in an amount not to exceed the full replacement value thereof, as the same may exist from time to time, providing protection against all perils included within the classification of fire, extended coverage, vandalism, mischief, and covering such other perils as Landlord shall from time to time elect. Tenant shall obtain and keep in force during the term of this Lease a policy or policies of insurance for premises liability against all perils in the names of Landlord and Tenant, as their interests shall appear, covering damage to the Tenants fixtures and equipment, all interior improvements whether installed by Landlord or Tenant, and plate glass coverage (to include window wall assembly and door frames).
 - (B) If Tenant should change its operations in the Leased Premises subsequent to is initial use and occupancy,

and thereby cause an increase in the premium for the fire and extended coverage insurance policy carried by Landlord (the premium for said policy having been based on such initial use and occupancy of Tenant), the amount of such increase in net annual premium shall be paid to Landlord by Tenant as additional rent annually upon demand Landlord, whether Landlord has consented to such change of operations or not. Landlord's charge for such additional insurance shall not be deemed a waiver of the use restrictions set forth in this Lease.

- (C) Tenant shall not permit any operation to be conducted in the Leased Premises that would cause suspension or cancellation of the fire and extended coverage insurance policy carried by Landlord.
 - (D) Any insurance which may be carried by Landlord or Tenant against loss or damage to the Property or the Leased Premises shall be for the sole benefit of the party carrying such insurance.
16. **Liability Insurance:** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, a policy of Combined Single Bodily Injury and Property Damage Insurance insuring Lessee and Lessor as named insureds against any liability arising out of the use, occupancy or maintenance of the Premises and all other areas appurtenant thereto. Such insurance shall be in an amount not less than \$1,500,000 per occurrence. The policy shall insure performance by Tenant of the indemnity provisions of this Paragraph 16. This limits of said insurance shall not, however, limit the liability of Lessee hereunder.
17. **Taxes on Tenant's Property:** Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in or about the Leased Premises.
18. **Real Property Taxes:** Tenant agrees to pay, subject to right of contest, before they become they become delinquent all real estate taxes and special assessments levied or assessed against the Property. Tenant's liability under this paragraph shall be to pay to the Landlord, as additional rent, within thirty (30) days of Landlord's demand and presentation of photocopies of the tax statements, Tenant's Proportionate Share thereof as described in Paragraph 9. At Landlord's option, Tenant's Proportion Share of all real estate charges shall be paid in monthly installments on or before the first day of each calendar month in advance, in an amount estimated by Landlord, with any difference to be paid to, or remitted by, Tenant within ten (10) days of the date Landlord submits to Tenant the tax statement payable in the current year.
19. **Fire and Casualty Damage:**
- (A) If the Leased Premises should be damaged or destroyed by fire, tornado or other casualty, Tenant shall give immediate written notice thereof to Landlord.
 - (B) If the Leased Premises or any portion thereof is damaged or destroyed by fire or other insurable casualty, so that the same is unfit for occupation or use, then the rent is hereby reserved or a fair and just portion thereof, according to the nature and extent of the damage sustained by the Leased Premises, Landlord shall be responsible, at his cost and expense, for rebuilding or repairing the Leased premises to substantially the same condition as such existed prior to the casualty, exclusive of alterations, additions, improvements and fixtures installed by the Tenant. If the Leased Premises is damaged to the extent of fifty percent (50%) or more, then this Lease may be terminated at the election of either the Landlord or the Tenant, notice of which election shall be provided within thirty (30) days from the date of the casualty.
 - (C) **Renovation:** Landlord's obligation to rebuild and repair under this paragraph shall in any event be limited to restoring the Leased Premises to substantially the condition as existed prior to the casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Tenant. Tenant agrees that promptly after completion of the work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by or for Tenant.
 - (D) **Continued Business Operation: Rent Reduction:** Tenant agrees that during any period of rebuilding or

repair of the Leased Premises, it will continue the operation of its business within the Leased Premises to the extent practical. During the period from the occurrence of the casualty until Landlord's restoration or repairs are completed, the Base Rent shall be reduced by Landlord to the extent as Landlord deems fair and reasonable under the circumstances; however, there shall be no abatement of the other charges provided for in this Lease.

20. **Waiver of Damage:** Landlord shall not be responsible for, or liable to Tenant for, any damage to the Leased Premises or to the Property in which the Leased Premises are located, or for any delay in repairing or rebuilding or inability to repair or rebuild. All personal property of the Tenant and all personal property kept, stored or maintained in or upon the Leased Premises, adjacent sidewalks, loading platforms, or other areas shall be at the sole risk of the Tenant.
21. **Eminent Domain:** If during the term of this Lease, all of the Leased Premises is taken for public or quasi-public purposes, this Lease shall terminate as of the date Tenant is required to deliver possession of the Leased Premises to the taking entity, but if only part of the Leased Premises is taken, this Lease shall cease only as to the part so taken and continue as to the part not taken, and the Base Rent shall be abated in the proportion that the leasable square footage so taken bears to the gross leasable square footage of the Leased Premises – It is expressly agreed and understood that all sums awarded or paid for the taking of the Leased Premises, or any part of it, or for damages for any such taking, shall belong to Landlord, and are hereby assigned to Landlord, and Tenant shall have no interest in or claim to any such award or payment, Tenant reserves all rights to claim damages due to the exercise of Eminent Domain for interference with its leasehold interest.
22. **Assignment by Tenant:** Tenant shall not assign or in any manner transfer this Lease or any interest therein, nor sublet the Leased Premises or any part or parts thereof, nor permit occupancy by anyone with, through or under it without the prior written consent of Landlord, which shall not be unreasonably withheld, but which consent may be made subject to such conditions as Landlord may determine in its sole discretion. Landlord's consent to any such assignment, transfer or subletting shall not constitute consent to further assignment, transfer or subletting.
23. **Entry by Landlord:** Tenant agrees that Landlord, its agents, employees or servants, or any person authorized by Landlord may enter the Leased Premises for the purpose of inspecting the condition of the same and to make such repairs, additions, improvements, changes, or alterations thereto or to the Property of which they are a part as Landlord may elect, and to exhibit the same to prospective purchasers of the Property, and to prospective tenants, and to place in and upon the Leased Premises at such places as may be determined by Landlord "For Lease" signs, or notices, at any time within ninety (90) prior to the termination of this Lease and Tenant undertakes and agrees that neither Tenant nor any person within Tenant's control will interfere with such signs and notices.
24. **Holding Over:** In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without the execution of a new lease, it shall be deemed to be occupying the Leased Premises as a Tenant from month-to-month and shall pay as a monthly rent, two (2) times the Base Rent specified to this tenancy together with all items of additional rent and such holding over shall be subject to and under and pursuant to all other terms, conditions, provisions and obligations of this Lease in so far as the same are applicable to a month-to-month tenancy. If the Leased Premises are not surrendered at the end of the term, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Leased Premises, including, without limitation, any claims made by any succeeding tenant founded on such delay.
25. **Notices:** All notices and demands required or permitted to be given under this Lease to Tenant shall be given in writing, be deposited in the United States Mail, certified and postage prepaid, and addressed to Tenant at the

Leased Premises, whether or not Tenant has departed from, abandoned or vacated the Leased Premises. All notices and demands required or permitted to be given under this Lease to Landlord shall be given in writing, be deposited in the United States Mail, certified and postage prepaid and addressed to Landlord, Zilong Fan, 12107. S.79th ST Papillion, NE. 68046 or such other address as Landlord may give to Tenant in writing from time to time.

26. **Subordination:** Tenant agrees that this Lease is, and shall be subordinate to any mortgage, deed of trust or any other hypothecation for security which has been or which hereafter may be placed by the Landlord upon said Leased Premises or the land or Property of which the Leased Premises are a part and such subordination is hereby effective and self-operative without any further act by Tenant. Notwithstanding the foregoing, Tenant agrees to execute upon demand, any and all further documents or instruments in addition to this Lease, which may be deemed necessary or desired to effectuate such subordination.
27. **Default by Tenant:** All covenants and agreement herein made and obligations assumed are to be construed also as conditions and this Lease is made upon the express condition that if Tenant should fail to pay when due any of the aforesaid installments of Base Rent, additional rent or late charges, or should fail to perform or observe any of the covenants; agreements or obligations herein made or assumed by Tenant, or if Tenant shall become insolvent, or bankrupt, or recast or modify Tenant's debts or obligations or delay payment hereof or if any assignment be made or Tenant's property for the benefit of the creditors then and thenceforth, in any of said events this Lease may be terminated and thereby become null and void at the option of the Landlord and the Landlord may immediately or at any time thereafter re-enter the Leased Premises, or any part thereof in the name of the whole or repossess and have the same as of Landlord's former estate and remove therefrom all goods and chattels not there to properly belonging, and expel Tenant and all other persons who may be in possession of the Leased Premises and that, too, without demand or notice. It is agreed however, that the monthly installments of Base Rent and additional rent, as provided herein, shall not be deemed in default until five (5) days after the due date thereof, and that no default shall be declared for the failure to perform or observe any of the other covenants, agreements or obligations made or assumed by the Tenant until Tenant is given notice in writing of such breach, and shall fail to perform the agreement called for, or remove the default, within five (5) days after mailing of such notice by Landlord.

Notwithstanding Landlord's exercise of the aforesaid option to terminate, Landlord shall be entitled to receive from the Tenant thereafter the difference in Base Rent and additional rent, herein reserved for the unexpired portion of the lease term and any lesser not any lesser nit amount which Landlord, in the exercise of reasonable diligence, is able to procure for the unexpired portion of the lease term, each monthly difference being a separate cause of action, which may or may not be accumulated and joined in one action at Landlord's option. This right so reserved by the Landlord and granted by Tenant constitutes an essential part of the consideration for the violation and non-observance of any of the undertakings to be kept, observed, or performed by the Tenant, its successors, or assigns.

28. **Strict Performance:** The failure to insist upon strict performance by Tenant of any of the covenants, conditions and agreements of this Lease shall not be deemed a waiver of any of Landlord's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Tenant of any of the covenants, conditions and agreements of this Lease. No surrender of the Leased Premises shall be accomplished by Landlord's acceptance of rental by any other means whatsoever unless the same be evidenced by Landlord's written acceptance of such as a surrender.
29. **Landlord Not Responsible for Delays:** Whenever Landlord is to perform any act or thing, Landlord shall not be liable or responsible for any delays due to strikes, riots, Acts of God, shortages of labor materials, national disasters, or any other cause beyond Landlord's reasonable control.

30. **Peaceable Surrender:** Tenant, upon expiration or termination of this Lease, whether by lapse of time or otherwise, agrees peaceably to surrender the Leased Premises to Landlord, along with all alterations, additions, improvements, changes and fixtures other than Tenant's moveable trade fixtures, in broom-clean condition and in good repair, except for casualty loss and ordinary wear and tear, and to otherwise comply with the provisions of Paragraphs 11 and 12 hereof. Tenant shall also surrender all keys for the Leased Premises to Landlord at the place then fixed for payment of rent and shall inform Landlord of the combinations to any safes and vaults on the Leased Premises.
31. **Estoppel Certificates:** Tenant, from time to time upon written request from Landlord, agrees to execute, acknowledge and deliver to Landlord, in a form reasonably required by Landlord and/or Landlord's mortgagee, a written statement certifying that Tenant has accepted the Leased Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, setting forth the modifications), that Landlord is not in default hereunder, the date to which the Base Rent and other amounts payable by Tenant have been paid in advance, if any, and such additional facts as reasonably may be required by Landlord or Landlord's mortgagee. Tenant understands and agrees that any such statement delivered pursuant to this paragraph may be relied upon by any prospective lender and purchaser of the Leased Premises and their respective successors and assigns.
32. **Waiver of Claims:** Each party hereto hereby waives any and all claims for recovery which such party or anyone claiming through such party may have against the other party hereto (or such other party's officers, agents or employee) for or with respect to any loss or damage to such waiving party's property which could be insured under standard fire and extended coverage insurance policies, whether or not such loss or damage is caused by the negligence of such other party or such other party's agents, employees, subtenants, concessionaires or licensees or of any other person or persons for whose actions such other party may be responsible or liable; provided, that the foregoing waiver shall be effective only when permitted by the applicable insurance policy. Each party shall secure the approval of such waiver from its insurance carrier and advise the other party if such waiver is not so approved. Any additional cost for securing such waiver shall be paid by the party obtaining the waiver, which cost, if paid by Landlord, may be added to the insurance cost to be paid by Tenant pursuant to Paragraph 15 hereof.
33. **Cumulative Rights:** The rights, options, elections, and remedies of Landlord contained in this Lease shall be cumulative and may be exercised on one or more occasions; and none of them shall be construed as excluding any other or any additional right, priority or remedy allowed or provided by law.
34. **Time of Essence:** Unless otherwise specifically provided herein, time is of the essence of this Lease, and all provisions of this Lease relating to the time of performance of any obligation under this Lease shall be strictly construed.
35. **Landlord's Right to Cure Default:** Landlord may, but shall not be obligated to cure at any time, without notice, any default by Tenant under this Lease; whenever Landlord so elects, all costs and expenses incurred by Landlord in curing a default, including without limitation reasonable attorney fees, together with interest on the amount of costs and expenses so incurred at the rate of fifteen percent (15%) per annum.
36. **Landlord's Expenses:** In the event Landlord incurs any expenses for the recovery of possession of the Leased Premises, for the recovery of Base Rent, or for any other amount due under the provisions of this Lease, or by any breach of any of the covenants herein contained, on the part of Tenant to be kept or performed. Tenant shall pay the Landlord all expenses incurred therefor, including reasonable attorney fees, regardless of whether legal proceedings are initiated.
37. **No Right of Set-off:** No default or claim of default on the part of the Landlord shall entitle Tenant to withhold any sums due under the provisions of this Lease. Tenant acknowledges and agrees that it has waived any remedy

permitting it to withhold rent or to claim an off-set against rent in the event of any claim breach on the part of the Landlord.

38. **Quiet Enjoyment:** Upon payment by the Tenant of the Base Rent and additional rent herein provided, and upon the observance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised.

39. **Indemnification**

Tenant and Tenant's officers and directors agree to protect, indemnify, hold harmless and defend Landlord and any mortgage or ground lessor, and each of their respective partners, directors, officers, agents and employees, successors and assigns, from and against:

- 1) Any and all loss, cost, damage, liability or expense as incurred (including but not limited to reasonable attorneys' fees and legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons from damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is in any way attributable to the use or occupancy of the Leased Premises or any portion of the Property by Tenant or the acts or omissions of Tenant or its agents, employees, contractors, clients, invitees or subtenants except that caused by the gross negligence or willful misconduct of Landlord or its agents or employees. Such loss or damage shall include, but not be limited to, any injury or damage to, or death of, Landlord's employee or agents or damage to the Leased Premises or any portion of the Property.
 - 2) Landlord agrees to protect, indemnify, hold harmless and defend Tenant from and against any and all loss, cost, damage, liability or expense, including reasonable attorney's fees, with respect to any claims of damage or injury to persons or property at the Leased Premises, caused by the gross negligence of Landlord or its authorized agents or employees.
 - 3) Notwithstanding anything to the contrary contained herein, nothing shall be interpreted or used in any way to affect, limit, reduce or abrogate any insurance coverage provided by any insurers to either Tenant or Landlord.
 - 4) Notwithstanding anything to the contrary contained in this Lease, nothing herein shall be construed to infer or imply that Tenant is a partner, joint venture, agent, employee, or otherwise acting by or at the direction of Landlord.
40. **Option to Extend Lease:** If this lease shall be in force and effect on the date for the expiration of the term hereof, and the Tenant on that date shall have fully performed all of its obligations hereunder, Tenant shall have the right at its option, to extend this lease for two (2) additional terms of three (3) years each.
41. **Tenant to have right of first offering to purchase the property:** anytime during the initial term of the lease. All other terms and conditions of the purchase to be negotiated and mutually agreed upon.
42. **Entire Agreement:** Landlord and Tenant hereby agree that this Lease shall be governed by and interpreted pursuant to the laws of the State of Nebraska. Landlord and Tenant further agree that this Lease as written, including any exhibits, represents the entire agreement between the parties hereto and that there are no other agreements, written or verbal, between the parties hereto pertaining to the Leased Premises or to the subject matter hereof and that all prior agreements, negotiations and understandings are hereby merged in this Lease. This Lease may not be amended or supplemented orally but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought.

EXECUTED the day and year first above written.

LANDLORD:

BY Zilong Fan
Zilong Fan

TENANT: You Lin INC.
BY You Lin Fan
You Lin Fan, It's President

PERSONAL GUARANTY

The Undersigned Guarantor, jointly and severally, in consideration of and as inducement for Landlord's execution of this Lease, and being financially interested in the success of Tenant, hereby unconditionally guaranty to Landlord, and Landlord's successors and assigns, the timely payment of all sums due Landlord from Tenant hereunder and the prompt and full performance of all covenants and conditions hereof by Tenant to be performed. The Undersigned acknowledge and agree that they shall remain bound hereunder regardless of any waiver, release, forbearance, extension of time or other action taken or permitted by Landlord and regardless of any subletting or assignment hereof by Tenant or anyone in Tenant's interest.

Zilong Fan
Zilong Fan

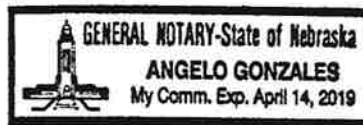
STATE OF NEBRASKA)

) ss:

COUNTY OF Supp)

This instrument was executed this 25th day of March, 2019, by Zilong Fan.

Angelo Gonzales
Notary Public



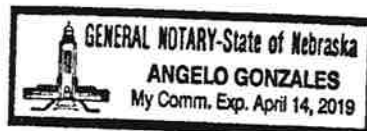
STATE OF NEBRASKA)

) ss:

COUNTY OF Supp)

This instrument was executed this 25th day of March, 2019, by You Lin Fan.

Angelo Gonzales
Notary Public



Business plan

Jade palace has been operating for over 20 years and well famous for its good food and fantastic service located at 1702 Galvin Road S Bellevue Ne 68005 Running by My family member Zilong Fan (my son)

1. My mission and goal is delivering exceptional Asian Dining experience by providing outstanding service and quality food in local town.
2. Key to success in Jade palace is to keep good relations with your regular while developing new customer and make them feel like family environment and give a great value for customer to dine in at Jade palace by providing them weekly special dishes and new dishes and royal card discount and military discount and senior discount and treat every customer like your own family.
3. Products and services for Jade palace as always I use 4 different companies to get the best quality and freshest food for what we need. I will order supply four times a week to make sure the food is fresh and safe by checking the goods every time. Take customer's feedback seriously and listen to their concern and fix the issue and make the thing right for them.
4. Marketing Analysis for us is focus on serving local customer and people working in the military base.
5. Strategy for expanding the business is to have good quality of food and good quality of staff working for you and help your staff to grow with your business, take a good care of every single customer then your business will be better and better everyday.
6. Objectives for me is after 3 more years I can open one more Jade palace in Omaha to serve the community.

**APPLICATION TO REPLACE CLASS "I"
LIQUOR LICENSE**

POLICE REPORT

DATE OF COUNCIL MEETING: 04-22-19 Due to City Clerk: 04-16-19

APPLICANT: Youlin Inc dba Jade Palace

LOCATION/ADDRESS: 1702 Galvin Road S., Bellevue

REQUESTED ACTION: Replacing Application for Class I 122952

Contact Person: Youlin Fan

Phn #: 402.293.8089

COMMENTS:

Approved

Sgt. Ding 4-8-19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

10C.
4-22-19

COUNCIL MEETING DATE:	April 22, 2019	AGENDA ITEM TYPE:
SUBMITTED BY: City Clerk's Office	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"/>

SUBJECT:

Application of The Crook, Inc., dba "Mixers Pub & Grub for a special Designated Liquor License

SYNOPSIS:

Recommend approval of The Crook, Inc., dba "Mixers Pub & Grub" for a Special Designated Liquor License at 910 Fort Crook Road South, on Saturday, June 8, 2019, from 9:00 a.m. to 9:00 p.m. for a Motorcycle Poker Run

FISCAL IMPACT:

One Day License Fee - \$40.00

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

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RECOMMENDATION:

The Police have reviewed the application and given feedback (see attached). Request Council to make a recommendation to the NLCC.

BACKGROUND:

Special Designated Liquor License (SDL's) 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:


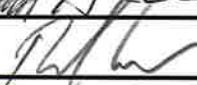
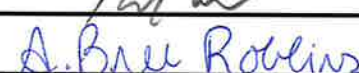
1 Application	4
2 Police Report	5
3	6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

**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

The Crook Inc. dba Mixers Pub and Grub

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

910 fort crook road south Bellevue, NE 68005

Retail Liquor License Address or Non-Profit Business Address

122483

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

06/08/2019

Event Date(s):

Event Start Time(s):

9am

Event End Time(s):

9pm

Alternate Date:

Alternate Location Building & Address:

Event Building Name:

Event Street Address/City: 910 fort crook road south Bellevue, NE 68005

Indoor area to be licensed in length & width: ____ X ____

Outdoor area to be licensed in length & width: 195' X 81' (Diagram Form #109 must be attached)

Type of Event: motorcycle poker run Estimate # of attendees: 90

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: Daris Peterson Event Contact Phone Number: 402-960-1911

Event Contact Email: darispeterson@gmail.com

***Signature Authorized Representative:**

Printed Name

Daris Peterson

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

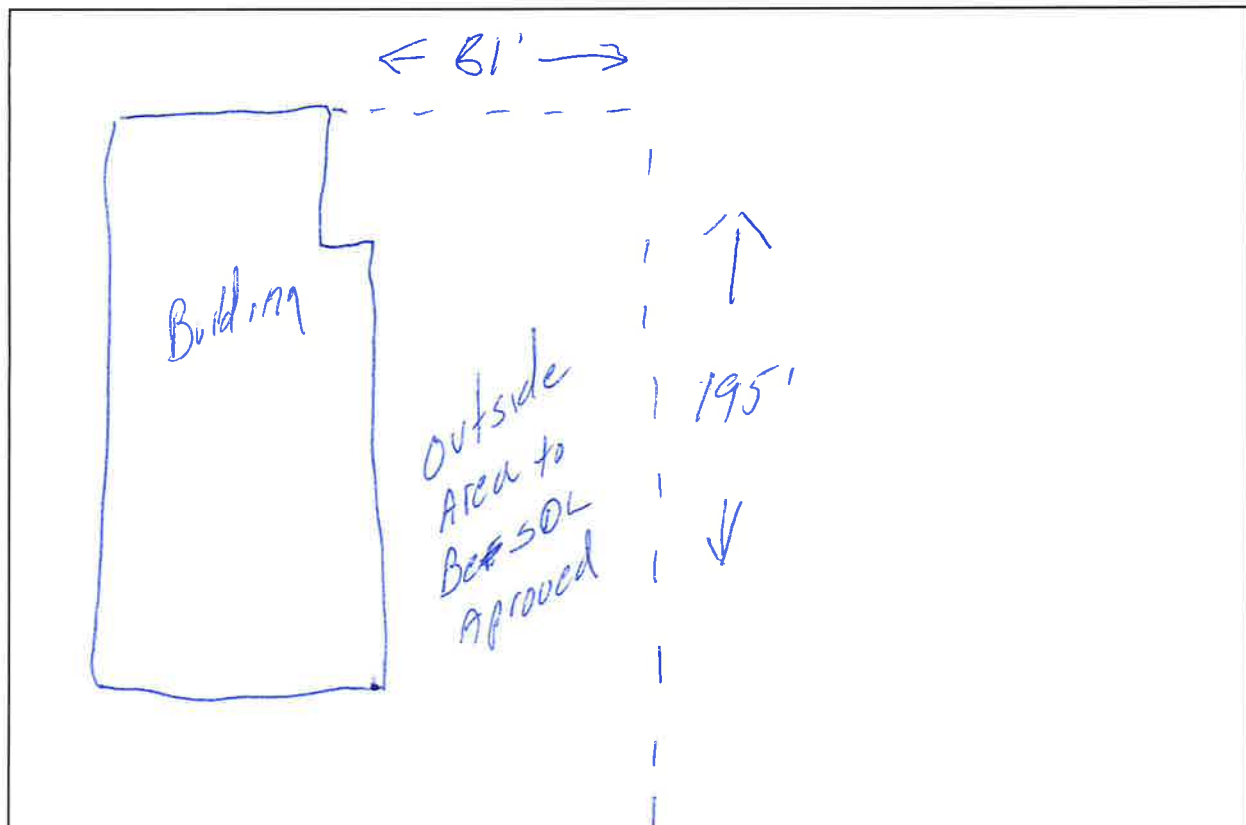
Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED in house security

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



APPLICATION FOR LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 04-22-19 Date Due to City Clerk: 4-17-19

APPLICANT: The Crook, Inc. dba Mixers Pub and Grub

LOCATION/ADDRESS: 910 Fort Crook Road South, Bellevue 68005

REQUESTED ACTION: Recommendation for approval of a Special Designated Liquor License for The Crook, Inc., dba "Mixers Pub & Grub" at 910 Fort Crook Road South, on Saturday, June 8th from 9:00 a.m. to 9:00 P.M. for a Motorcycle Poker Run

CONTACT PERSON Daris Peterson

PHONE NUMBER 402.960.1911

COMMENTS:

Approved

Set By 4-16-19

12a
4-22-19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	April 8, 2019	AGENDA ITEM TYPE:
SUBMITTED BY: Chris Shewchuk, Planning Director		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:

Request to annex Lot 2, Daniel's Farm Addition except that portion lying west of Quail Drive; Lots 4 and 5, Daniel's Farm Addition; Lot 2, Daniel's Farm Addition Replot 1; Lots 1 and 2, Chadwick Apartments Addition; Lot 1, Katherine Addition; Tax Lots 13 and 26, and part of the northeast quarter of the southeast quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6th P.M.; Tax Lots 16B, 17A1B, 17A2, 17B, 18B, and part of Tax Lot 17A1A lying east of 40th Street, Section 5, Township 13 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

SYNOPSIS:

The City is proposing to annex a number of unincorporated lots adjacent, or nearly adjacent, to the current city limits. The proposal has been divided into nine areas—the first five are on the current Council agenda, the next four will be on a Council agenda in May after having public hearing before the Planning Commission at its April meeting.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon tax revenues and expected departmental expenditures.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

This ordinance pertains to Annexation Area #1. See attached Planning Department memorandum regarding the complete annexation package being proposed at this time.

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff memo
- 3 Proposed Ordinance and Map

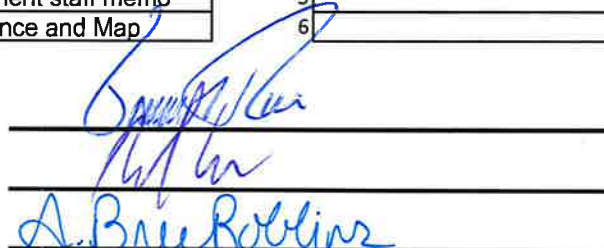
4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL: _____

FINANCE APPROVAL: _____

LEGAL APPROVAL: _____



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 22, 2019

REQUEST: Request to annex Lot 2, Daniell's Farm Addition except that portion lying west of Quail Drive; Lots 4 and 5, Daniell's Farm Addition; Lot 2, Daniell's Farm Addition Replat 1; Lots 1 and 2, Chadwick Apartments Addition; Lot 1, Katherine Addition; Tax Lots 13 and 26, Section 32, Township 14 North, Range 13 East of the 6th P.M.; part of the northeast quarter of the southeast quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6th P.M.; part of Tax Lot 17A1A, lying east of 40th Street, Section 5, Township 13 North, Range 13 East of the 6th P.M.; Tax Lots 16B, 17A1B, 17A2, 17B, and 18B, Section 5, Township 13 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted eight yes, zero no, zero abstained, and one absent to recommend:

APPROVAL based upon based upon conformance with the State Statutes and city ordinances. **APPROVAL** also based upon benefit to the City of Bellevue.

VOTE:

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

Planning Commission Hearing (s) was held on: March 28, 2019



City of Bellevue

Office of the Planning Department

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director *CMS*
Date: April 2, 2019
Subject: City of Bellevue annexation proposal

As a result of its recent Strategic Planning session, the City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. The City of Bellevue is proposing to annex a large number of unincorporated lots adjacent or close to the existing city limits. We have divided the lots into nine geographical areas and have labeled them as Annexation Areas 1 through 9. The ordinances currently before the City Council are for the annexation of Areas 1, 2, 3, 4, and 6, as shown on the attached maps, comprised of 180 parcels. It is estimated that there are approximately 500 people living in these areas. The other four areas will be presented to the Planning Commission at its April meeting and brought to the Council in May. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2020. The current assessed value of the properties in this annexation proposal is \$33,821,438. Based upon the City's current levy, the increase in property tax receipts for the City would be \$206,310.77; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; each property will also see the elimination of the levy assessed by its corresponding fire district. The properties involved in this annexation are in four different school districts and three different fire districts, resulting in six different total property tax levies across all the lots in this proposal. The following chart shows the current levies, based on school and fire districts:

School	Fire	Current levy	Future levy	Increase
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Papillion	Papillion	1.904194	2.378485	0.474291
Springfield	Papillion	1.625369	2.099660	0.474291

The annexation will affect the tax levy by removing the fire district levy and adding the City of Bellevue levy, currently 0.61. The annexation will not affect the levies of the other taxing jurisdictions. For a property valued at \$150,000, the change in property tax would be:

School	Fire	Current tax	Future tax	Increase
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The figures shown on these two charts reflect the current tax levy; levies and assessed valuations are subject to change.

This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. While some departments indicated the ability to serve these areas with existing resources, the Police Department indicated the need for one additional Code Enforcement Officer to handle the expected increase in workload.

The Street Department also reported a need for additional manpower and equipment, plus an additional budget of \$86,592.96 for annual maintenance. While these five areas by themselves would result in partial needs, the total package of nine areas would result in the need for two full-time employees and one to two pieces of equipment. Additionally, approximately \$750,000 would need to be included in the CIP in the next three to five years for road projects. The City would receive an increase in its highway allocation of \$67,225.14 (based on current figures) with the addition of 7.98 lane miles in these areas. An estimated cost of street lighting has not been determined.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

DEPARTMENT RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

NOTE: The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.



MEMORANDUM

To: Chris Schewchuk Planning Director
Cc: Jeff Roberts Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Review
Date: March 2019

○ **PACKAGE SUMMARY TOTALS:**

- Package Totals:
 - Lane Miles = 22.48
 - Annual Street Lighting Cost = Unknown at this time
 - Manpower additions – 176% of level threshold; 2 full-time employees
 - Equipment additions – 134 % of level threshold; 1-2 pieces
 - Needed annual maintenance budget increase, not including first-year additional personnel or equipment costs – \$86,592.96
 - Projected annual Highway Allocation revenue increase -\$189,459.98
 - Needed roadway work to be added to, programmed in CIP- \$4,675,000

Given time constraints, schedule and workload, the lighting cost information was not obtained for this report. All lane mile information is basic in nature and should only be looked as 90% accurate, underestimated. With that in mind, please also consider the associated percentage thresholds and budgetary numbers are most likely somewhat underestimated.

○ **AREA 1 – SOUTH AND WEST OF 36TH ST AND CAPEHART RD**

Lane Miles = 2.28

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.6% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.9% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$8,782.56 (based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$19,216 (based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 2 – AREA AROUND 36TH ST AND CORNHUSKER RD**

Lane Miles = 1.78

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.6% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 14% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,856.56
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$15,001.70
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 3 – ALONG 36TH ST, BETWEEN CORNHUSKER AND GILES RD**

Lane Miles = 1.73

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.3% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 13.6% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,663.96
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$14,580.30
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets cost could approach and exceed \$750 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

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○ **AREA 4 – SOUTH OF CHANDLER RD, EAST OF 36TH ST**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 5 – BETWEEN 25TH ST AND KENNEDY FREEWAY, S/ KENNEDY TOWN CENTER**

Lane Miles = 5.33

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 31.9% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 41.8% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$20,531.16
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$44,920.81
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets north of Childs Rd cost could approach and exceed \$925 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed. Childs Rd from 25th St, east to the Kennedy Freeway will also need to be resurfaced along with the residential streets south of Childs Rd in the area. Costs for resurfacing will exceed \$600 k and the work should be completed within the first 3-5 years following annexation.

○ **AREA 6 – AREA AROUND 25TH ST AND CORNHUSKER RD**

Lane Miles = 2.19

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.1% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.2% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

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Needed yearly operational maintenance budget increase - \$8435.88
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$18,457.14
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

No additional CIP needs identified currently, yearly maintenance only for the first five years after annexation.

○ **AREA 7 – BETWEEN KENNEDY FREEWAY AND FT CROOK RD, S/ CHILDS RD**

Lane Miles = 1.25

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 7.5% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 9.8% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$4,815.00
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$10,534.90
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab needed on Kasper within the first 3-5 years following annexation. Costs could approach \$200 k.

○ **AREA 8 – EAST OF OFFUTT AFB**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 9 – SOUTH OF OFFUTT AFB**

Lane Miles = 7.92

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 47.4% of level needed to add one additional piece of equipment

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(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 62.2% of level needed to add one employee

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$30,507.84

(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$66,749.13

(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab along Ft Crook , including major bridge rehab repairs and resurfacing needs. Costs could approach and exceed \$2.2 M and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



ORDINANCE NO. 3938

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

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

Lot 2, Daniell's Farm Addition, except that portion lying west of Quail Drive;

Lots 4 and 5, Daniell's Farm Addition;

Lot 2, Daniell's Farm Addition Replat 1;

Lots 1 and 2, Chadwick Apartments Addition;

Lot 1, Katherine Addition;

Tax Lots 13 and 26, Section 32, Township 14 North, Range 13 East of the 6th P.M.;

Part of the northeast quarter of the southeast quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6th P.M.;

Tax Lots 16B, 17A1B, 17A2, 17B, 18B, and part of Tax Lot 17A1A lying east of 40th Street, Section 5, Township 13 North, Range 13 East of the 6th P.M.;

and all abutting county road rights-of-way

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

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

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

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

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

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

APPROVED AS TO FORM:

City Attorney

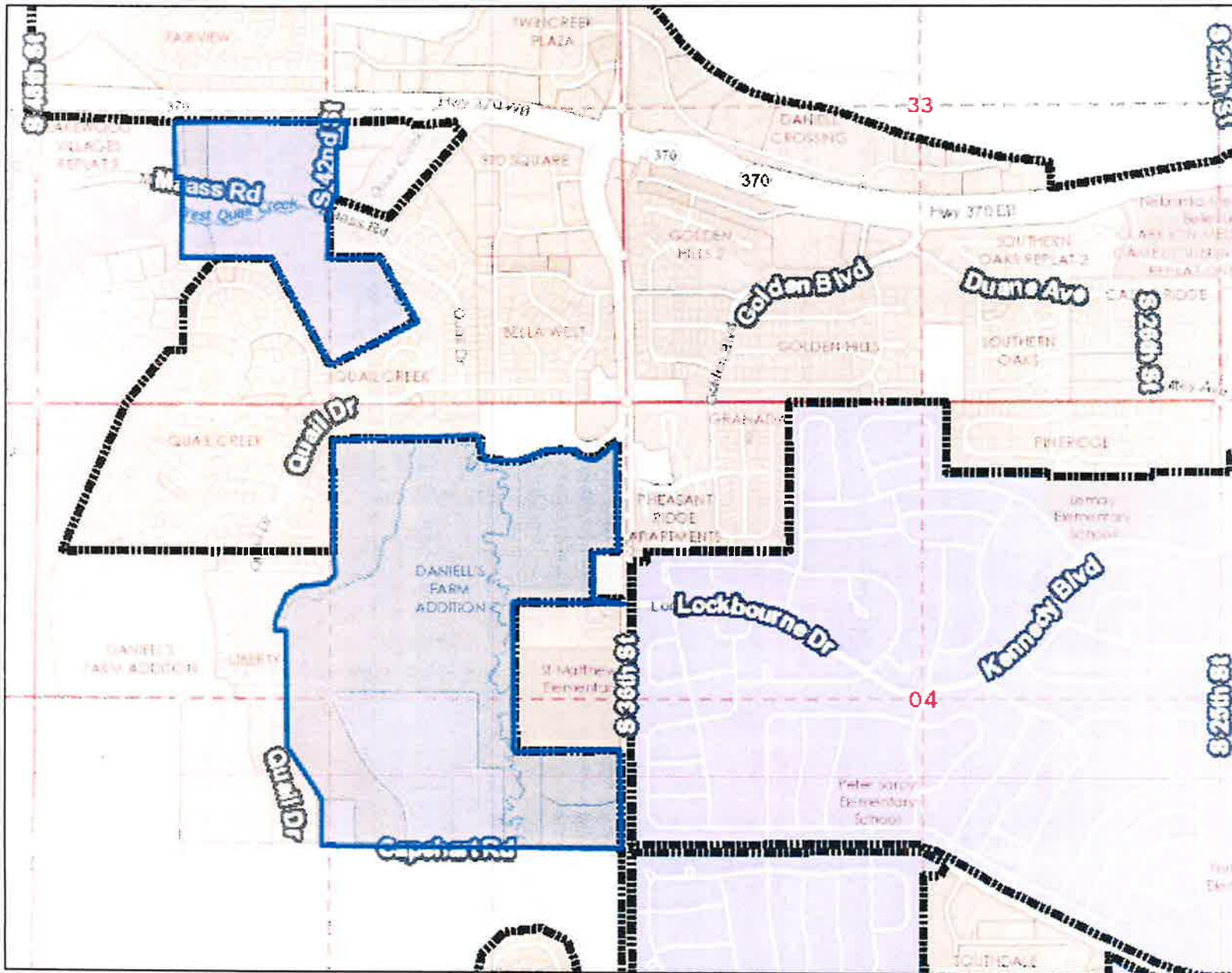
ATTEST

City Clerk

Mayor

First Reading: 4/8/19
Second Reading: _____
Third Reading: _____

Annexation Area # 1



Location



Legend

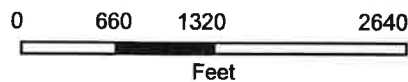
Road Centerlines



Municipal Boundaries



1: 15,840



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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

126
4-22-19

COUNCIL MEETING DATE:	April 8, 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:

Request to annex Lots 1 and 2, Watson's Replat II; Lots 1, 2, and 3, Mr. T's Addition; Lot 1, Cornelia's Addition; Lot 1 and the north 100' of Lot 3, Dvorak's Commercial Industrial Subdivision III; Lot 1, Bellevue Cable Television Company Replat; Tax Lots 30C and 30D, Section 20, Township North, Range 13 East of the 6th P.M.; Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14, Range 13 East of the 6th P.M.; part of the northeast quarter of the northwest quarter, west of railroad, (Parcel # 010809723), Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue

SYNOPSIS:

The City is proposing to annex a number of unincorporated lots adjacent, or nearly adjacent, to the current city limits. The proposal has been divided into nine areas—the first five are on the current Council agenda, the next four will be on a Council agenda in May after having public hearing before the Planning Commission at its April meeting.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon tax revenues and expected departmental expenditures.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

This ordinance pertains to Annexation Area #2. See attached Planning Department memorandum regarding the complete annexation package being proposed at this time.

ATTACHMENTS:

1 PC recommendation	4
2 Planning Department staff memo	5
3 Proposed Ordinance and Map	6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

[Handwritten signatures]

A. Breckert

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 22, 2019

REQUEST: Request to annex Lots 1 and 2, Watson's Replat II; Lots 1, 2, and 3, Mr. T's Addition; Lot 1, Cornelius Addition; Lot 1 and the north 100' of Lot 3, Dvorsky's Commercial Industrial Subdivision #II; Lot 1, Bellevue Cable Television Company Replat; Tax Lots 30C and 30D, Section 20, Township 14 North, Range 13 East of the 6th P.M.; Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14 North, Range 13 East of the 6th P.M.; part of the northeast quarter of the northwest quarter, west of railroad, (Parcel # 010609733), Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted seven yes, zero no, one abstained (with conflict), and one absent to recommend:

APPROVAL based upon based upon staff's recommendation.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain (With Conflict):	One:	Absent:	One:
	Casey				Ackley		Ritz
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Cutsforth						
	Smith						

Planning Commission Hearing (s) was held on: March 28, 2019



City of Bellevue

Office of the Planning Department

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director *CMS*
Date: April 2, 2019
Subject: City of Bellevue annexation proposal

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The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

DEPARTMENT RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

NOTE: The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.



Error! Main Document Only. City of Bellevue

Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

MEMORANDUM

To: Chris Schewchuk Planning Director
Cc: Jeff Roberts Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Review
Date: March 2019

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○ **AREA 1 – SOUTH AND WEST OF 36TH ST AND CAPEHART RD**

Lane Miles = 2.28

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.6% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.9% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$8,782.56 (based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$19,216 (based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

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Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 2 – AREA AROUND 36TH ST AND CORNHUSKER RD**

Lane Miles = 1.78

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.6% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 14% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,856.56
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$15,001.70
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 3 – ALONG 36TH ST, BETWEEN CORNHUSKER AND GILES RD**

Lane Miles = 1.73

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.3% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 13.6% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,663.96
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$14,580.30
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets cost could approach and exceed \$750 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

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○ **AREA 4 – SOUTH OF CHANDLER RD, EAST OF 36TH ST**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 5 – BETWEEN 25TH ST AND KENNEDY FREEWAY, S/ KENNEDY TOWN CENTER**

Lane Miles = 5.33

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 31.9% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 41.8% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$20,531.16 (based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$44,920.81 (based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets north of Childs Rd cost could approach and exceed \$925 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed. Childs Rd from 25th St, east to the Kennedy Freeway will also need to be resurfaced along with the residential streets south of Childs Rd in the area. Costs for resurfacing will exceed \$600 k and the work should be completed within the first 3-5 years following annexation.

○ **AREA 6 – AREA AROUND 25TH ST AND CORNHUSKER RD**

Lane Miles = 2.19

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.1% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.2% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

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Needed yearly operational maintenance budget increase - \$8435.88
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$18,457.14
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

No additional CIP needs identified currently, yearly maintenance only for the first five years after annexation.

○ **AREA 7 – BETWEEN KENNEDY FREEWAY AND FT CROOK RD, S/ CHILDS RD**

Lane Miles = 1.25

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 7.5% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 9.8% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$4,815.00
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Annual Highway Allocation revenue increase - \$10,534.90
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab needed on Kasper within the first 3-5 years following annexation. Costs could approach \$200 k.

○ **AREA 8 – EAST OF OFFUTT AFB**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 9 – SOUTH OF OFFUTT AFB**

Lane Miles = 7.92

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 47.4% of level needed to add one additional piece of equipment

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(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 62.2% of level needed to add one employee

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$30,507.84

(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

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Misc - CIP, road conditions and project needs:

Extensive rehab along Ft Crook , including major bridge rehab repairs and resurfacing needs. Costs could approach and exceed \$2.2 M and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

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ORDINANCE NO. 3939

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

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

Lots 1 and 2, Watson's Replat II;

Lots 1, 2, and 3, Mr. T's Addition;

Lot 1, Cornelius Addition;

Lot 1, and the north 100' of Lot 3, Dvorsky's Commercial Industrial Subdivision #II;

Lot 1, Bellevue Cable Television Company Replat;

Tax Lots 30C and 30D, Section 20, Township 14 North, Range 13 East of the 6th P.M.;

Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14, Range 13 East of the 6th P.M.;

Part of the northeast quarter of the northwest quarter, west of railroad, Section 28, Township 14 North, Range 13 East of the 6th P.M.;

and all abutting county road rights-of-way

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

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

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

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

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

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

APPROVED AS TO FORM:

City Attorney

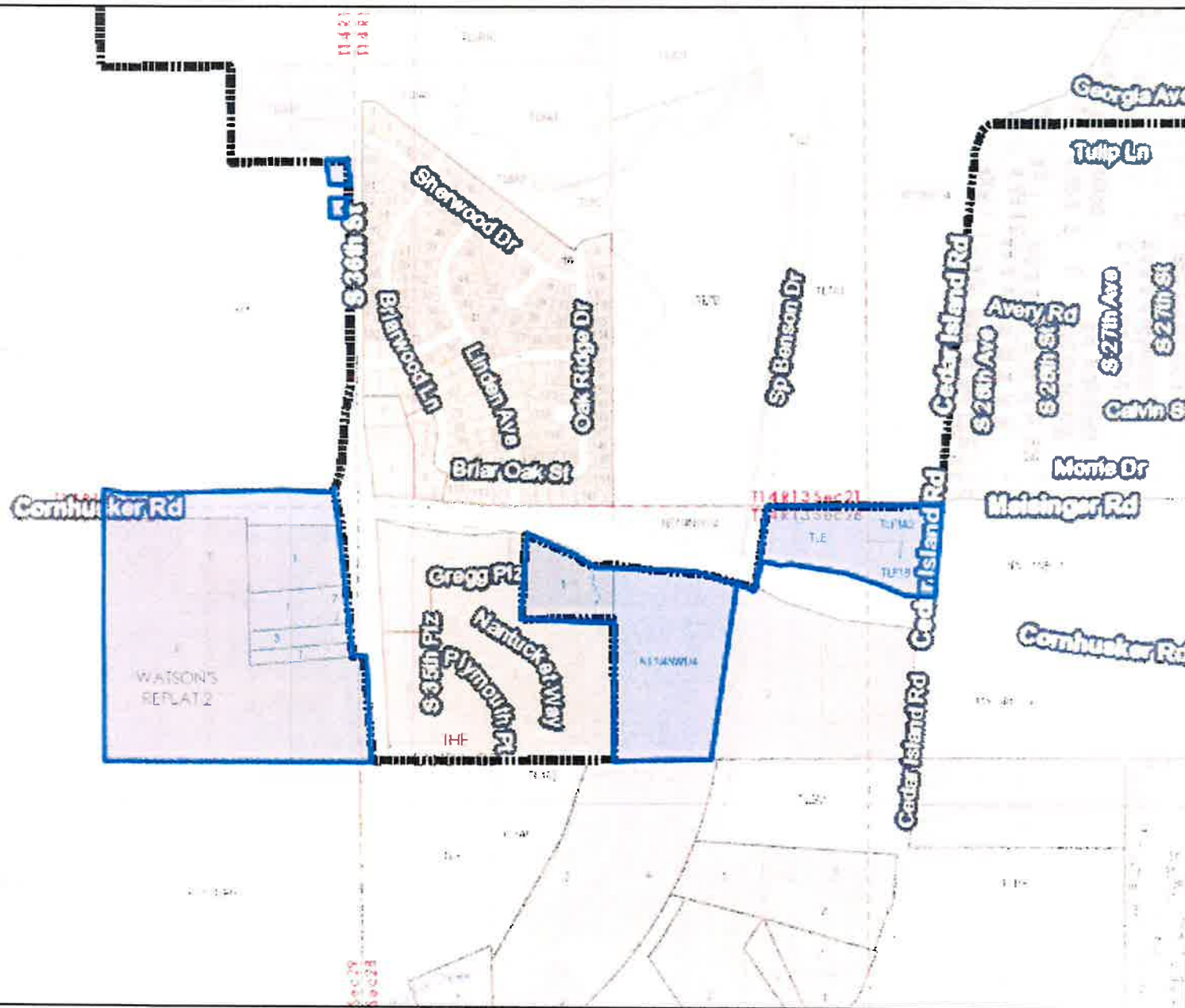
ATTEST

City Clerk

Mayor

First Reading: 4/8/19
Second Reading: _____
Third Reading: _____



Annexation Area # 2



Location



Legend

-  Road Centerlines
 Municipal Boundaries



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



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12C
4-22-19

COUNCIL MEETING DATE:	April 8, 2019	AGENDA ITEM TYPE:
SUBMITTED BY: Chris Shewchuk, Planning Director <i>CHS</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:

Request to annex Lots 1 through 32 and vacated 37th Avenue, Barnette Subdivision: Lots 1 through 6, 8 through 20, 21B, and 24 through 30; Evening View: Lots 1 and 2; Evening View Replat 1: Lots 1 and 2; Evening View Replat 2: Lot 1; Clausen Acres: Lots 1 and 2; Paige Hill: Lots 1, 2, and 3; Loftus First Addition: Lot 1; Potter & George Replat 1: Lots 6, 7, and 8; Block 4, Potter & George Company's Subdivision: Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 8A, and 9B; Block 3, Potter & George Company's Subdivision: Lots 1, 2, and 3; Sytsko Addition: Lot 1; Boganowski Subdivision: Lot 1; Davis Subdivision: Tax Lots 1, 2A, 2B, F, and G; Section 21, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

SYNOPSIS:

The City is proposing to annex a number of unincorporated lots adjacent, or nearly adjacent, to the current city limits. The proposal has been divided into nine areas—the first five are on the current Council agenda, the next four will be on a Council agenda in May after having public hearing before the Planning Commission at its April meeting.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon tax revenues and expected departmental expenditures.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department has recommended approval of this request. The Planning Commission has recommended approval of this annexation request, except for the removal of Tax Lots 1, F, and G which have Greenbelt status.

BACKGROUND:

This ordinance pertains to Annexation Area #3. See attached Planning Department memorandum regarding the complete annexation package being proposed at this time.

ATTACHMENTS:

1	PC recommendation	4	
2	Planning Department staff memo	5	
3	Proposed Ordinance and Map	6	

SIGNATURES:

ADMINISTRATOR APPROVAL: 

FINANCE APPROVAL: 

LEGAL APPROVAL: 

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 22, 2019

REQUEST: Request to annex Lots 1 through 32 and vacated 37th Avenue, Barretts Subdivision; Lots 1 through 6, 9 through 20, 21B, and 24 through 30, Evening Vue; Lots 1 and 2, Evening Vue Replat 1; Lots 1 and 2, Evening Vue Replat 2; Lot 1, Clausen Acres; Lots 1 and 2, Paige Hill; Lots 1, 2, and 3, Loftus First Addition; Lot 1, Potter & George Replat 1; Lots 6, 7, and 8, Block 4, Potter & George Company's Subdivision; Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 9A2, and 9B, Block 3, Potter & George Company's Subdivision; Lots 1, 2, and 3, Syslo Addition; Lot 1, Boganowski Subdivision; Lot 1, Davis Subdivision; Tax Lots 1, 2A, 2B, F, and G, Section 21, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted six yes, two no, zero abstained, and one absent to recommend:

APPROVAL with the exception of Tax Lots 1, F, and G, based on their agricultural use and greenbelt status.
APPROVAL based upon the good of the city and in accordance with the Comprehensive Plan.

VOTE:

Yes:	Six:	No:	Two:	Abstain:	Zero:	Absent:	One:
	Casey		Aerni				Ritz
	Perrin		Cutsforth				
	Cain						
	Jacobson						
	Ackley						
	Smith						

Planning Commission Hearing (s) was held on: March 28, 2019



City of Bellevue

Office of the Planning Department

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director *CMS*
Date: April 2, 2019
Subject: City of Bellevue annexation proposal

As a result of its recent Strategic Planning session, the City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. The City of Bellevue is proposing to annex a large number of unincorporated lots adjacent or close to the existing city limits. We have divided the lots into nine geographical areas and have labeled them as Annexation Areas 1 through 9. The ordinances currently before the City Council are for the annexation of Areas 1, 2, 3, 4, and 6, as shown on the attached maps, comprised of 180 parcels. It is estimated that there are approximately 500 people living in these areas. The other four areas will be presented to the Planning Commission at its April meeting and brought to the Council in May. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2020. The current assessed value of the properties in this annexation proposal is \$33,821,438. Based upon the City's current levy, the increase in property tax receipts for the City would be \$206,310.77; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; each property will also see the elimination of the levy assessed by its corresponding fire district. The properties involved in this annexation are in four different school districts and three different fire districts, resulting in six different total property tax levies across all the lots in this proposal. The following chart shows the current levies, based on school and fire districts:

<u>School</u>	<u>Fire</u>	<u>Current levy</u>	<u>Future levy</u>	<u>Increase</u>
Bellevue	Eastern Sarpy	1.77401	2.198227	0.424217
Bellevue	Papillion	1.723936	2.198227	0.474291
Omaha	Good Luck	1.848242	2.318495	0.470253
Omaha	Eastern Sarpy	1.894278	2.318495	0.424217
Papillion	Papillion	1.904194	2.378485	0.474291
Springfield	Papillion	1.625369	2.099660	0.474291

The annexation will affect the tax levy by removing the fire district levy and adding the City of Bellevue levy, currently 0.61. The annexation will not affect the levies of the other taxing jurisdictions. For a property valued at \$150,000, the change in property tax would be:

<u>School</u>	<u>Fire</u>	<u>Current tax</u>	<u>Future tax</u>	<u>Increase</u>
Bellevue	Eastern Sarpy	\$2,661.02	\$3,297.34	\$636.32
Bellevue	Papillion	\$2,585.90	\$3,297.34	\$711.44
Omaha	Good Luck	\$2,772.36	\$3,477.74	\$705.38
Omaha	Eastern Sarpy	\$2,841.42	\$3,477.74	\$636.32
Papillion	Papillion	\$2,856.29	\$3,567.73	\$711.44
Springfield	Papillion	\$2,438.05	\$3,149.49	\$711.44

The figures shown on these two charts reflect the current tax levy; levies and assessed valuations are subject to change.

This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. While some departments indicated the ability to serve these areas with existing resources, the Police Department indicated the need for one additional Code Enforcement Officer to handle the expected increase in workload.

The Street Department also reported a need for additional manpower and equipment, plus an additional budget of \$86,592.96 for annual maintenance. While these five areas by themselves would result in partial needs, the total package of nine areas would result in the need for two full-time employees and one to two pieces of equipment. Additionally, approximately \$750,000 would need to be included in the CIP in the next three to five years for road projects. The City would receive an increase in its highway allocation of \$67,225.14 (based on current figures) with the addition of 7.98 lane miles in these areas. An estimated cost of street lighting has not been determined.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

DEPARTMENT RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

NOTE: The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.



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MEMORANDUM

To: Chris Schewchuk Planning Director
Cc: Jeff Roberts Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Review
Date: March 2019

○ PACKAGE SUMMARY TOTALS:

- Package Totals:
 - Lane Miles = 22.48
 - Annual Street Lighting Cost = Unknown at this time
 - Manpower additions – 176% of level threshold; 2 full-time employees
 - Equipment additions – 134 % of level threshold; 1-2 pieces
 - Needed annual maintenance budget increase, not including first-year additional personnel or equipment costs – \$86,592.96
 - Projected annual Highway Allocation revenue increase -\$189,459.98
 - Needed roadway work to be added to, programmed in CIP- \$4,675,000

Given time constraints, schedule and workload, the lighting cost information was not obtained for this report. All lane mile information is basic in nature and should only be looked as 90% accurate, underestimated. With that in mind, please also consider the associated percentage thresholds and budgetary numbers are most likely somewhat underestimated.

○ AREA 1 – SOUTH AND WEST OF 36TH ST AND CAPEHART RD

Lane Miles = 2.28

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Misc - CIP, road conditions and project needs: No additional comments at this time

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Lane Miles = 1.78

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Lane Miles = 0.00

No additional operational needs, concerns at this time

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Lane Miles = 5.33

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 31.9% of level needed to add one additional piece of equipment
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Lane Miles = 2.19

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○ **AREA 7 – BETWEEN KENNEDY FREEWAY AND FT CROOK RD, S/ CHILDS RD**

Lane Miles = 1.25

OPPD street lighting cost = Unknown at this time

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○ **AREA 8 – EAST OF OFFUTT AFB**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 9 – SOUTH OF OFFUTT AFB**

Lane Miles = 7.92

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 47.4% of level needed to add one additional piece of equipment

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Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



ORDINANCE NO. 3940

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

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

Lots 2, 3, 7, 8, and 10 through 32, Barretts Subdivision;

Lot 1, Barretts Subdivision and east ½ vacated 37th Avenue adjacent on west and south 8' Virginia Street;

Lots 4 and 5, Barretts Subdivision and east ½ vacated 37th Avenue adjacent;

Lot 6, Barretts Subdivision and vacated strip of road;

Lot 9, Barretts Subdivision and west ½ of vacated 37th Avenue adjacent;

Lots 1 through 6, 9 through 20, 21B, and 24 through 30, Evening Vue;

Lots 1 and 2, Evening Vue Replat 1;

Lots 1 and 2, Evening Vue Replat 2;

Lot 1, Clausen Acres;

Lots 1 and 2, Paige Hill;

Lots 1, 2, and 3, Loftus First Addition;

Lot 1, Potter & George Replat 1;

Lots 6, 7, and 8, Block 4, Potter & George Company's Subdivision;

Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 9A2, and 9B, Block 3, Potter & George Company's Subdivision;

Lots 1, 2, and 3, Syslo Addition;

Lot 1, Boganowski Subdivision;

Lot 1, Davis Subdivision;

Tax Lots 1, 2A, 2B, F, and G, Section 21, Township 14 North Range 13 East of the 6th P.M.;

and all abutting county road rights-of-way

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

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

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

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

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

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

APPROVED AS TO FORM:

City Attorney

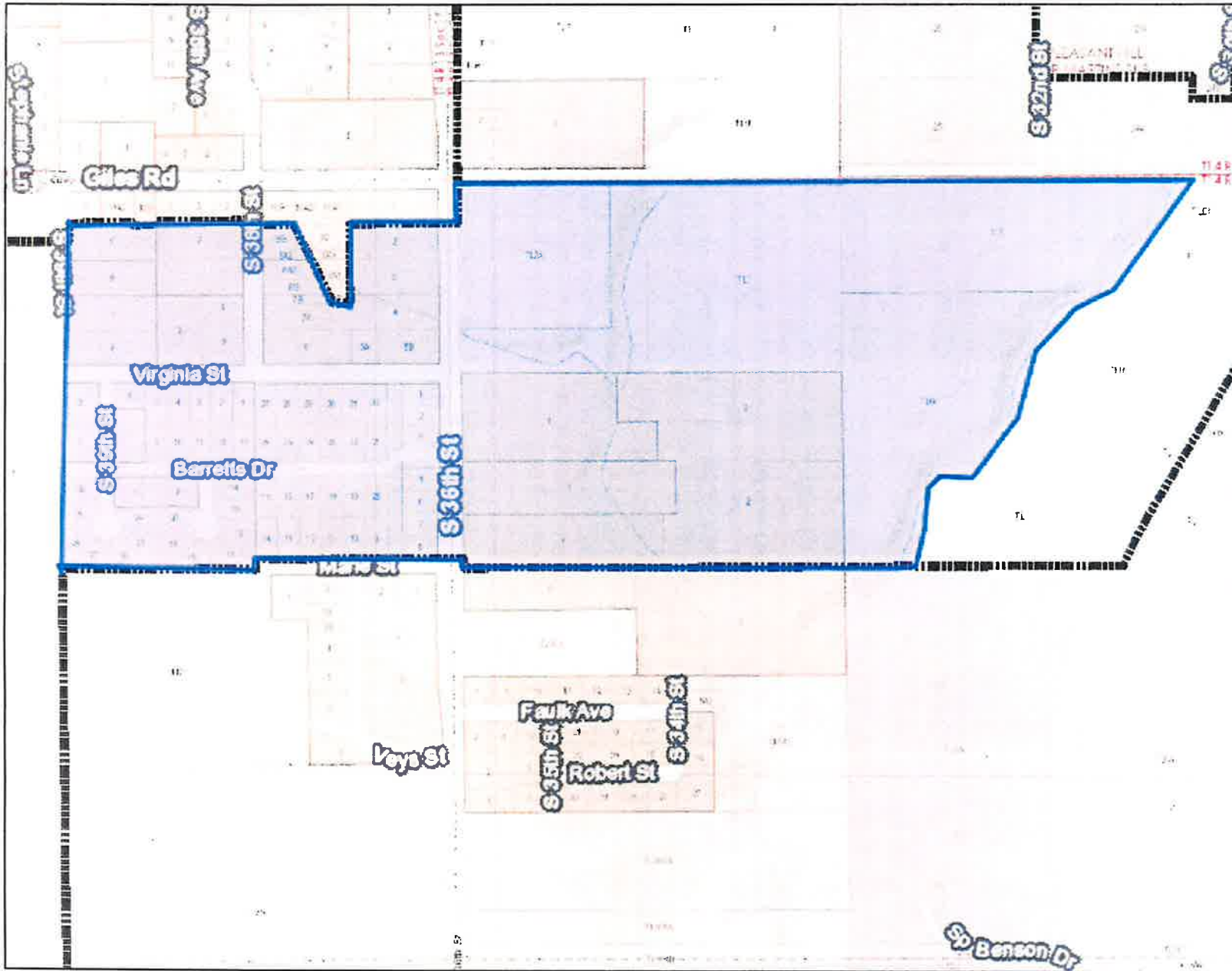
ATTEST

City Clerk

Mayor

First Reading: 4/8/19
Second Reading: _____
Third Reading: _____

Annexation Area # 3

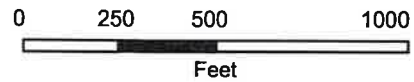


Location



Legend

- Road Centerlines
- Municipal Boundaries



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

April 9, 2019

Bellevue City Council
450 110th Avenue NE
Bellevue, WA 98004

Dear Council Members:

Please accept this letter of concern regarding our family's property and livelihood. My family and I reside on properties; south 32nd, Tax Lots F & G, Tax Lots Q2 & T2, Lots 24A, 25 and 26. The intention of this letter is to inform you of our properties use and tie to agriculture.

Agriculture is a key pillar of Nebraska communities and economies. Our farm is a strong example of this. On our land we produce and harvest brome hay. Each season we yield 35 large round bales of hay. This hay is used to feed our sheep, goats and horses. In addition, this crop provides bedding at times to the hogs and livestock raised on our property. Due to these levels of agricultural production the properties listed above are filed under the Greenbelt and have been for many years.

Production agriculture runs deep in the property use as much as it does in our family history. This farm land has been in our family since 1920. Vernon Aus was a dairy farmer, crop producer and was an active member of the Sarpy County Fair Board. His son, Roger Aus started a 4-H club on this property 38 years ago. 4-H is a longstanding tradition in the community around us as it is a youth development program. Currently, 30 members attend meetings, learn about the agricultural industry, career opportunities, work with livestock and develop life skills. These youth and their families benefit from coming to the farm throughout the year. These youth also learn responsibility, work ethic, leadership and other valuable traits as they spend time caring, working and appreciating livestock. The families and youth involved add value to the community and ensure a more promising future.

Thank you for taking the time to listen to our concerns. We appreciate the consideration to be omitted from the annexation process. My husband and I work very hard to sustainably maintain the farm and have full-time jobs. The impact made by sharing our home with the 4-H youth and their families is tremendous. Our family passion is creating a conversation around the importance of agriculture and the environment in Nebraska and we couldn't do it without our home.

Thank you for taking time to read our letter and if you have any questions, please feel free to contact us at 402-980-4879.

Sincerely,
Jack & Tracey Jones

8259 S 32nd St
Bellevue, NE 68147

RECEIVED

APR 12 2019

CITY CLERK

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13d.
4-22-19

COUNCIL MEETING DATE:	April 8, 2019	AGENDA ITEM TYPE:
		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:

Request to annex Lots 1 through 7, Edward Warren Addition; Lots 1 and 2, Denny's Subdivision; Lots 1, 2, and 3, Norton's First Addition; Lots 1 and 2, Cornelson Addition; Lots 1 through 5, Pleasant Valley; Lot 1, J&J Addition; Lot 1, Goers Addition; Lots 1 through 24 and vacant alley, Block 2, Pennington Heights; Lot 1, Ambrose Addition; Lot 2, Lory's Acres; Lot 2, Lory's Acres Replat; Lots 17A, 18A, 18B1A, 18B2, 18B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 21 except east 30', north half of Lot 22, 24A, 25, 26, 27, north 15' of Lot 28, south 75' of the south half of Lot 29, and 31A1, Pleasant Hill or Martin's Subdivision; Lots 31C1 and 31D, Pleasant Hill Replat; Tax Lots H2, J1, J2, K1, K2, L1, L2, M, N, O1, O2, P1, P2, Q1, Q2, R1, R2, R3, T1, T2, U, V1B1, north 65' of Tax Lot I-2, and south 75' of Tax Lot I-2, Section 16, Township 14 North, Range 13 East of the 6th P.M., and all abutting county road rights-of-way. Applicant: City of Bellevue

SYNOPSIS:

The City is proposing to annex a number of unincorporated lots adjacent, or nearly adjacent, to the current city limits. The proposal has been divided into nine areas—the first five are on the current Council agenda, the next four will be on a Council agenda in May after having public hearing before the Planning Commission at its April meeting.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon tax revenues and expected departmental expenditures.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department has recommended approval of this request. The Planning Commission has recommended approval of this annexation request, except for the removal of Lots 24A, 25 and 26, Pleasant Hill or Martin's Subdivision and Tax Lots Q2 and T2 which have Greenbelt status.

BACKGROUND:

This ordinance pertains to Annexation Area #4. See attached Planning Department memorandum regarding the complete annexation package being proposed at this time.

ATTACHMENTS:

1 PC recommendation	4
2 Planning Department staff memo	5
3 Proposed Ordinance and Map	6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

[Handwritten signatures]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 22, 2019

REQUEST: Request to annex Lots 1 through 7, Edward Warren Addition; Lots 1 and 2, Denny's Subdivision; Lots 1, 2, and 3, Norton's First Addition; Lots 1 and 2, Cornelison Addition; Lots 1 through 5, Pleasant Valley; Lot 1, J&J Addition; Lot 1, Goers Addition; Lots 1 through 24 and vacated alley, Block 2, Pennington Heights; Lot 1, Armbrust Addition; Lot 2, Lucy's Acres; Lot 2, Lucy's Acres Replat; Lots 17A, 18A, 18B1A, 18B2, 19B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 21 except east 30', north half of Lot 22, 24A, 25, 26, 27, north 15' of Lot 28, south 75' of the south half of Lot 28, and 31A1 west of railroad, Pleasant Hill or Martin's Subdivision; Lots 31C1A and 31D, Pleasant Hill Replat; Tax Lots H2, J1, J2, K1, K2, L1, L2, M, N, O1, O2, P1, P2, Q1, Q2, R1, R2, R3, T1, T2, U, V1B1, north 65' of Tax Lot I-2, and south 75' of Tax Lot I-2, Section 16, Township 14 North, Range 13 East of the 6th P.M., and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted six yes, two no, zero abstained, and one absent to recommend:

APPROVAL with the exception of Tax Lots Q2 and T2, and Lots 24A, 25, and 26, Pleasant Hill or Martin's Subdivision, based on their agricultural use and greenbelt status. **APPROVAL** based upon consistency with the Comprehensive Plan.

VOTE:

Yes:	Six:	No:	Two:	Abstain:	Zero:	Absent:	One:
	Casey		Aerni				Ritz
	Perrin		Cutsforth				
	Cain						
	Jacobson						
	Ackley						
	Smith						

Planning Commission Hearing (s) was held on: March 28, 2019



City of Bellevue

Office of the Planning Department

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director
Date: April 2, 2019
Subject: City of Bellevue annexation proposal

As a result of its recent Strategic Planning session, the City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. The City of Bellevue is proposing to annex a large number of unincorporated lots adjacent or close to the existing city limits. We have divided the lots into nine geographical areas and have labeled them as Annexation Areas 1 through 9. The ordinances currently before the City Council are for the annexation of Areas 1, 2, 3, 4, and 6, as shown on the attached maps, comprised of 180 parcels. It is estimated that there are approximately 500 people living in these areas. The other four areas will be presented to the Planning Commission at its April meeting and brought to the Council in May. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2020. The current assessed value of the properties in this annexation proposal is \$33,821,438. Based upon the City's current levy, the increase in property tax receipts for the City would be \$206,310.77; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; each property will also see the elimination of the levy assessed by its corresponding fire district. The properties involved in this annexation are in four different school districts and three different fire districts, resulting in six different total property tax levies across all the lots in this proposal. The following chart shows the current levies, based on school and fire districts:

<u>School</u>	<u>Fire</u>	<u>Current levy</u>	<u>Future levy</u>	<u>Increase</u>
Bellevue	Eastern Sarpy	1.77401	2.198227	0.424217
Bellevue	Papillion	1.723936	2.198227	0.474291
Omaha	Good Luck	1.848242	2.318495	0.470253
Omaha	Eastern Sarpy	1.894278	2.318495	0.424217
Papillion	Papillion	1.904194	2.378485	0.474291
Springfield	Papillion	1.625369	2.099660	0.474291

The annexation will affect the tax levy by removing the fire district levy and adding the City of Bellevue levy, currently 0.61. The annexation will not affect the levies of the other taxing jurisdictions. For a property valued at \$150,000, the change in property tax would be:

School	Fire	Current tax	Future tax	Increase
Bellevue	Eastern Sarpy	\$2,661.02	\$3,297.34	\$636.32
Bellevue	Papillion	\$2,585.90	\$3,297.34	\$711.44
Omaha	Good Luck	\$2,772.36	\$3,477.74	\$705.38
Omaha	Eastern Sarpy	\$2,841.42	\$3,477.74	\$636.32
Papillion	Papillion	\$2,856.29	\$3,567.73	\$711.44
Springfield	Papillion	\$2,438.05	\$3,149.49	\$711.44

The figures shown on these two charts reflect the current tax levy; levies and assessed valuations are subject to change.

This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. While some departments indicated the ability to serve these areas with existing resources, the Police Department indicated the need for one additional Code Enforcement Officer to handle the expected increase in workload.

The Street Department also reported a need for additional manpower and equipment, plus an additional budget of \$86,592.96 for annual maintenance. While these five areas by themselves would result in partial needs, the total package of nine areas would result in the need for two full-time employees and one to two pieces of equipment. Additionally, approximately \$750,000 would need to be included in the CIP in the next three to five years for road projects. The City would receive an increase in its highway allocation of \$67,225.14 (based on current figures) with the addition of 7.98 lane miles in these areas. An estimated cost of street lighting has not been determined.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

DEPARTMENT RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

NOTE: The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.



MEMORANDUM

To: Chris Schewchuk Planning Director
Cc: Jeff Roberts Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Review
Date: March 2019

○ **PACKAGE SUMMARY TOTALS:**

- Package Totals:
 - Lane Miles = 22.48
 - Annual Street Lighting Cost = Unknown at this time
 - Manpower additions – 176% of level threshold; 2 full-time employees
 - Equipment additions – 134 % of level threshold; 1-2 pieces
 - Needed annual maintenance budget increase, not including first-year additional personnel or equipment costs – \$86,592.96
 - Projected annual Highway Allocation revenue increase -\$189,459.98
 - Needed roadway work to be added to, programmed in CIP- \$4,675,000

Given time constraints, schedule and workload, the lighting cost information was not obtained for this report. All lane mile information is basic in nature and should only be looked as 90% accurate, underestimated. With that in mind, please also consider the associated percentage thresholds and budgetary numbers are most likely somewhat underestimated.

○ **AREA 1 – SOUTH AND WEST OF 36TH ST AND CAPEHART RD**

Lane Miles = 2.28

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.6% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.9% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$8,782.56
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$19,216
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 2 – AREA AROUND 36TH ST AND CORNHUSKER RD**

Lane Miles = 1.78

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.6% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 14% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,856.56
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$15,001.70
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 3 – ALONG 36TH ST, BETWEEN CORNHUSKER AND GILES RD**

Lane Miles = 1.73

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.3% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 13.6% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,663.96
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$14,580.30
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets cost could approach and exceed \$750 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





Error! Main Document Only. City of Bellevue

Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

○ **AREA 4 – SOUTH OF CHANDLER RD, EAST OF 36TH ST**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 5 – BETWEEN 25TH ST AND KENNEDY FREEWAY, S/ KENNEDY TOWN CENTER**

Lane Miles = 5.33

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 31.9% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 41.8% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$20,531.16 (based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$44,920.81 (based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets north of Childs Rd cost could approach and exceed \$925 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed. Childs Rd from 25th St, east to the Kennedy Freeway will also need to be resurfaced along with the residential streets south of Childs Rd in the area. Costs for resurfacing will exceed \$600 k and the work should be completed within the first 3-5 years following annexation.

○ **AREA 6 – AREA AROUND 25TH ST AND CORNHUSKER RD**

Lane Miles = 2.19

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.1% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.2% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

Needed yearly operational maintenance budget increase - \$8435.88
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$18,457.14
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

No additional CIP needs identified currently, yearly maintenance only for the first five years after annexation.

○ **AREA 7 – BETWEEN KENNEDY FREEWAY AND FT CROOK RD, S/ CHILDS RD**

Lane Miles = 1.25

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 7.5% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 9.8% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$4,815.00
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$10,534.90
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab needed on Kasper within the first 3-5 years following annexation. Costs could approach \$200 k.

○ **AREA 8 – EAST OF OFFUTT AFB**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 9 – SOUTH OF OFFUTT AFB**

Lane Miles = 7.92

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 47.4% of level needed to add one additional piece of equipment

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 62.2% of level needed to add one employee

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$30,507.84

(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$66,749.13

(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab along Ft Crook , including major bridge rehab repairs and resurfacing needs. Costs could approach and exceed \$2.2 M and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



ORDINANCE NO. 3941

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

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

Lots 1 through 7, Edward Warren Addition;

Lots 1 and 2, Denny's Subdivision;

Lots 1, 2, and 3, Norton's First Addition;

Lots 1 and 2, Cornelison Addition;

Lots 1 through 5, Pleasant Valley;

Lot 1, J&J Addition;

Lot 1, Goers Addition;

Lots 1 through 24 and vacated alley, Block 2, Pennington Heights;

Lot 1, Armbrust Addition;

Lot 2, Lucy's Acres;

Lot 2, Lucy's Acres Replat;

Lots 18A, 18B2, 19B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 24A, 25, 26, and 27, Pleasant Hill or Martin's Subdivision;

Lots 31C1A and 31D, Pleasant Hill Replat;

Tax Lots H2, North 65' of Tax Lot I-2, South 75' of Tax Lot I-2, J1, J2, K1, K2, L1, L2, M, N, North 89.6' of Tax Lots O and P, North 104.3' of the south of 241.9' of Tax Lots O and P, North 104.6' of the south 137.6' of Tax Lots O and P, South 33' of Tax Lots O and P, Q1, Q2, R1, R2, R3, T1, T2, and U, Section 16, Township 14 North, Range 13 East of the 6th P.M.;

Lot 31A1, west of railroad, Pleasant Hill or Martin's Subdivision, and Tax Lot V1B1, Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County;

Lots 17A, 18B1A, and north 15' of Lot 28, Pleasant Hill or Martin's Subdivision;

South 75' of the south one-half of Lot 28, Pleasant Hill or Martin's Subdivision;

North one-half of Lot 27, except south 75', Pleasant Hill or Martin's Subdivision;

South one-half of Lot 27 and south 75' of the north one-half of Lot 27, Pleasant Hill or Martin's Subdivision;

Lot 21, except east 30', Pleasant Hill or Martin's Subdivision;

North one-half of Lot 22, Pleasant Hill or Martin's Subdivision;

and all abutting county road rights-of-way

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

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

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

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

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

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

APPROVED AS TO FORM:

City Attorney

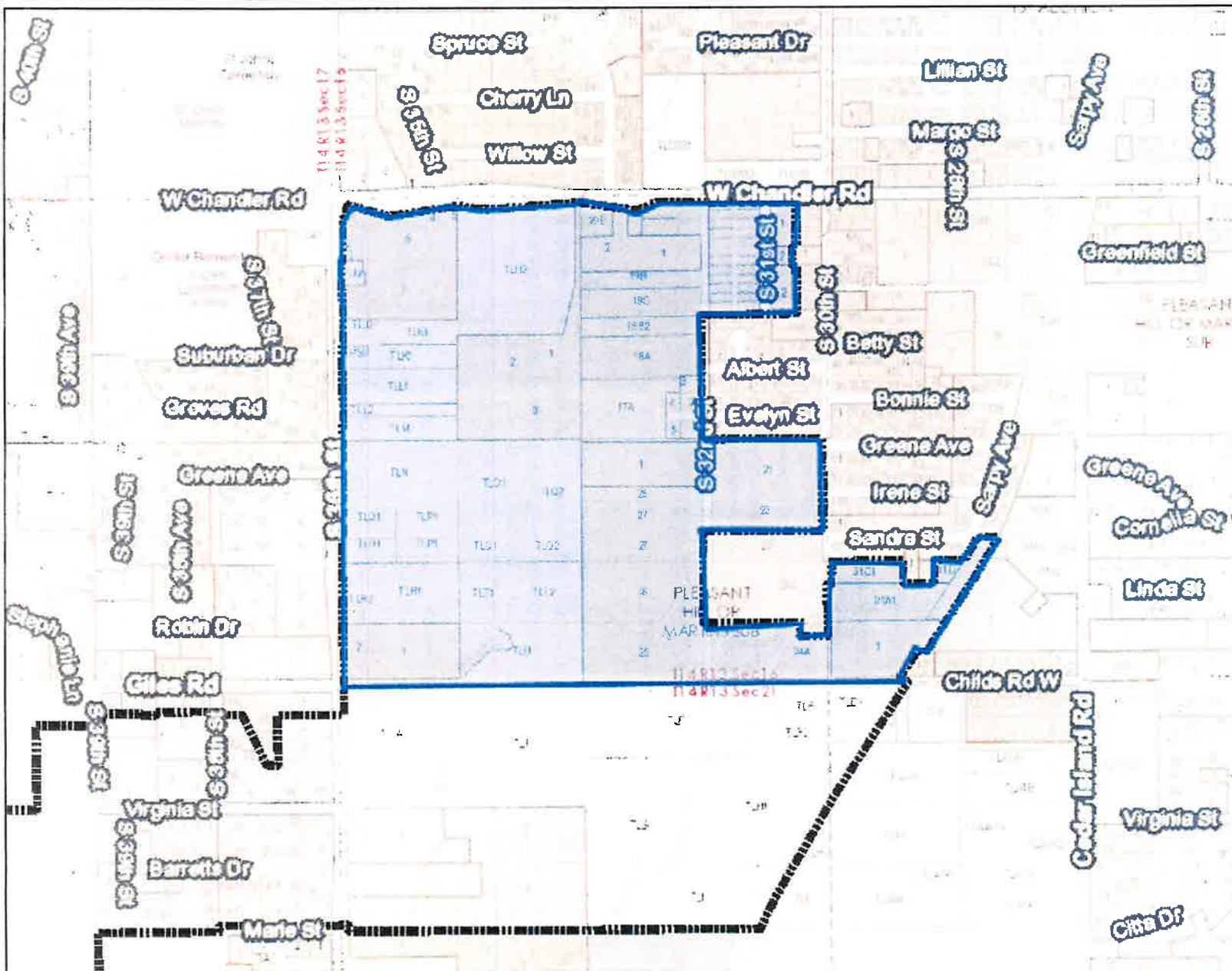
ATTEST

City Clerk

Mayor

First Reading: 4/8/19
Second Reading: _____
Third Reading: _____

Annexation Area # 4



Location



Legend

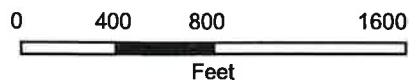
Road Centerlines



Municipal Boundaries



1:9,600



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Sarpy County GIS



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

April 9, 2019

Bellevue City Council
450 110th Avenue NE
Bellevue, WA 98004

Dear Council Members:

Please accept this letter of concern regarding our family's property and livelihood. My family and I reside on properties; south 32nd, Tax Lots F & G, Tax Lots Q2 & T2, Lots 24A, 25 and 26. The intention of this letter is to inform you of our properties use and tie to agriculture.

Agriculture is a key pillar of Nebraska communities and economies. Our farm is a strong example of this. On our land we produce and harvest brome hay. Each season we yield 35 large round bales of hay. This hay is used to feed our sheep, goats and horses. In addition, this crop provides bedding at times to the hogs and livestock raised on our property. Due to these levels of agricultural production the properties listed above are filed under the Greenbelt and have been for many years.

Production agriculture runs deep in the property use as much as it does in our family history. This farm land has been in our family since 1920. Vernon Aus was a dairy farmer, crop producer and was an active member of the Sarpy County Fair Board. His son, Roger Aus started a 4-H club on this property 38 years ago. 4-H is a longstanding tradition in the community around us as it is a youth development program. Currently, 30 members attend meetings, learn about the agricultural industry, career opportunities, work with livestock and develop life skills. These youth and their families benefit from coming to the farm throughout the year. These youth also learn responsibility, work ethic, leadership and other valuable traits as they spend time caring, working and appreciating livestock. The families and youth involved add value to the community and ensure a more promising future.

Thank you for taking the time to listen to our concerns. We appreciate the consideration to be omitted from the annexation process. My husband and I work very hard to sustainably maintain the farm and have full-time jobs. The impact made by sharing our home with the 4-H youth and their families is tremendous. Our family passion is creating a conversation around the importance of agriculture and the environment in Nebraska and we couldn't do it without our home.

Thank you for taking time to read our letter and if you have any questions, please feel free to contact us at 402-980-4879.

Sincerely,
Jack & Tracey Jones

8259 S 32nd St
Bellevue, NE 68147

RECEIVED

APR 12 2019

CITY CLERK

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12e...
4-22-19

COUNCIL MEETING DATE:	April 8, 2019	AGENDA ITEM TYPE:
SUBMITTED BY: Chris Shewchuk, Planning Director CMS	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:

Request to annex Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East; Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road, Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

SYNOPSIS:

The City is proposing to annex a number of unincorporated lots adjacent, or nearly adjacent, to the current city limits. The proposal has been divided into nine areas—the first five are on the current Council agenda, the next four will be on a Council agenda in May after having public hearing before the Planning Commission at its April meeting.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon tax revenues and expected departmental expenditures.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department has recommended approval of this request. The Planning Commission has recommended approval of this annexation request, except for the removal of Tax Lots C and 4F and part of the northwest quarter of the northeast quarter of Section 28, east of Cedar Island Road and north of Cornhusker Road which have Greenbelt status.

BACKGROUND:

This ordinance pertains to Annexation Area #6. See attached Planning Department memorandum regarding the complete annexation package being proposed at this time.

ATTACHMENTS:

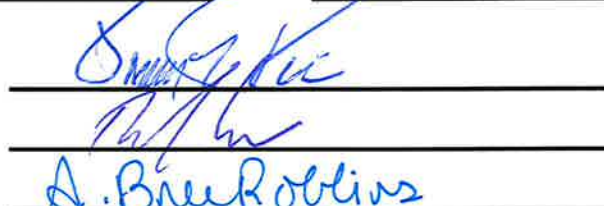
1	PC recommendation	4	
2	Planning Department staff memo	5	
3	Proposed Ordinance and Map	6	

SIGNATURES:

ADMINISTRATOR APPROVAL: _____

FINANCE APPROVAL: _____

LEGAL APPROVAL: _____


A. Blue Robins

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 22, 2019

REQUEST: Request to annex Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East of the 6th P.M.; Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road, Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted seven yes, one no, zero abstained, and one absent to recommend:

APPROVAL with the exception of Tax Lots C and 4F, and part of the northwest ¼ of the northeast ¼ east of Cedar Island Road and north of Cornhusker Road, based on their agricultural use and greenbelt status.
APPROVAL based on consistency with the Comprehensive Plan.

VOTE:

Yes:	Seven:	No:	One:	Abstain:	Zero:	Absent:	One:
	Casey		Cutsforth				Ritz
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Smith						

Planning Commission Hearing (s) was held on: March 28, 2019



City of Bellevue

Office of the Planning Department

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director *CMS*
Date: April 2, 2019
Subject: City of Bellevue annexation proposal

As a result of its recent Strategic Planning session, the City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. The City of Bellevue is proposing to annex a large number of unincorporated lots adjacent or close to the existing city limits. We have divided the lots into nine geographical areas and have labeled them as Annexation Areas 1 through 9. The ordinances currently before the City Council are for the annexation of Areas 1, 2, 3, 4, and 6, as shown on the attached maps, comprised of 180 parcels. It is estimated that there are approximately 500 people living in these areas. The other four areas will be presented to the Planning Commission at its April meeting and brought to the Council in May. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2020. The current assessed value of the properties in this annexation proposal is \$33,821,438. Based upon the City's current levy, the increase in property tax receipts for the City would be \$206,310.77; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; each property will also see the elimination of the levy assessed by its corresponding fire district. The properties involved in this annexation are in four different school districts and three different fire districts, resulting in six different total property tax levies across all the lots in this proposal. The following chart shows the current levies, based on school and fire districts:

<u>School</u>	<u>Fire</u>	<u>Current levy</u>	<u>Future levy</u>	<u>Increase</u>
Bellevue	Eastern Sarpy	1.77401	2.198227	0.424217
Bellevue	Papillion	1.723936	2.198227	0.474291
Omaha	Good Luck	1.848242	2.318495	0.470253
Omaha	Eastern Sarpy	1.894278	2.318495	0.424217
Papillion	Papillion	1.904194	2.378485	0.474291
Springfield	Papillion	1.625369	2.099660	0.474291

The annexation will affect the tax levy by removing the fire district levy and adding the City of Bellevue levy, currently 0.61. The annexation will not affect the levies of the other taxing jurisdictions. For a property valued at \$150,000, the change in property tax would be:

<u>School</u>	<u>Fire</u>	<u>Current tax</u>	<u>Future tax</u>	<u>Increase</u>
Bellevue	Eastern Sarpy	\$2,661.02	\$3,297.34	\$636.32
Bellevue	Papillion	\$2,585.90	\$3,297.34	\$711.44
Omaha	Good Luck	\$2,772.36	\$3,477.74	\$705.38
Omaha	Eastern Sarpy	\$2,841.42	\$3,477.74	\$636.32
Papillion	Papillion	\$2,856.29	\$3,567.73	\$711.44
Springfield	Papillion	\$2,438.05	\$3,149.49	\$711.44

The figures shown on these two charts reflect the current tax levy; levies and assessed valuations are subject to change.

This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. While some departments indicated the ability to serve these areas with existing resources, the Police Department indicated the need for one additional Code Enforcement Officer to handle the expected increase in workload.

The Street Department also reported a need for additional manpower and equipment, plus an additional budget of \$86,592.96 for annual maintenance. While these five areas by themselves would result in partial needs, the total package of nine areas would result in the need for two full-time employees and one to two pieces of equipment. Additionally, approximately \$750,000 would need to be included in the CIP in the next three to five years for road projects. The City would receive an increase in its highway allocation of \$67,225.14 (based on current figures) with the addition of 7.98 lane miles in these areas. An estimated cost of street lighting has not been determined.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

DEPARTMENT RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

NOTE: The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.



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Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

MEMORANDUM

To: Chris Schewchuk Planning Director
Cc: Jeff Roberts Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Review
Date: March 2019

○ **PACKAGE SUMMARY TOTALS:**

- Package Totals:
 - Lane Miles = 22.48
 - Annual Street Lighting Cost = Unknown at this time
 - Manpower additions – 176% of level threshold; 2 full-time employees
 - Equipment additions – 134 % of level threshold; 1-2 pieces
 - Needed annual maintenance budget increase, not including first-year additional personnel or equipment costs – \$86,592.96
 - Projected annual Highway Allocation revenue increase -\$189,459.98
 - Needed roadway work to be added to, programmed in CIP- \$4,675,000

Given time constraints, schedule and workload, the lighting cost information was not obtained for this report. All lane mile information is basic in nature and should only be looked as 90% accurate, underestimated. With that in mind, please also consider the associated percentage thresholds and budgetary numbers are most likely somewhat underestimated.

○ **AREA 1 – SOUTH AND WEST OF 36TH ST AND CAPEHART RD**

Lane Miles = 2.28

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.6% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.9% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$8,782.56 (based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$19,216 (based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Street Department

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Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 2 – AREA AROUND 36TH ST AND CORNHUSKER RD**

Lane Miles = 1.78

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.6% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 14% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,856.56
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$15,001.70
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 3 – ALONG 36TH ST, BETWEEN CORNHUSKER AND GILES RD**

Lane Miles = 1.73

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.3% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 13.6% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,663.96
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$14,580.30
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets cost could approach and exceed \$750 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

○ **AREA 4 – SOUTH OF CHANDLER RD, EAST OF 36TH ST**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 5 – BETWEEN 25TH ST AND KENNEDY FREEWAY, S/ KENNEDY TOWN CENTER**

Lane Miles = 5.33

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 31.9% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 41.8% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$20,531.16 (based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$44,920.81 (based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets north of Childs Rd cost could approach and exceed \$925 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed. Childs Rd from 25th St, east to the Kennedy Freeway will also need to be resurfaced along with the residential streets south of Childs Rd in the area. Costs for resurfacing will exceed \$600 k and the work should be completed within the first 3-5 years following annexation.

○ **AREA 6 – AREA AROUND 25TH ST AND CORNHUSKER RD**

Lane Miles = 2.19

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.1% of level needed to add one additional piece of equipment (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.2% of level needed to add one employee (based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Street Department

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Needed yearly operational maintenance budget increase - \$8435.88
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$18,457.14
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

No additional CIP needs identified currently, yearly maintenance only for the first five years after annexation.

○ **AREA 7 – BETWEEN KENNEDY FREEWAY AND FT CROOK RD, S/ CHILDS RD**

Lane Miles = 1.25

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 7.5% of level needed to add one additional piece of equipment
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 9.8% of level needed to add one employee
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$4,815.00
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$10,534.90
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab needed on Kasper within the first 3-5 years following annexation. Costs could approach \$200 k.

○ **AREA 8 – EAST OF OFFUTT AFB**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 9 – SOUTH OF OFFUTT AFB**

Lane Miles = 7.92

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 47.4% of level needed to add one additional piece of equipment

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 62.2% of level needed to add one employee

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$30,507.84

(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$66,749.13

(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab along Ft Crook , including major bridge rehab repairs and resurfacing needs. Costs could approach and exceed \$2.2 M and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



ORDINANCE NO. 3942

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

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

Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East of the 6th P.M.;

Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road, Section 28, Township 14 North, Range 13 East of the 6th P.M.;

and all abutting county road rights-of-way

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

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

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

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

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

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

APPROVED AS TO FORM:

City Attorney

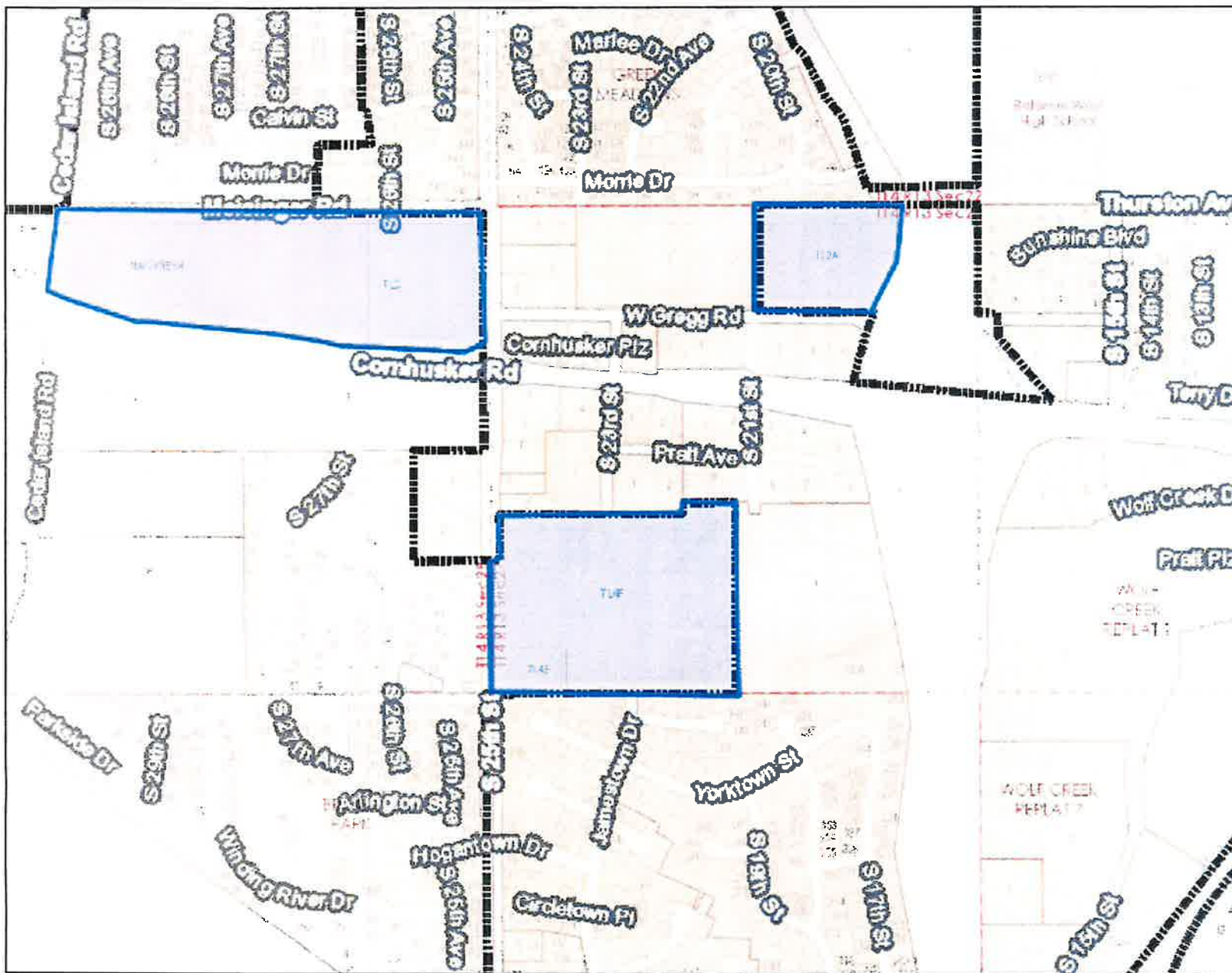
ATTEST

City Clerk

Mayor

First Reading: 4/8/19
Second Reading: _____
Third Reading: _____

Annexation Area # 6



Location

Legend

Road Centerlines

Municipal Boundaries

1: 9,600

0 400 800 1600
Feet

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Sarpy County GIS

sarpy county
GIS

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12 f.
4-22-19

COUNCIL MEETING DATE:		AGENDA ITEM TYPE:	
SUBMITTED BY: Pat Shannon		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:

Ordinance No. ~~3937~~ 3943

SYNOPSIS:

Ordinance No. 3937, request to amend section 2-30 of the City Code, pertaining to the City Council's Order of Business.

FISCAL IMPACT:

None

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 #:	[Fund-Dept-Project-Subproject-Funding Source-Cost Center] GL Account Name:	

RECOMMENDATION:

Approve Ordinance No. 3937 amending section 2-30 of the City Code, pertaining to the City Council's Order of Business.

BACKGROUND:

ATTACHMENTS:

1 Ordinance 3937
2
3

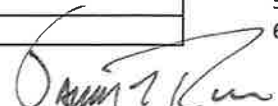
4
5
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



N/A

A. Burr Rollins

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)~~ (2) Invocation;
- ~~(2)~~ (3) Call to order and roll call;
 - a. Election of Presiding Officer (when applicable)
- ~~(2)(a)~~ (4) Open Meetings Act;
- ~~(3)~~ (5) Approval of agenda, consent agenda, minutes and advisory committee reports;
 - a. Approval of Minutes from Prior Meeting
 - b. Adjourn sine die (only when new members need sworn in);
 - c. Presiding Officer calls to order and roll call (only when new members need sworn in);
 - b. Approval of the Agenda
 - c. Approval of the Consent Agenda
 - d. Approval of Advisory Committee Report
- ~~(4)~~ (6) Approval of claims (statements of account);
- ~~(5)~~ (7) Special presentations (quarterly budget update);
- ~~(5)(a)~~ (8) Organizational Matters (when necessary to elect a new council president)
- ~~(6)~~ (9) Approved Citizen Communication
- ~~(7)~~ (10) Liquor licenses;
- ~~(8)~~ (11) Ordinances for adoption (third reading);
- ~~(9)~~ (12) Ordinances for public hearing (second reading);
- ~~(10)~~ (13) Ordinances for introduction (first reading) read only;
- ~~(11)~~ (14) Public hearing on matters other than ordinances;
- ~~(12)~~ (15) Resolutions for adoption;
- ~~(13)~~ (16) Current business;
- ~~(14)~~ (17) Administrative reports;
- ~~(15)~~ (18) Closed or Executive Session; and
- ~~(16)~~ (19) 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.

1 ATTEST:

2

3

4 City Clerk

5

6 First Reading

7 Second Reading

8 Third Reading

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a
4-22-19

COUNCIL MEETING DATE:	04/22/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Councilman Don Preister, Ward 5		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:

Fireworks regulations conforming to Omaha

SYNOPSIS:

These changes to City Code would bring Bellevue into compliance with the Omaha rules on Fireworks. Along the Harrison Street border, conformity is especially helpful for compliance. The Changes reduce the sales days by three (3), while increasing sale times by one hour per day; days to discharge are changed from ten to three days, with an additional hour per day, plus added penalties.

FISCAL IMPACT:

--

BUDGETED ITEM: ☐ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

--

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:	
		[Fund-Dept-Project-Subproject-Funding Source-Cost Center]
	GL Account #:	GL Account Name:

RECOMMENDATION:

Please pass the ordinance to make compliance easier and to make life better for our veterans, elderly, pets, disabled, fire prevention, safety and air quality.

BACKGROUND:

Each year we receive complaints from veterans who have to "Bunker In" from the reminders of war that the fireworks represent. Many of them leave town for the quite and safety of the country. They should not have to be tormented for ten days. No other holiday "celebration" lasts that long. We also hear from pet owners who must "medicate" their pets to survive the trauma for ten legal days and longer. People sick from heart conditions, COPD, and other illness suffer from the excessive particulate matter and poison air, that always exceed safe limits. Reducing the number of discharged days cuts the exposure time more than half. Doing so is good stewardship of our Community.

ATTACHMENTS:

1	Omaha Mayor Stothert Letter	4	
2	Brian Hanson Letter	5	
3	Other	6	

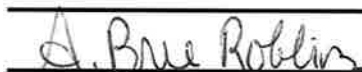
SIGNATURES:

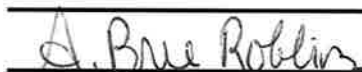
ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:







OMAHA CITY CODE:

Sec. 20-320. - Fireworks permitted and prohibited.

- (a) It shall be unlawful for any person to, within the city, possess, sell, offer for sale, hold for sale, bring into the city, use or discharge fireworks, except for the following:
 - (1) Consumer fireworks, as defined by R.R.S. § 28-1241, as amended; or
 - (2) Any display fireworks, purchased by a person licensed to purchase such fireworks, and purchased from a licensed distributor; or
 - (3) Any display fireworks purchased by the holder of a display permit issued pursuant to R.R.S. § 28-1239.01; or
 - (4) Any fireworks brought into this state for storage by a licensed distributor and held for sale outside of this state; or
 - (5) Any fireworks furnished for agricultural purposes pursuant to written authorization from the state fire marshal to any holder of a distributor's license; or
 - (6) Toy cap pistols or toy caps, each of which does not contain more than twenty-five hundredths of a grain of explosive material.
- (b) Definitions.
 - (1) The term "fireworks" shall mean any composition or device designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation and which meets the definition of consumer or special fireworks set forth by the United States Department of Transportation in Title 49 of the Code of Federal Regulations.
 - (2) The term "flying lanterns" shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Flying lanterns shall not include hot-air balloons used for transporting persons.
- (c) The use or discharge of consumer fireworks under subsection 20-320(a)(1) above shall be subject to the following rules:
 - (1) The possession, use or discharge of consumer fireworks shall comply with the laws of the State of Nebraska.
 - (2) Notwithstanding other rules, consumer fireworks may be used or discharged only on the following dates and times:
 - (i) July 2 through July 4, inclusive, between the hours of 12:00 p.m. noon and 11:00 p.m. on those days; and,
 - (ii) From 5:00 p.m. on December 31 through 1:00 a.m. on January 1.
 - (3) Consumer fireworks may only be possessed, used or discharged by a person 16 years of age or older; provided, that a person 12 years of age or older and less than 16 years of age may possess, use or discharge consumer fireworks, but only when in the immediate presence of and under the direct supervision of an adult 19 years of age or older.
- (d) The possession, use, or discharge of fireworks as allowed under this section shall be lawful, notwithstanding any general prohibition of such activities in the city's master plan.

- (e) Notwithstanding any other language in this section, the possession, use, discharge, retail sale, offer for retail sale, or explosion of flying lanterns is prohibited.
- (f) The sale of fireworks shall be regulated by chapter 30 of this Code.
- (g) Any person convicted of a violation of this section shall be punished under this section as follows:
 - (i) First offense: A fine of \$300.00.
 - (ii) Second offense: A fine of \$400.00.
 - (iii) Third and subsequent offenses: A fine of \$500.00 for each separate conviction.

(Ord. No. 38896, § 3, 12-14-10; Ord. No. 40510, § 2, 9-29-15; Ord. No. 41531, § 1, 9-25-18)

ORDINANCE NO. 3944

AN ORDINANCE TO AMEND SECTION 12-60 PERTAINING TO THE SALE, DISTRIBUTION, STORAGE AND DISCHARGE OF FIREWORKS IN THE CITY OF BELLEVUE; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING IN 12-60; 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 12-60 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 12-60.- Sale, distribution, storage and discharge of fireworks restricted; definitions.

(a) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the city as a distributor, jobber or retailer (as such terms are defined by the laws of the State, as amended from time to time) unless licensed by the city for such purposes; provided that such licensee shall at all times comply with sections 12-60 through 12-100 and with any applicable laws, regulations and rules of the State, as amended from time to time.

(b) No fireworks may be sold at retail in this except, daily, from 8:00 a.m. until 10:00 p.m., ~~June 25 through July 3, and from 8:00 a.m. until 12:00 midnight on July 4th~~ 11:00 p.m., June 28th through July 4th. Unless first expressly approved by the city council, it shall be unlawful for any person to discharge any other pyrotechnics or pyrotechnic devices in this city other than fireworks. Unless first expressly approved by the city council, it shall be unlawful to discharge fireworks in this city except between:

(1) ~~8:00 a.m. to 10:00 p.m. on any day from June 25 through July 3~~ July 2 through July 4, inclusive, between the hours of 12:00 p.m. noon and 11:00 p.m. on those days; and

(2) ~~8:00 a.m. to 12:00 midnight on July 4; and~~

(3) ~~9:00 p.m. on December 31 to 12:30 a.m. on January 1~~ From 5:00 p.m. on December 31 through 1:00 a.m. on January 1.

All retail firework sales sites shall prominently display a sign listing the days and hours for legal discharge of fireworks in the City of Bellevue and that any debris caused by the discharge of fireworks in the city must be disposed of by the user. Nothing in this article shall be construed to permit the discharge or other use of any fireworks or any other pyrotechnics or pyrotechnic devices in violation of any other law of this city or the State of Nebraska.

(c) No person other than distributors or jobbers or retailers licensed by the city shall store fireworks for retail sale, distribution or delivery in this city. No such storage shall be permitted except between the hours of 8:00 a.m. on ~~June 23~~ June 26th through 12:00 noon on July 7. Such storage shall be allowed only on sites approved for the retail sale of fireworks pursuant to the provisions of section 12-77 in facilities complying with all applicable provisions of law.

(d) Unless the context shall otherwise require, whenever used in sections 12-60 through 12-100, the term:

(1) "Community betterment" shall mean a purpose which generally betters or enhances the community of the City of Bellevue, including:

a. The acquisition, improvement and maintenance of parks and recreational facilities, public equipment and other items for community use;

b. The recruitment and attraction of new businesses and jobs to the City of Bellevue;

performing services, in any capacity, in connection with the sale of fireworks or the operation of the organization's fireworks sales outlet. All volunteers to be used by the organization in the retail sale of fireworks shall be identified by an organization in its application for a retail license, to be supplemented as permitted by section 12-77(e)(7).

(4) "*Fireworks*" shall mean and include only those fireworks that are permitted for sale by a retailer under the laws of the state, as amended from time to time.

(5) "*Flying lanterns*" shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Flying lanterns shall not include hot-air balloons for transporting persons.

(e) Notwithstanding any other provisions in this section, the possession, use, discharge, retail sale, offer retail sale, or explosion of flying lanterns in this city is prohibited.

(f) Any person convicted of a violation of this section shall be punished under this section as follows:

(1) First offense: A fine of \$300.00.

(2) Second offense: A fine of \$400.00.

(3) Third and subsequent offenses: A fine of \$500.00 for each separate conviction.

Section 2. That Section 12-60 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.

Mayor, Rusty Hike

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

First Reading _____

Second Reading _____

Third Reading _____

From: wbrabon@gmail.com
Sent: Tuesday, April 16, 2019 2:25 PM
To: Web Info; Rusty Hike
Subject: New contact request from bellevue.net

Name: Rebecca Rabon
Email: wbrabon@gmail.com
Phone:
Message: Hello Sir,

I am writing you because I live in Pilgrim's Landing off of Fairview and 25th St, which is a SID. Consequently it does not look like I have a Council member to write about my concern. In a word: fireworks. We have lived in this subdivision for 13 years. Every single year we endure sleepless nights, anxious dogs, and medications for said dogs. All because people have used "living in a SID" as an excuse to start lighting fireworks as soon as they go on sale. They go off at all hours without regard to respecting sleep hours, not to mention the sanity of the neighborhood. Our family sleeps with earplugs and can still hear them going off. Sometimes they are so big they shake the house. It reminds me of my Army days and is frankly scary. My husband stays up during these nights to go out afterward and police up errant fireworks since we've had some smolder on our lawn during various years. This last year went on for a solid month. By the end of that time our dog would not even go outside to use the bathroom-and that was WITH meds. Each year our family has to pay for a vet visit plus meds just so neighbors can shoot fireworks. We are paying for an activity we don't even participate in. Fights about this non-policy end up occurring on the NextDoor website, because people are understandably frustrated. Then there are those that gleefully throw up the "no rules, no laws" mantra in an attempt to shut them up and justify their disrespect. It is only April, but I am already dreading July-and I know I am not alone. Please enact the same rules for fireworks in SIDS that currently exist for those that live in Bellevue city limits.

Thank you, and kind regards,

Rebecca Rabon

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

149+1491
4-22-19

COUNCIL MEETING DATE:	April 22, 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 type="checkbox"/>
	PUBLIC HEARING	<input checked="" type="checkbox"/>
	RESOLUTION	<input checked="" type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request for approval of the Olde Towne Redevelopment Project Plan. Applicant: 1st City Development, LLC. Location: 204-210 West Mission Avenue and 211-2118 Franklin Street.

SYNOPSIS:

1st City Development, LLC is requesting approval of the Olde Towne Redevelopment Project Plan for the vacant City property at 204-210 West Mission Avenue and 2116-2118 Franklin Street. The plan proposes the demolition of the existing structures and construction commercial and residential buildings. As part of the redevelopment, the applicant is requesting approval of \$1,547,000 Tax Increment Financing.

FISCAL IMPACT:

The City will forego approximately \$8,500 in property taxes per year during the TIF payoff period. The City currently receives no property tax from the parcels.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of this Redevelopment Project Plan.

BACKGROUND:

1st City Development, LLC is requesting approval of the Olde Towne Redevelopment Project Plan for the vacant City parcels located at 204-210 West Mission Avenue and 2116-2118 Franklin Street. The location is the site of the former City offices which are now vacant. 1st City Development plans to demolish the existing buildings and construct new commercial and residential buildings. Proposed buildings include a 14,000 square foot building for a potential grocery store or similar use, a 15,000 square foot retail/office building, and a 16,300 square foot retail/multi-family residential building. The project will also include improvements to the streetscape and a commons area. The expected valuation of the project upon completion is \$11,000,000 which will support the applicant's request of \$1,547,000 in Tax Increment Financing.

ATTACHMENTS:

- 1 Planning Department Staff Memo
- 2 Resolution 2019-12
- 3 Redevelopment Plan (Exhibit A)

4 PC recommendation (Exhibit B)

5

6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

[Signature]
[Signature]
A. Bruce Roblin



City of Bellevue

Office of the Planning Department

MEMORANDUM

TO: City Council
Mayor Rusty Hike
City Administrator Jim Ristow

FROM: Tammi Palm, Land Use Planner

DATE: April 3, 2019

RE: Proposed Redevelopment Plan for Olde Towne

Attached for your review and recommendation is the Redevelopment Plan for 1st City Development, LLC. This plan proposes the redevelopment of the portion of Olde Towne Bellevue generally located at 2216 - 2218 Franklin Street, and 204 - 210 West Mission Avenue. This area was designated as blighted and substandard by the City Council. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The existing buildings on the proposed redevelopment site are owned by the city. The applicant is presently working with the city in order to purchase the property. A Letter of Intent was approved by the City Council on March 11, 2019. The existing buildings were most recently used as city hall/city offices; however, they are currently vacant. The applicant is proposing to demolish all existing buildings on this site. The redevelopment plan states repurposing the existing buildings is "cost prohibitive, and is contrary to the Applicant's revitalization goals" for the Olde Towne area.

The applicant is proposing to construct three buildings: 1) a 14,000 square foot building which could potentially be utilized for a grocery store or similar use, 2) a 15,000 square foot retail/office building, and 3) a 16,300 square foot retail/multifamily residential building. New streetscape, as well as commons/plaza areas are also proposed. The cost of the proposed buildings is \$8,700,000, while the streetscape and commons areas are estimated to cost \$150,000. Total project costs are estimated at \$10,247,000.

Since the existing buildings have been city-owned and have not had a tax valuation, the applicant has worked with the Sarpy County Assessor's Office and is using the base valuation of \$125,000 for the purpose of calculating the tax increment. The applicant is estimating the property's valuation to be \$11,000,000 upon completion of the redevelopment project.

The Redevelopment Plan states there is approximately \$1,547,000 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The breakdown of costs and data supporting the payback of TIF expenditures is attached to the Redevelopment Plan for your review.

The Planning Department believes this project will be a benefit to the city through the improvement of a blighted and substandard area. The Comprehensive Plan designates this area as an activity center. The purpose of an activity center is to create a pedestrian scale village that allows community members to work, shop, live, and enjoy the outdoors all within close proximity. The applicant's proposed site plan would create this type of space for Olde Towne. The property is presently zoned BGM (Metropolitan General Business), which would further facilitate the construction of these types of uses.

The Redevelopment Plan meets the requirements of Section 18-2111 of Nebraska State Statutes with respect to required plan contents. As required by Nebraska State Statutes, the Planning Department advertised the public hearing on this application twice in the Bellevue Leader, and sent notification to the governing bodies of Sarpy County, the Papio-Missouri River NRD, Metropolitan Community College, ESU #3, and the Bellevue Public School District.

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends approval of the 1st City Development LLC Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment in Olde Towne.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the 1st City Development LLC Redevelopment Plan based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment in Olde Towne.

RESOLUTION 2019-12

WHEREAS, 1st City Development LLC, is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described as Lots 1 and 3, Civic Center Plaza, and Lots 4, 5, and 6, Block 181, Bellevue, Sarpy County, Nebraska ("Redevelopment Project Area"); and

WHEREAS, the Redevelopment Project Area is situated within an area previously designated by the Bellevue City Council as blighted and substandard and in need of redevelopment as such terms are defined and contemplated by the Nebraska Community Development Law (Sections 18-2103(3) and 18-2103(31) et seq., R.R.S. Neb.) (the "Act"); and

WHEREAS, 1st City Development LLC has submitted the Redevelopment Project Plan for the Redevelopment Project Area ("Redevelopment Plan") to the Council for its approval as the authority and the governing body of the City (as such terms are contemplated by the Act) for the redevelopment of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan is attached to this Resolution as Exhibit "A"; and

WHEREAS, the Redevelopment Plan anticipates the redevelopment of land with three new buildings to be used for retail/commercial, office, and multi-family residential uses, and other property improvements as shown in Exhibit "A" (the "Redevelopment Project"); and

WHEREAS, the Redevelopment Plan contemplates that the Redevelopment Project shall be the sole responsibility of, and shall be undertaken and completed at the sole cost and expense of 1st City Development LLC; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$10,875,000 increase in the current assessed valuation of the Redevelopment Project Area, and will also enhance the potential for increases in commercial and other desired development within the surrounding vicinity of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan contemplates that pursuant to the covenants, terms and conditions of a redevelopment agreement among the City, 1st City Development LLC and such other parties as shall be appropriate, the City will issue such appropriate tax increment financing instruments as City shall deem to be appropriate, at the cost of 1st City Development LLC, in an amount not to exceed the principal sum of \$1,547,000 which, if fully paid, will reimburse 1st City Development LLC for costs incurred in furtherance of those eligible Project improvements that are identified in the Plan and the Redevelopment Agreement from the increase in ad valorem real estate taxes levied upon the Redevelopment Project Area over a period of not more than fifteen (15) years from the effective date of the Redevelopment Plan as contemplated by the Act; and

WHEREAS, the Redevelopment Plan contemplates that the tax increment financing instruments to be issued in furtherance of the Redevelopment Project will be fully retired within fifteen (15) years from the effective date of the Redevelopment Plan as a result of the anticipated increase in the assessed value of the Redevelopment Project Area alone (by the payment of the corresponding increase in ad valorem real estate taxes to be levied upon Redevelopment Project Area); and

WHEREAS, following a public hearing convened by the Bellevue Planning Commission pursuant to and in accordance with Section 18-2115 of the Act, the Bellevue Planning Commission concluded that the Redevelopment Plan was in conformity with the general plan for the development of the City and otherwise in conformity with the Act and recommended that this Council approve the Redevelopment Plan, such recommendation being attached to this Resolution in the form of Exhibit "B"; and

WHEREAS, following a public hearing convened in accordance with the requirements of Section 18-2115 of the Act, and in consideration of all information therein presented together with such other information as this Council has determined to be appropriate, this Council finds:

(a) The Redevelopment Plan is in conformity with the general plan for the development of the City and otherwise in conformity with the legislative declarations and determinations of the Act;

(b) The Redevelopment Project would not be economically feasible without the use of tax-increment financing;

(c) The Redevelopment Project would not occur in the Redevelopment Project Area without the use of tax-increment financing;

(d) The costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services are in the long-term interest of the City, its residents and taxpayers and the Redevelopment Project Area; and

(e) The cost-benefit analysis for the Redevelopment Project, including that analysis identified and discussed in the Redevelopment Plan, i.e.

- (i) Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147 of the Act;
- (ii) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project;
- (iii) Impacts on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Project Area;
- (iv) Impacts on other employers and employees within the City and the immediate areas that are located outside the Redevelopment Project Area; and
- (v) Such other impacts determined by this Council, as the Redevelopment Authority and governing body of the City to be relevant to the consideration of costs and benefits arising from the Redevelopment Project,

sufficiently demonstrates to this Council that approval of the Redevelopment Project as outlined in the Redevelopment Plan is in the best interest of the City, its residents and taxpayers, subject to the execution and delivery of a Redevelopment Agreement (and other related agreements) among the City, 1st City Development LLC and such other appropriate parties, containing covenants, terms and conditions as shall be necessary or appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue as follows:

1. That the Redevelopment Plan should be and hereby is approved subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, 1st City Development LLC and such other parties as shall be appropriate, to be first approved by this City Council, which agreement(s) shall implement the Redevelopment Plan and set forth the covenants, terms, conditions and other appropriate provisions by which any tax increment financing instruments shall be issued and by which the Redevelopment Project shall be effected.

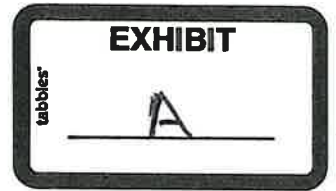
2. That, subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, 1st City Development LLC and such other parties as shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS 22nd DAY OF APRIL, 2019.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



OLDE TOWN BELLEVUE
REDEVELOPMENT PROJECT PLAN

BELLEVUE, NEBRASKA

February __, 2019

Submitted by:

Applicant:
1st City Development, LLC
101 W Mission Ave
Bellevue, Nebraska 68005

Attorneys for Applicant:
Brent W. Beller
Fullenkamp, Jobeun, Johnson & Beller LLP
11440 West Center Road
Omaha, Nebraska 68144
(402) 334-0700

RECEIVED

MAR 26 2019

PLANNING DEPT.

Introduction:

The attached redevelopment plan proposes to redevelop Olde Towne Bellevue, generally located at 2216-2218 Franklin St, Bellevue, Nebraska (Parcel 1), and 204-210 West Mission Avenue, Bellevue, Nebraska (Parcel 2), into a new mixed use area which could include a mix of residential apartments (market rate), commercial and retail uses, as well office uses. The plan encompasses the former City Hall, Annex and former Police Department Criminal Investigations Bureau for the City of Bellevue. The redevelopment project site includes all of the abutting and adjacent rights-of-way that will receive improvement as may be required by the City of Bellevue, Nebraska, which plan will include the installation of a more pedestrian oriented streetscape with accompanying landscaping, which will add vibrancy to the Olde Town Bellevue area.

Site History:

The proposed redevelopment site is land currently owned by the City of Bellevue, upon which various City offices were located. The site is bounded by Washington Street on the West, West Mission Avenue on the South, and extends East until Franklin Street. The site is bounded on the North by an alleyway, as further depicted on the Site Plan attached hereto. All buildings and improvements located within the redevelopment site will be demolished. Repurposing the currently existing buildings is cost prohibitive, and is contrary to the Applicant's revitalization goals for Olde Towne Bellevue area. Leaving the buildings vacant and unused could cause negative consequences for the site itself, and the many businesses and residential uses that neighbor the site. The costs associated with the demolition, softs costs, and site work for the project will cost approximately \$1,351,000. The Applicant is proposing to purchase the redevelopment site from the City for \$60,000.

As depicted on the attached Site Plan attached as Exhibit B (the "Site Plan"), the Applicant proposes to construct (1) a 14,000 square foot building that could be utilized for grocery store type uses, (2) a 15,000 square foot retail/office building, and (3) a 16,300 retail square foot retail/multifamily building, which buildings will collectively cost approximately \$8,700,000. Mixed in with the proposed buildings will be various community gathering areas and plazas that will be blended into the new streetscape that will be installed along the public rights-of-ways that border the redevelopment site. The approximate costs for the public gathering areas and plazas, and the new streetscape is \$150,000. The total project costs will be approximately \$10,247,000. Accordingly, the tax increment financing ("TIF") eligible costs are in the amount of \$1,547,000. The itemized breakdown of TIF eligible costs is attached hereto as Exhibit A. The approval of the redevelopment plan will facilitate the rehabilitation and reuse of the proposed project site by creating the opportunity for TIF to be used as a financing mechanism to cover some of the TIF eligible costs. Because the redevelopment site was owned by the City the current base value is \$0.00, however, the Applicant will use the price of \$125,000 as its base value for purposes of calculating TIF Incremental value. The proposed valuation upon full build-out of the site is expected to be approximately \$11,000,000, Exhibit B is the Site Plan for the proposed redevelopment site, which reflects the boundaries of the site and the current zoning and use of the site (Note: all lots located North of the existing alleyway, as referenced on the Site Plan, are not a part of this Redevelopment Plan.

In its present condition, the site would remain as an economic liability to this area and a detriment to the redevelopment of this area within the City. With the utilization of TIF, new vibrancy will most likely be brought to this important and historical part of the City of Bellevue. This area of the City has not experienced the level of growth as demonstrated in other areas of the City and will not experience growth

unless the City takes an aggressive approach to assist in the redevelopment of the site and area by utilizing all the economic tools available, most notably TIF.

Substandard and Blighted:

The property is located within a community redevelopment area, which has been determined by the City of Bellevue, Nebraska, to be blighted and substandard in accordance with Neb. Rev. Stat. §18-2103.

Land Use/Zoning/Site Redevelopment:

The site is currently zoned Metropolitan General Business (BGM). The Applicant will work with the City Planning Department regarding any and all land use approvals that may be required for the proposed redevelopment. Notwithstanding that the project plans to enhance the streetscape of the various public rights-of-ways, the proposed redevelopment will not result in any material modification to the street layout, street levels or grades, or building codes and ordinances of the site.

Utilities/Infrastructure:

Currently, utility services are located in public right-of-ways adjacent to the site and which may be required to be moved in connection with the redevelopment of the site and as required by the City. Additional utility services and public facilities will be added as may be necessary or required by the redevelopment of the site and as required by the City. The Applicant will work with the City regarding any plaza area enhancements which may affect any public rights-of-ways, alleys or sidewalk areas.

The redevelopment provides the mechanism to fund the public improvement costs through the use of TIF. The costs of the redevelopment and public infrastructure improvements are estimated to be \$10,247,000 (See Exhibit A).

TIF Compliance:

The request meets the necessary requirements for consideration under the Nebraska Community Development Law. The project will provide new employment opportunities in the City. It is anticipated that 50 new jobs will be created in connection with the project, and upwards of 100 construction jobs will be created in connection with the project development. The TIF proceeds will be used to cover all public improvement costs with the remaining balance of the TIF to be used for site specific TIF eligible costs. The project will have a positive economic growth to the City of Bellevue. Further, as set forth on Exhibit C attached hereto, the up-front costs associated with the acquisition and rehabilitation of the proposed site would be prohibitively high without TIF. As such, the Applicant requests TIF to help offset these costs such that the proposed redevelopment is feasible.

Financing:

The estimated assessed value of the project upon full build-out is estimated to be \$11,000,000. Accordingly, the project will support the TIF request in the principal amount of \$1,547,000, plus interest at the rate of six (6%) percent per annum. The amortization schedule is attached hereto as Exhibit D. The remaining project costs will be paid through equity and debt financing.

TIF Cost Benefit Analysis:

The project provides for the continued redevelopment in an area of the City that has been

traditionally used for City purposes, but is now ripe for general retail, office, and residential uses, which will add new vibrancy to the Olde Towne Bellevue area. Accordingly, it is necessary to implement innovative financing approaches to be used to encourage redevelopment and to support the potential growth that will occur because of this and other improvements that are likely to follow within the surrounding area. The following benefits will result from the redevelopment of this area through the use of TIF:

(1) The use of TIF will not result in tax shifts. By using the base value of \$125,000, the various public authorities will gain some level of new property tax valuation, and only the increased value of revenues resulting from the improvements will be applied to the cost of the improvements through the use of TIF.

(2) No community public service needs will be generated as a result of this project. The proposed TIF will be used, in part, to offset public infrastructure costs that are eligible for TIF.

(3) The development of this site will allow for the continued growth of an expanding industry within the community, which will be accompanied by new employment opportunities. Additionally, the revitalization of the site will have a positive impact on the employers and employees in the immediate area outside the site. Specifically, the redevelopment will continue to add viability to the surrounding area, and will make the site more aesthetically pleasing, which will result in a positive impact on the foot traffic of the surrounding businesses. Olde Town Bellevue will become a destination for the citizens of Bellevue, and the other areas of the Omaha Metropolitan area, to visit and enjoy.

(4) The development of this site will continue to provide additional goods available in this part of the City.

(5) The long-term benefits resulting from the elimination of the substandard and blight conditions and the increase in the tax base resulting from the development are other valid justifications for the use of TIF for this project.

The project site meets the requirements of the City's Comprehensive Development Plan and City Ordinances as well as the Nebraska Community Redevelopment Law that establishes the process and requirements for the approval of this Redevelopment Plan.

Based upon the forgoing, the applicant respectfully requests the principal amount of TIF equal to \$1,547,000.

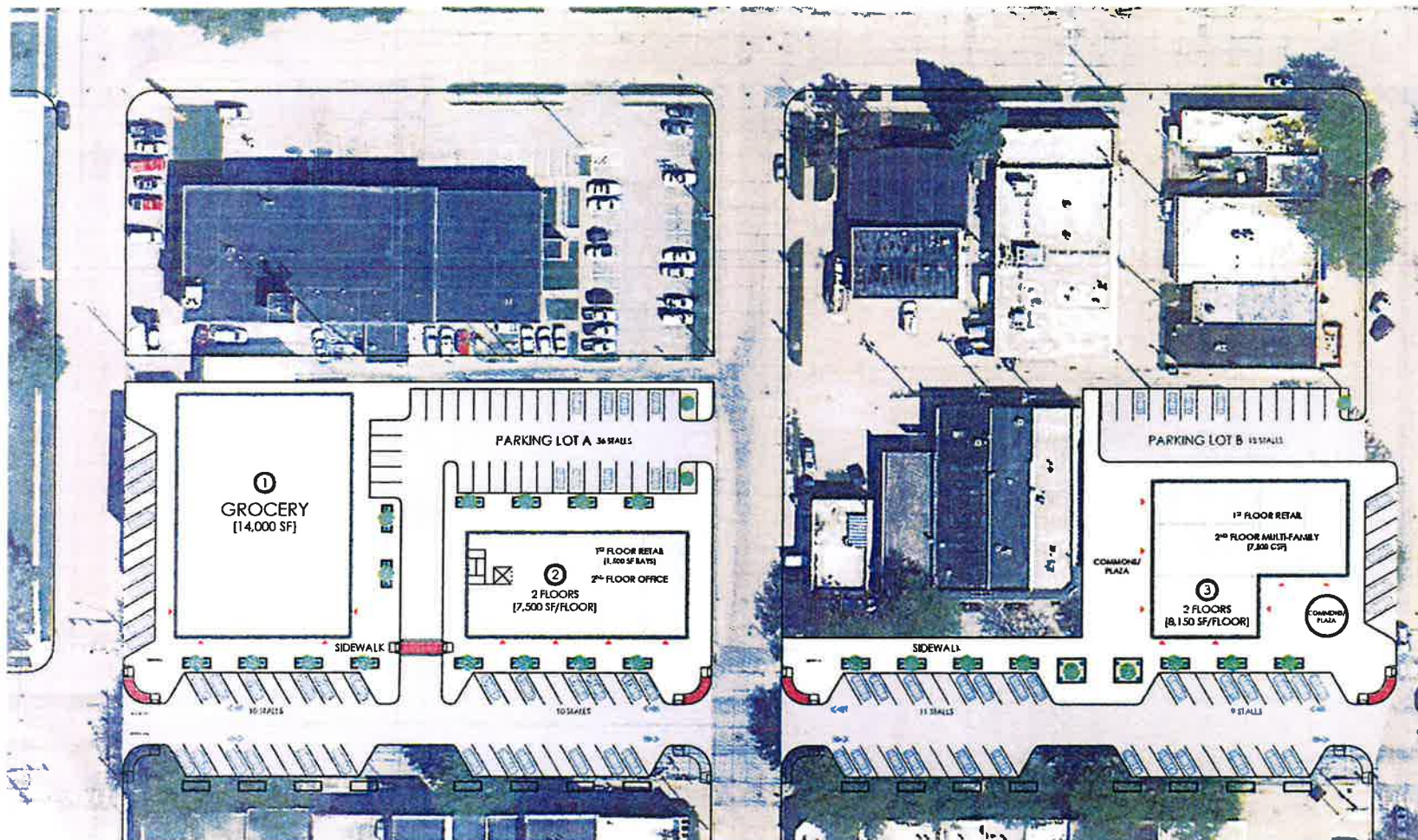
Respectfully Submitted

By: _____
Brent W. Beller on behalf of the Applicant
Fullenkamp, Jobeun, Johnson, & Beller LLP
11440 West Center Road
Omaha, Nebraska 68144
(402) 334-0700

Exhibit A

TIF ELIGIBLE COSTS

Demo	\$350,000.00
Purchase	\$60,000.00
Sidewalks/Streetscape	\$275,000.00
Engineering	\$125,000.00
Grading & Landscaping	\$135,000.00
Sewer & Water	\$80,000.00
Architect	\$522,000.00
Net Costs	\$1,547,000.00



SITE STATISTICS

ZONING : BGM

Metropolitan General Business
- This zone is designed to provide a general business zone which will take into account the special characteristics of the Central Commercial Area.

SPACE LIMITS

Minimum lot area:	None
Minimum lot width:	None
Maximum height of building:	No restrictions except by gross floor area ratio
Minimum front yard:	None
Minimum rear yard:	None
Minimum side yard:	None
Minimum side yard on street side:	None
Maximum gross floor area ratio:	12.0
Maximum ground coverage:	100%

PARKING

Off-Street parking not required under BGM
On-Street

West Mission N	40
West Mission S	40
Washington St	12

Lot A	36
Lot B	15
Total:	143

BUILDING STATISTICS

Building 1 - Grocery	14,000 SF
Building 2 - Retail/Office	7,500 SF/FLOOR
Building 3 - Retail/M.F.	8,150 SF/FLOOR

DEVELOPMENT PLAN | OPTION A



DOWNTOWN BELLEVUE
REVITALIZATION

BELLEVUE, NE

1ST CITY
DEVELOPMENT

HBA
HOLLAND BASHAM
ARCHITECTS

SD
SCHEMATIC
DESIGN

PRELIMINARY
NOT FOR
CONSTRUCTION

Project # P13107
Date 02/26/2019
Sheet # 9

Exhibit C
PROFORMA

Demo	\$350,000.00			
Purchase	\$60,000.00			
Sidewalks ect.	\$275,000.00			
Engeneering	\$125,000.00			
Grading & Landscaping	\$135,000.00			
Sewer & Water	\$80,000.00			
Architect	\$522,000.00			
Net Costs	\$1,547,000.00			
		20 yr @ 6%		
Construction	\$8,700,000.00	Without TIF	With TIF	
		\$67,625.66	\$57,416.15	Monthly
Total	\$10,247,000.00	\$811,507.92	\$688,993.80	Annually

AMORTIZATION SCHEDULE

Applicant **Olde Towne**

DATE	Total Taxable Valuation	Less Pre- Development Base	TIF Taxable Valuation	Tax Levy	Tax Revenues	Treasurer's 1% Collection Fee	Revenues Available For TIF Loan	Debt Service Payments			Loan Balance	Capitalized Interest
								Principal	Interest at 6.00%	Total		
0											\$1,547,000	
0.5	0		0	2.16991	0	0	0	\$0	\$0	\$0	\$1,593,410	46410
1	0		0	2.16991	0	0	0	\$0	\$0	\$0	\$1,641,212	47802
1.5	0		0	2.16991	0	0	0	\$0	\$0	\$0	\$1,690,448	49236
2	0		0	2.16991	0	0	0	\$0	\$0	\$0	\$1,741,161	50713
2.5	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$65,272	\$52,235	\$117,507	\$1,675,689	0
3	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$67,230	\$50,277	\$117,507	\$1,608,659	0
3.5	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$69,247	\$48,260	\$117,507	\$1,539,412	0
4	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$71,325	\$46,182	\$117,507	\$1,468,087	0
4.5	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$73,464	\$44,043	\$117,507	\$1,394,623	0
5	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$75,668	\$41,839	\$117,507	\$1,318,955	0
5.5	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$77,938	\$39,569	\$117,507	\$1,241,017	0
6	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$80,276	\$37,231	\$117,507	\$1,160,741	0
6.5	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$82,685	\$34,822	\$117,507	\$1,078,056	0
7	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$85,165	\$32,342	\$117,507	\$992,891	0
7.5	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$87,720	\$29,787	\$117,507	\$905,171	0
8	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$90,352	\$27,155	\$117,507	\$814,819	0
8.5	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$93,062	\$24,445	\$117,507	\$721,757	0
9	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$95,854	\$21,653	\$117,507	\$625,903	0
9.5	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$98,730	\$18,777	\$117,507	\$527,173	0
10	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$101,692	\$15,815	\$117,507	\$425,481	0
10.5	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$104,743	\$12,764	\$117,507	\$320,738	0
11	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$107,885	\$9,622	\$117,507	\$212,853	0
11.5	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$111,121	\$6,386	\$117,507	\$101,732	0
12	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$114,455	\$3,052	\$117,507	\$0	0
12.5	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$0	\$0	\$0	\$0	0
13	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$0	\$0	\$0	\$0	0
13.5	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$0	\$0	\$0	\$0	0
14	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$0	\$0	\$0	\$0	0
14.5	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$0	\$0	\$0	\$0	0
15	11,000,000	60,000	10,940,000	2.16991	118694	1187	117507	\$0	\$0	\$0	\$0	0
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
					\$3,086,044	\$30,862	\$3,055,182	\$1,753,884	\$596,256	\$2,350,140		\$194,161

NOTE: This information is provided to assist in analyzing the specific request to the TIF committee. This information is subject to change based on actual tax assessments. This schedule assumes a 90% real estate valuation and a 1.0 debt coverage ratio. The actual TIF amount available to fund site specific project cost will change based on the cost of public improvements.

Original Loan Amount	\$1,547,000
Capitalized Interest	\$194,161
Loan Balance Remaining	\$0
	\$1,741,161

ASSUMPTIONS (F9 = calculate)

1. Assume No Pre-Development Base
2. Loan Amount **\$1,547,000**
3. Interest Rate **6.00%**
4. Project Hard Costs **\$10,247,000**
5. Increment Base **60,000**

Exhibit “B”

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: 1st City Development, LLC

LOCATION: 204-210 West Mission Avenue,
2216-2218 Franklin Street

CITY COUNCIL HEARING DATE: April 22, 2019

REQUEST: to approve the Olde Towne Redevelopment Project Plan

On March 28, 2019, the City of Bellevue Planning Commission voted eight yes, zero no, zero abstained, and one absent to recommend:

APPROVAL based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment in Olde Towne.

VOTE:

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

Planning Commission Hearing (s) was held on: March 28, 2019

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a
4-22-19

COUNCIL MEETING DATE:	April 22, 2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Bree Robbins (City Attorney)		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input checked="" type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Resolution 2019 - ³ City's Position on Mental Health Facility Location

SYNOPSIS:

The City Council wishes to make a resolution regarding it's position on the location of the Sarpy County Mental Health Facility and other services provided by the City.

FISCAL IMPACT:

No fiscal impact of the resolution.

BUDGETED ITEM: ☐ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Approve the resolution regarding the City's position on the location of the Mental Health Facility.

BACKGROUND:

Sarpy County is proposing to place a Crisis Stabilization Center at 25th Street and Hwy 370 in Bellevue, Nebraska. Said location is not ideal for the growth and development of the City. The City would like to explore other locations with the County and discuss services provided to said facility.

ATTACHMENTS:

1	Resolution	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

A. Bree Robbins

RESOLUTION NO. 2019-13

WHEREAS, the City of Bellevue, Nebraska and the City Council wish to state their position regarding the proposed Sarpy County Stabilization Center and it's proposed location at 25th Street and Highway 370 in Bellevue, Nebraska.

WHEREAS, the City of Bellevue supports the concept of having a short-term treatment and stabilization facility for those dealing with mental health crises, however does not support the location of the facility at 25th Street and Highway 370 in Bellevue, Nebraska.

WHEREAS, the City of Bellevue states that a new location should be negotiated for said facility and a discussion should be had between Sarpy County and the City of Bellevue regarding the location and services provided to the facility which may use local resources to service.

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

The Mayor and City Council of Bellevue, Nebraska support the concept of a treatment and stabilization facility for those dealing with mental health crises, but do not support the location of the proposed facility and wish to engage in negotiations regarding the location and services to be provided to the facility.

ADOPTED AND APPROVED this _____ day of April, 2019.

Mayor

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

169
H-2219

COUNCIL MEETING DATE:	4/22/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Jeff Roberts, Public Works Director		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:

World Baseball Village

SYNOPSIS:

Request approval of a Proposal from Servpro for emergency water mitigation services for the World Baseball Village Concession Building at 14202 Harlan Lewis Road.

FISCAL IMPACT:

\$16,273.87 FEMA

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Request approval of a Proposal from Servpro for emergency water mitigation services for the World Baseball Village Concession Building at 14202 Harlan Lewis Road for \$16,273.87.

BACKGROUND:

This proposal is for emergency water mitigation services due to the flooding that occurred in March. The Scope of Work was presented on April 9, 2019 to three contractors and they had the opportunity to meet on-site before preparing their proposals.

ATTACHMENTS:

1	Proposal	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:







Fire & Water – Cleanup & Restoration

Pat Nosal

Team Sarpy County & Omaha Southwest

City of Bellevue
14202 Harlan Lewis Road
Bellevue, NE 68005

April 15, 2019

Attn: Tracy Niemier

We appreciate the opportunity for a local, Veteran & Woman owned Bellevue small business to provide this estimate. Scope of work as defined on April 9, 2019 with Tracy Niemier. Remove all existing contents and furnishings from the structure and dispose in included debris containers and removed from site. Remove all cove base, doors and trim, drywall and insulation from the walls of the main floor of the structure with the exception of the Electrical room. Clean and dry the remaining wall framing and floor of HEAVY mud and Anti-Microbial application. All work to be completed according to industry standard. We can provide Safety Data Sheets for the Anti-Microbial utilized. All employees will be properly attired with appropriate Personal Protective Equipment as well as follow all guidelines and protocols for this job site.

Labor, cleaning supplies, Anti-Microbial and debris Dumpsters

Project Total: \$16,273.87

We gladly accept VISA, Mastercard and American Express. Should you choose to pay by credit card, a 3.5% processing fee will be added to the invoice balance amount.

All work will be performed during regular business hours.

We look forward to doing business with you in the future.

Regards,

Pat Nosal

"The Clean Trust" Master Fire, Smoke, Water and Textile Restorer



The Premier Fire and Water Cleaning Company
Phone: (402) 291-3355 (402) 408-0134 Fax: (402) 291-3310
1706 Galvin Road Bellevue, NE 68005
www.servprosarpycounty.com



MITIGATION ESTIMATE

13333 A Street
Omaha NE 68144
402-509-3939

APRIL 10, 2019

FROM:

Josh Harden
PuroClean Restoration Services
13333 A Street
Omaha NE 68144
402-509-3939

FOR:

City of Bellevue Nebraska
14402 Harlan Lewis Road
Bellevue, NE 68005

EMERGENCY WATER MITIGATION SERVICES			AMOUNT
Demolition: Removal of all affected material			\$16,640.00
Demolition Clean-up, application of Disinfectant & Power Washing			\$13,420.00
Daily Progress Check on equipment.			\$800.00
Drying Equipment and Drying and Temp Power (Includes All Equipment: Desiccant and ducting, Dehumidifiers, Generator, Air Scrubbers and Air Movement for a max 7 day drying period)			\$36,225.00
Trash Disposal/Dump fees			\$3,744.00Har
Project Management Hours 30 hour Cap			\$2,850.00
Health and Safety Hours 30 Hour Cap			\$2,700.00
Project Coordinator Hours 10 Hour Cap			\$1,200.00
Equipment Set Up and Take Down			\$450.00
Health and Safety Supplies			\$1,500.00
Misc. Cost and Administrative			\$2,800.00
Tax Exempt (exclusion city state and county; must provide tax exempt permit)		Tax	\$0.00
		TOTAL	\$82,329.00*

Payment: ½ is due prior to start and the 2nd ½ is due at job completion

*Not To Exceed

ACCENT DKI

ACCENT RESTORATION LLC
6303 HARRISON STREET
OMAHA NE 68157
402-510-4900

Client: WBB of World Baseball Village - City of Bellevue NE
Property: 14202 Harlan Lewis Rd.
Bellevue NE 68005

Home: (402) 515-6258

Operator: DKIJOHNS

Estimator: Jeff Johnson

Type of Estimate: Flood

Date Entered: 4/9/2019

Date Assigned: 4/9/2019

Price List: NEOM8X_JAN19

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2019-04-09-1011-1-2

This building has suffered a Class 2 Category 3 water loss. It is a class 2 loss because walls and floors are affected. It is a category 3 due to heavily contaminated water flowing into the building.

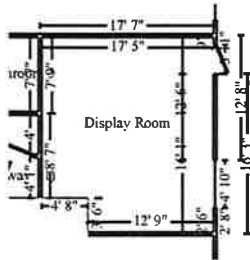
This estimate/proposal is to mitigate the entire first floor of the building. All work will be done in accordance with IICRC standards. The scope of work will include cleaning, demolition, sanitation, and drying.

This will bring the building back to a dry, sanitary, and stable condition. This estimate/proposal does not include any repair or replacement of building materials however it will be ready for repairs after the drying phase of the project is complete.

Jeff Johnson
Accent Restoration LLC
C.R. #604 Restoration Industry Association (RIA)

ACCENT RESTORATION LLC
6303 HARRISON STREET
OMAHA NE 68157
402-510-4900

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
10. Tear out and bag wet insulation - Category 3 water	1,070.81 SF	0.85	0.00	63.71	973.90
11. Clean stud wall	1,427.75 SF	0.00	0.52	54.11	796.54
12. Apply anti-microbial agent to the walls	1,427.75 SF	0.00	0.20	23.20	308.75
Totals: Sales Floor				812.65	12,282.31



Height: 8'

530.42 SF Walls	328.99 SF Ceiling
859.41 SF Walls & Ceiling	328.99 SF Floor
36.55 SY Flooring	66.30 LF Floor Perimeter
66.30 LF Ceil. Perimeter	

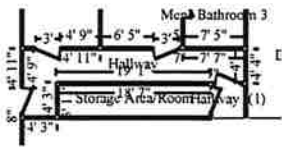
Opens into SALES_FLOOR

Opens into SALES FLOOR

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
13. Content Manipulation charge - per hour - Haul out non-salvagable contents	1.50 HR	0.00	32.50	3.41	52.16
-FLOOR-					
14. Muck-out/Flood loss cleanup - Heavy	328.99 SF	2.55	0.00	58.72	897.64
15. Apply anti-microbial agent to the floor	328.99 SF	0.00	0.20	5.34	71.14
16. Water extraction from hard surface floor - Cat 3 water	328.99 SF	0.00	0.68	15.66	239.37
-WALLS-					
17. Tear out cove base molding	66.30 LF	0.36	0.00	1.67	25.54
18. Tear out wet drywall, cleanup, bag - Cat 3	530.42 SF	1.00	0.00	37.13	567.55
19. Tear out wet sheathing - exterior walls - Cat 3	132.60 SF	1.00	0.00	9.28	141.88
20. Tear out and bag wet insulation - Category 3 water	132.60 SF	0.85	0.00	7.89	120.60
21. Clean stud wall	530.42 SF	0.00	0.52	20.10	295.92
22. Apply anti-microbial agent to the walls	530.42 SF	0.00	0.20	8.61	114.69

ACCENT RESTORATION LLC
6303 HARRISON STREET
OMAHA NE 68157
402-510-4900

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Display Room				167.81	2,526.49



Height: 8'

568.00 SF Walls	126.29 SF Ceiling
694.29 SF Walls & Ceiling	126.29 SF Floor
14.03 SY Flooring	71.00 LF Floor Perimeter
71.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
-FLOOR-					
23. Muck-out/Flood loss cleanup - Heavy	126.29 SF	2.55	0.00	22.54	344.58
24. Apply anti-microbial agent to the floor	126.29 SF	0.00	0.20	2.06	27.32
25. Water extraction from hard surface floor - Cat 3 water	126.29 SF	0.00	0.68	6.01	91.89
-WALLS-					
26. Tear out cove base molding	71.00 LF	0.36	0.00	1.79	27.35
27. Remove Interior door - oak veneer - slab only	2.00 EA	5.53	0.00	0.77	11.83
28. Remove Steel door frame - 3' opening	2.00 EA	12.42	0.00	1.74	26.58
29. Tear out wet drywall, cleanup, bag - Cat 3	568.00 SF	1.00	0.00	39.76	607.76
30. Tear out wet sheathing - exterior walls - Cat 3	56.80 SF	1.00	0.00	3.98	60.78
31. Tear out and bag wet insulation - Category 3 water	56.80 SF	0.85	0.00	3.38	51.66
32. Clean stud wall	568.00 SF	0.00	0.52	21.53	316.89
33. Apply anti-microbial agent to the walls	568.00 SF	0.00	0.20	9.23	122.83
Totals: Hallway				112.79	1,689.47

ACCENT DKI

ACCENT RESTORATION LLC
 6303 HARRISON STREET
 OMAHA NE 68157
 402-510-4900

**Womens Bathroom****Height: 8'**

425.33 SF Walls
 586.33 SF Walls & Ceiling
 17.89 SY Flooring
 53.17 LF Ceil. Perimeter

161.00 SF Ceiling
 161.00 SF Floor
 53.17 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
-FLOOR-					
34. Muck-out/Flood loss cleanup - Heavy	161.00 SF	2.55	0.00	28.74	439.29
35. Apply anti-microbial agent to the floor	161.00 SF	0.00	0.20	2.62	34.82
36. Water extraction from hard surface floor - Cat 3 water	161.00 SF	0.00	0.68	7.66	117.14
-WALLS-					
37. Tear out cove base molding	53.17 LF	0.36	0.00	1.34	20.48
38. Remove Interior door - oak veneer - slab only	1.00 EA	5.53	0.00	0.39	5.92
39. Remove Steel door frame - 3' opening	1.00 EA	12.42	0.00	0.87	13.29
40. Remove Fiberglass reinforced plastic (FRP) paneling	425.33 SF	0.59	0.00	17.57	268.51
41. Tear out wet drywall, cleanup, bag - Cat 3	425.33 SF	1.00	0.00	29.77	455.10
42. Tear out wet sheathing - exterior walls - Cat 3	170.13 SF	1.00	0.00	11.91	182.04
43. Tear out and bag wet insulation - Category 3 water	170.13 SF	0.85	0.00	10.12	154.73
44. Clean stud wall	425.33 SF	0.00	0.52	16.12	237.29
45. Apply anti-microbial agent to the walls	425.33 SF	0.00	0.20	6.91	91.98
-OTHER ITEMS-					
46. Remove Toilet partition - High grade (i.e., phenolic, etc.)	2.00 EA	90.66	0.00	12.69	194.01
47. Remove Sink - single	2.00 EA	12.42	0.00	1.74	26.58
48. Remove Hot air hand dryer	2.00 EA	29.92	0.00	4.19	64.03
Totals: Womens Bathroom				152.64	2,305.21

ACCENT DKI

ACCENT RESTORATION LLC
 6303 HARRISON STREET
 OMAHA NE 68157
 402-510-4900

**Womens Bathroom 2****Height: 8'**

326.67 SF Walls	103.44 SF Ceiling
430.11 SF Walls & Ceiling	103.44 SF Floor
11.49 SY Flooring	40.83 LF Floor Perimeter
40.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
-FLOOR-					
49. Muck-out/Flood loss cleanup - Heavy	103.44 SF	2.55	0.00	18.46	282.23
50. Apply anti-microbial agent to the floor	103.44 SF	0.00	0.20	1.68	22.37
51. Water extraction from hard surface floor - Cat 3 water	103.44 SF	0.00	0.68	4.92	75.26
-WALLS-					
52. Tear out cove base molding	40.83 LF	0.36	0.00	1.03	15.73
53. Remove Fiberglass reinforced plastic (FRP) paneling	326.67 SF	0.59	0.00	13.49	206.23
54. Tear out wet drywall, cleanup, bag - Cat 3	326.67 SF	1.00	0.00	22.87	349.54
55. Tear out wet sheathing - exterior walls - Cat 3	130.67 SF	1.00	0.00	9.15	139.82
56. Tear out and bag wet insulation - Category 3 water	130.67 SF	0.85	0.00	7.77	118.84
57. Clean stud wall	326.67 SF	0.00	0.52	12.38	182.25
58. Apply anti-microbial agent to the walls	326.67 SF	0.00	0.20	5.31	70.64
Totals: Womens Bathroom 2				97.06	1,462.91

**Mens Bathroom****Height: 8'**

373.33 SF Walls	132.75 SF Ceiling
506.08 SF Walls & Ceiling	132.75 SF Floor
14.75 SY Flooring	46.67 LF Floor Perimeter
46.67 LF Ceil. Perimeter	

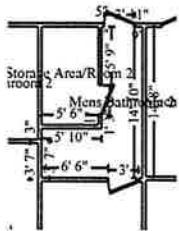
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
-FLOOR-					

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 6303 HARRISON STREET
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CONTINUED - Mens Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
59. Muck-out/Flood loss cleanup - Heavy	132.75 SF	2.55	0.00	23.70	362.21
60. Apply anti-microbial agent to the floor	132.75 SF	0.00	0.20	2.16	28.71
61. Water extraction from hard surface floor - Cat 3 water	132.75 SF	0.00	0.68	6.32	96.59
-WALLS-					
62. Tear out cove base molding	46.67 LF	0.36	0.00	1.18	17.98
63. Remove Interior door - oak veneer - slab only	1.00 EA	5.53	0.00	0.39	5.92
64. Remove Steel door frame - 3' opening	1.00 EA	12.42	0.00	0.87	13.29
65. Remove Fiberglass reinforced plastic (FRP) paneling	373.33 SF	0.59	0.00	15.42	235.68
66. Tear out wet drywall, cleanup, bag - Cat 3	373.33 SF	1.00	0.00	26.13	399.46
67. Clean stud wall	373.33 SF	0.00	0.52	14.15	208.28
68. Apply anti-microbial agent to the walls	373.33 SF	0.00	0.20	6.06	80.73
-OTHER ITEMS-					
69. Remove Toilet partition - High grade (i.e., phenolic, etc.)	1.00 EA	90.66	0.00	6.35	97.01
70. Remove Sink - single	2.00 EA	12.42	0.00	1.74	26.58
71. Remove Hot air hand dryer	2.00 EA	29.92	0.00	4.19	64.03
Totals: Mens Bathroom				108.66	1,636.47

**Mens Bathroom 2****Height: 8'**

394.67 SF Walls	87.53 SF Ceiling
482.19 SF Walls & Ceiling	87.53 SF Floor
9.73 SY Flooring	49.33 LF Floor Perimeter
49.33 LF Ceil. Perimeter	

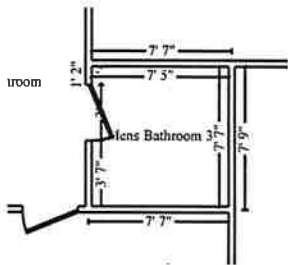
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
-FLOOR-					
72. Muck-out/Flood loss cleanup - Heavy	87.53 SF	2.55	0.00	15.62	238.82
73. Apply anti-microbial agent to the floor	87.53 SF	0.00	0.20	1.42	18.93

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CONTINUED - Mens Bathroom 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
74. Water extraction from hard surface floor - Cat 3 water	87.53 SF	0.00	0.68	4.17	63.69
-WALLS-					
75. Tear out cove base molding	49.33 LF	0.36	0.00	1.24	19.00
76. Remove Interior door - oak veneer - slab only	1.00 EA	5.53	0.00	0.39	5.92
77. Remove Steel door frame - 3' opening	1.00 EA	12.42	0.00	0.87	13.29
78. Remove Fiberglass reinforced plastic (FRP) paneling	394.67 SF	0.59	0.00	16.30	249.16
79. Tear out wet drywall, cleanup, bag - Cat 3	394.67 SF	1.00	0.00	27.63	422.30
80. Clean stud wall	394.67 SF	0.00	0.52	14.95	220.18
81. Apply anti-microbial agent to the walls	394.67 SF	0.00	0.20	6.41	85.34
-OTHER ITEMS-					
82. Remove Toilet partition - High grade (i.e., phenolic, etc.)	2.00 EA	90.66	0.00	12.69	194.01
Totals: Mens Bathroom 2				101.69	1,530.64

**Mens Bathroom 3****Height: 8'**

240.00 SF Walls	56.24 SF Ceiling
296.24 SF Walls & Ceiling	56.24 SF Floor
6.25 SY Flooring	30.00 LF Floor Perimeter
30.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
-FLOOR-					
83. Muck-out/Flood loss cleanup - Heavy	56.24 SF	2.55	0.00	10.04	153.45
84. Apply anti-microbial agent to the floor	56.24 SF	0.00	0.20	0.92	12.17
85. Water extraction from hard surface floor - Cat 3 water	56.24 SF	0.00	0.68	2.68	40.92
-WALLS-					
86. Tear out cove base molding	30.00 LF	0.36	0.00	0.76	11.56
87. Remove Interior door - oak veneer - slab only	1.00 EA	5.53	0.00	0.39	5.92

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CONTINUED - Mens Bathroom 3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
88. Remove Steel door frame - 3' opening	1.00 EA	12.42	0.00	0.87	13.29
89. Remove Fiberglass reinforced plastic (FRP) paneling	240.00 SF	0.59	0.00	9.91	151.51
90. Tear out wet drywall, cleanup, bag - Cat 3	240.00 SF	1.00	0.00	16.80	256.80
91. Clean stud wall	240.00 SF	0.00	0.52	9.10	133.90
92. Apply anti-microbial agent to the walls	240.00 SF	0.00	0.20	3.90	51.90

-OTHER ITEMS-

Totals: Mens Bathroom 3				55.37	831.42
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**Storage Area/Room 2****Height: 8'**

242.67 SF Walls	53.17 SF Ceiling
295.83 SF Walls & Ceiling	53.17 SF Floor
5.91 SY Flooring	30.33 LF Floor Perimeter
30.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
93. Content Manipulation charge - per hour - Haul out non-salvagable contents	2.00 HR	0.00	32.50	4.55	69.55
-FLOOR-					
94. Muck-out/Flood loss cleanup - Heavy	53.17 SF	2.55	0.00	9.49	145.07
95. Apply anti-microbial agent to the floor	53.17 SF	0.00	0.20	0.86	11.49
96. Water extraction from hard surface floor - Cat 3 water	53.17 SF	0.00	0.68	2.53	38.69
-WALLS-					
97. Remove Fiberglass reinforced plastic (FRP) paneling	242.67 SF	0.59	0.00	10.02	153.20
98. Tear out wet drywall, cleanup, bag - Cat 3	242.67 SF	1.00	0.00	16.99	259.66
99. Tear out wet sheathing - exterior walls - Cat 3	60.67 SF	1.00	0.00	4.25	64.92
100. Tear out and bag wet insulation - Category 3 water	60.67 SF	0.85	0.00	3.61	55.18
101. Clean stud wall	242.67 SF	0.00	0.52	9.20	135.39

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CONTINUED - Storage Area/Room 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
102. Apply anti-microbial agent to the walls	242.67 SF	0.00	0.20	3.94	52.47
-OTHER ITEMS-					
103. Remove Water heater - 50 gallon - Electric - 12 yr	1.00 EA	38.30	0.00	2.68	40.98
Totals: Storage Area/Room 2				68.12	1,026.60

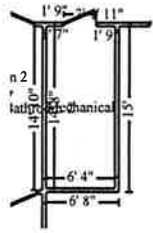
**Stairs****Height: 19' 10"**

472.66 SF Walls	67.33 SF Ceiling
540.00 SF Walls & Ceiling	119.14 SF Floor
13.24 SY Flooring	40.25 LF Floor Perimeter
33.67 LF Ceil. Perimeter	

Missing Wall	4' X 19' 10 7/16"	Opens into Exterior			
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
-FLOOR-					
104. Muck-out/Flood loss cleanup - Heavy	50.00 SF	2.55	0.00	8.93	136.43
105. Tear out wet non-salvageable carpet, cut & bag for disp.	119.14 SF	0.44	0.00	3.67	56.09
106. Apply anti-microbial agent to the floor	119.14 SF	0.00	0.20	1.94	25.77
107. Water extraction from hard surface floor - Cat 3 water	119.14 SF	0.00	0.68	5.67	86.69
-WALLS-					
108. Tear out wet drywall, cleanup, bag - Cat 3	472.66 SF	1.00	0.00	33.09	505.75
109. Clean stud wall	472.66 SF	0.00	0.52	17.91	263.69
110. Apply anti-microbial agent to the walls	472.66 SF	0.00	0.20	7.68	102.21
Totals: Stairs				78.89	1,176.63

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OMAHA NE 68157
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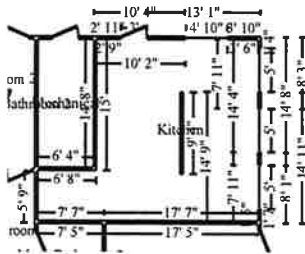


Mechanical

Height: 8'

336.00 SF Walls	92.89 SF Ceiling
428.89 SF Walls & Ceiling	92.89 SF Floor
10.32 SY Flooring	42.00 LF Floor Perimeter
42.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
111. Replace Electrical - Remove Electrical Service Equipment	1.00 EA	0.00	0.00	0.00	0.00
Removal of electrical service equipment to be performed by others. The removal or manipulation of this equipment in the mechanical room is not included in this scope of work. After the equipment is removed we can return to remove drywall and wall sheathing if deemed necessary.					
112. Content Manipulation charge - per hour - Haul out non-salvagable contents	3.00 HR	0.00	32.50	6.83	104.33
-FLOOR-					
113. Muck-out/Flood loss cleanup - Heavy	92.89 SF	2.55	0.00	16.58	253.45
114. Apply anti-microbial agent to the floor	92.89 SF	0.00	0.20	1.51	20.09
115. Water extraction from hard surface floor - Cat 3 water	92.89 SF	0.00	0.68	4.42	67.59
-WALLS-					
116. Tear out wet drywall, cleanup, bag - Cat 3	336.00 SF	1.00	0.00	23.52	359.52
117. Tear out wet sheathing - exterior walls - Cat 3	67.20 SF	1.00	0.00	4.70	71.90
118. Tear out and bag wet insulation - Category 3 water	67.20 SF	0.85	0.00	4.00	61.12
119. Clean stud wall	336.00 SF	0.00	0.52	12.73	187.45
120. Apply anti-microbial agent to the walls	336.00 SF	0.00	0.20	5.46	72.66
Totals: Mechanical				79.75	1,198.11



Kitchen

Height: 8'

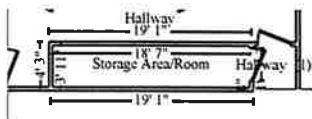
889.33 SF Walls	419.10 SF Ceiling
1,308.43 SF Walls & Ceiling	419.10 SF Floor
46.57 SY Flooring	111.17 LF Floor Perimeter
111.17 LF Ceil. Perimeter	

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CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
121. Content Manipulation charge - per hour - Haul out non-salvagable contents	4.00 HR	0.00	32.50	9.10	139.10
-FLOOR-					
122. Muck-out/Flood loss cleanup - Heavy	419.10 SF	2.55	0.00	74.81	1,143.52
123. Apply anti-microbial agent to the floor	419.10 SF	0.00	0.20	6.81	90.63
124. Water extraction from hard surface floor - Cat 3 water	419.10 SF	0.00	0.68	19.95	304.94
-WALLS-					
125. Tear out cove base molding	111.17 LF	0.36	0.00	2.80	42.82
126. Remove Wall sheathing - stainless steel	120.00 SF	0.59	0.00	4.96	75.76
127. Remove Fiberglass reinforced plastic (FRP) paneling	889.33 SF	0.59	0.00	36.73	561.43
128. Tear out wet drywall, cleanup, bag - Cat 3	889.33 SF	1.00	0.00	62.25	951.58
129. Tear out wet sheathing - exterior walls - Cat 3	444.67 SF	1.00	0.00	31.13	475.80
130. Tear out and bag wet insulation - Category 3 water	444.67 SF	0.85	0.00	26.46	404.43
131. Clean stud wall	889.33 SF	0.00	0.52	33.71	496.16
132. Apply anti-microbial agent to the walls	889.33 SF	0.00	0.20	14.45	192.32
-OTHER ITEMS-					
133. Remove Range hood - stainless steel - oversized	1.00 EA	19.87	0.00	1.39	21.26
134. Remove Sink - double	1.00 EA	13.25	0.00	0.93	14.18
Totals: Kitchen				325.48	4,913.93

Storage Area/Room**Height: 8'**

360.25 SF Walls	72.85 SF Ceiling
433.10 SF Walls & Ceiling	72.85 SF Floor
8.09 SY Flooring	45.03 LF Floor Perimeter
45.03 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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6303 HARRISON STREET
OMAHA NE 68157
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CONTINUED - Storage Area/Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
135. Content Manipulation charge - per hour - Haul out non-salvageable contents	2.00 HR	0.00	32.50	4.55	69.55
-FLOOR-					
136. Muck-out/Flood loss cleanup - Heavy	72.85 SF	2.55	0.00	13.00	198.77
137. Apply anti-microbial agent to the floor	72.85 SF	0.00	0.20	1.18	15.75
138. Water extraction from hard surface floor - Cat 3 water	72.85 SF	0.00	0.68	3.47	53.01
-WALLS-					
139. Remove Interior door - oak veneer - slab only	1.00 EA	5.53	0.00	0.39	5.92
140. Remove Steel door frame - 3' opening	1.00 EA	12.42	0.00	0.87	13.29
141. Tear out wet drywall, cleanup, bag - Cat 3	360.25 SF	1.00	0.00	25.22	385.47
142. Clean stud wall	360.25 SF	0.00	0.52	13.65	200.98
143. Apply anti-microbial agent to the walls	360.25 SF	0.00	0.20	5.86	77.91
Totals: Storage Area/Room				68.19	1,020.65
Total: Main Level				2,229.10	33,600.84

Structural Drying

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
144. Dehumidifier - Desiccant -3000-4000 CFM No monit.-per 24hr	6.00 EA	0.00	1,250.00	525.00	8,025.00
145. Air mover (per 24 hour period) - No monitoring - 40 for 6 days	240.00 EA	0.00	24.95	419.16	6,407.16
146. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit. - 6 for 6 days	36.00 DA	0.00	108.28	272.87	4,170.95
147. Equipment setup, take down, and monitoring (hourly charge)	25.00 HR	0.00	42.41	74.22	1,134.47
Totals: Structural Drying				1,291.25	19,737.58

Electrical Generation

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6303 HARRISON STREET
OMAHA NE 68157
402-510-4900

CONTINUED - Electrical Generation

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
148. Replace Generator - 35-90KW (per week - 24 hour) - no monitoring	2.00 WK	0.00	2,009.84	281.38	4,301.06
149. Fuel surcharge	1.00 EA	0.00	3,150.00	220.50	3,370.50
150. Equipment setup, take down, and monitoring (hourly charge)	22.00 HR	0.00	42.41	65.31	998.33
Totals: Electrical Generation				567.19	8,669.89

Debris Removal

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
151. Dumpster load - Approx. 30 yards, 5-7 tons of debris	8.00 EA	460.00	0.00	257.60	3,937.60
152. General Demolition - per hour - clean up	16.00 HR	33.12	0.00	37.09	567.01
This is for a final cleaning of the sidewalks and the area of the parking lot where containers will be staged and loaded.					
Totals: Debris Removal				294.69	4,504.61
Line Item Totals: 2019-04-09-1011-1-2				4,382.23	66,512.92

Grand Total Areas:

6,587.08 SF Walls	3,671.17 SF Ceiling	10,258.25 SF Walls and Ceiling
3,722.98 SF Floor	413.66 SY Flooring	804.55 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	797.97 LF Ceil. Perimeter
3,722.98 Floor Area	3,855.22 Total Area	6,269.09 Interior Wall Area
2,310.00 Exterior Wall Area	256.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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6303 HARRISON STREET
OMAHA NE 68157
402-510-4900

Summary

Line Item Total	62,130.69
Cln Mat Sales Tax	30.89
Subtotal	62,161.58
Cleaning Total Tax	1,920.04
Total Tax	2,431.30
Replacement Cost Value	\$66,512.92
Net Claim	\$66,512.92

Jeff Johnson

ACCENT DKI

ACCENT RESTORATION LLC
6303 HARRISON STREET
OMAHA NE 68157
402-510-4900



1 1-DSCN2619[1]

Date Taken: 4/9/2019

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OMAHA NE 68157
402-510-4900



2

2-DSCN2624[1]

Date Taken: 4/9/2019

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3

3-DSCN2628[1]

Date Taken: 4/9/2019

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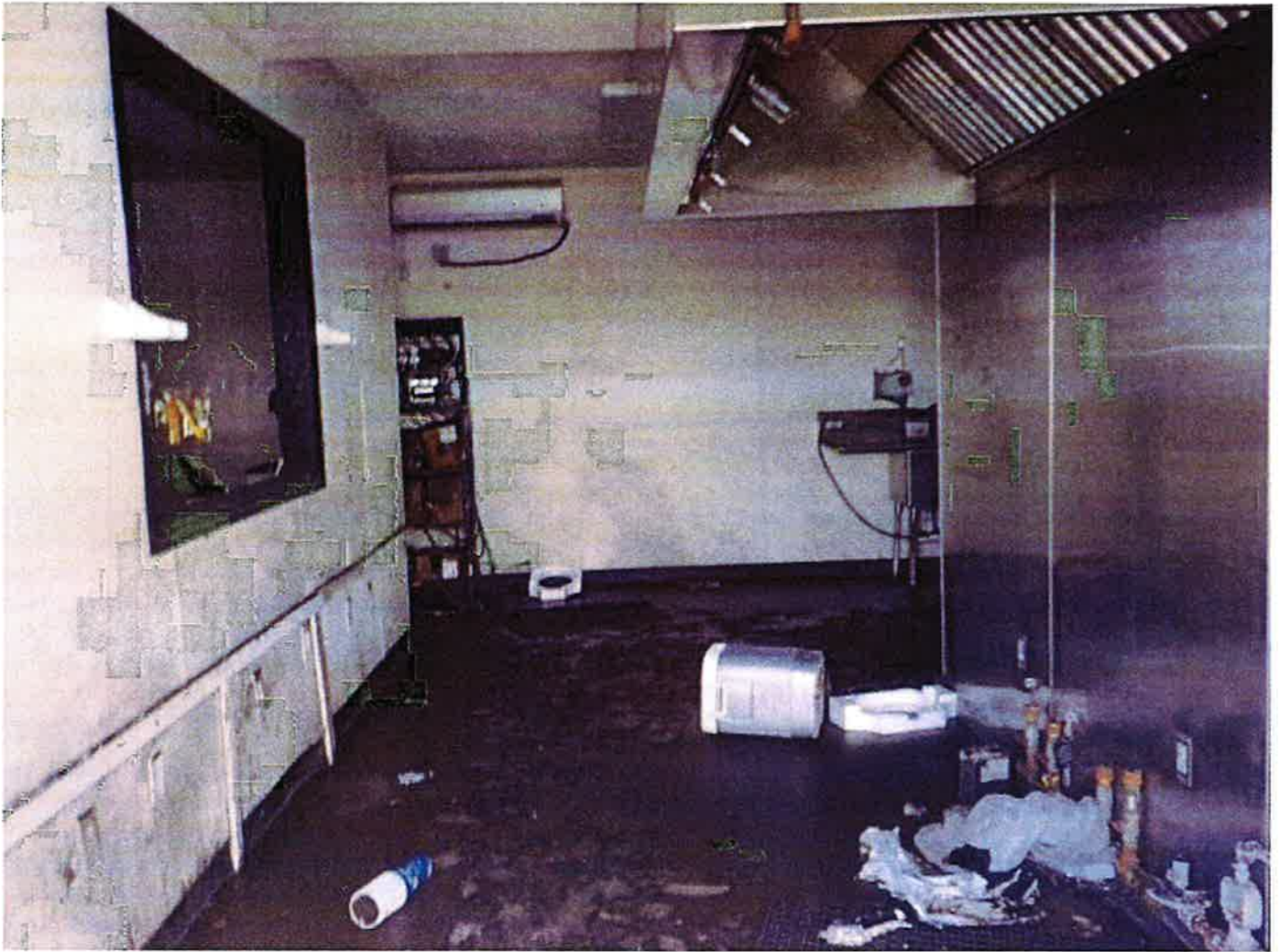


4 6-DSCN2641[1]

Date Taken: 4/9/2019

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6303 HARRISON STREET
OMAHA NE 68157
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5

5-DSCN2681[1]

Date Taken: 4/9/2019

ACCENT DKI

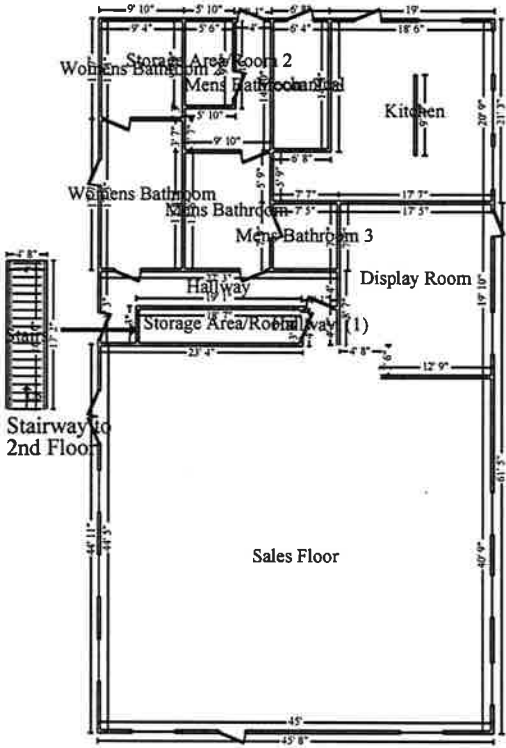
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6 4-DSCN2673[1]

Date Taken: 4/9/2019

Main Level



N
↑
Main Level

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b
4-22-19

COUNCIL MEETING DATE:	4/22/2019	AGENDA ITEM TYPE:
SUBMITTED BY: Jeff Roberts, Public Works Director		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:

South Lift Station

SYNOPSIS:

Request approval of a Proposal from HDR Engineering Inc. for the relocation of the south lift station.

FISCAL IMPACT:

\$9,970 FEMA

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

FEMA

RECOMMENDATION:

Request approval of a Proposal from HDR Engineering Inc. for the relocation of the south lift station for \$9,970.

BACKGROUND:

This proposal is for emergency relocation of the south lift station due to the flooding that occurred in March. The city plans to mitigate the south lift station to a higher location to prevent future flooding.

ATTACHMENTS:

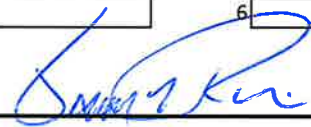

1	Proposal	4	
2		5	
3		6	

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 April, 2019, between City of Bellevue, Nebraska (“OWNER”) a municipal corporation, with principal offices at 1510 Wall Street, Bellevue, NE 68005, and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with principal offices at 1917 S. 67th Street, Omaha, Nebraska, 68106 for services in connection with the project known as Bellevue South Lift Station Evaluation (“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 for Professional Services,” 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 Direct Labor Costs times a factor of 3.18 for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses, with a not to exceed amount of \$9,970.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services as follows:

Notice to Proceed:	April 23, 2019
Draft Memorandum:	May 1, 2019

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: Rusty Hike

TITLE: Mayor

ADDRESS: 1500 Wall Street
Bellevue, NE 68005

HDR ENGINEERING, INC.
"ENGINEER"

BY:



NAME:

Ron Sova, P.E.

TITLE:

Senior Vice President

ADDRESS:

1917 S. 67th Street
Omaha, NE 68106

EXHIBIT A
SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

The South Bellevue Lift Station was inundated in March, 2019 by flood waters and rendered inoperable.

The Scope of Work is the preliminary evaluation of a new pump station at a location that is beyond the risk of flooding. The evaluation will address the initial pump station sizing and layout; costs; property acquisition; operations; connections for the south service area; and connections to the existing force main. The evaluation will be based on the recommendations provided in the HDR South Pump Station Report dated December 5, 2017 for the sizing of the pumps, wet well, and force main.

A subsequent contract amendment will address the final design, bidding services, and construction phase services for the project.

Key Understandings:

1. All travel will be in proximity to the City of Bellevue, Nebraska.
2. All meetings and presentations will be at the City Engineer's office or City administrative offices.
3. OWNER will provide for access to the selected lift station location for location evaluation.
4. The lift station sizing will be based on the South Pump Station Report.
5. The proposed new lift station will be located approximately south and west of 33rd and Jackson Street.
6. The proposed new lift station will connect to the existing dual force mains.
7. The report will address the service area that can no longer be served by gravity to the relocated station. The area may need to be served by a small lift station and force main.
8. The scope of work does not include wetland delineation, survey, geotechnical investigation, final design, land acquisition, or construction phase services.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

Task Series 100 – Preliminary Design Report

Objective: Preparation preliminary design report evaluating new lift station location.

HDR Activities **110 – Kickoff Meeting/Data Collection**

- Receive and assemble available project data.
- Establish design parameters and assumptions.

- Develop list of required design information needed from OWNER.
- Attend one meeting on site with OWNER to review list of needed information.
- The meeting will address lift station location, new pigging station locations, and points of connection for the force main; small lift station location; controls; electrical connections; and access.
- Summarize and distribute meeting notes.

120 – Field Investigation

- Drive selected route.

130 – Development of Preliminary Design Report

- Evaluate the anticipated sewer flows for the proposed lift station.
- Complete flow calculations for the proposed lift station and force mains.
- Evaluate the potential future connections and flows.
- Conceptual sizing of the pump station and force main including pumps, wet well, and controls.
- Prepare preliminary opinion of probable project cost.
- Prepare draft design memorandum for review.

140 – Submittal and Review Meeting

- Submit three sets of memorandum summarizing findings to the OWNER for review.
- Attend one review meeting.
- Summarize and distribute the meeting notes.
- Incorporate the review comments and finalize the memorandum

Deliverables: Kickoff Meeting notes
Draft design memorandum
Final design memorandum

PART 3.0 OWNER’S RESPONSIBILITIES:

1. Access to the existing lift station and the selected new lift station location for evaluation.
2. Information on existing property ownership and easements.
3. Provide access to pump station and open equipment as necessary.

EXHIBIT B
TERMS AND CONDITIONS

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.



CITY OF BELLEVUE

OFFICE OF CITY ADMINISTRATOR

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

17
4-22-19

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: April 16, 2019

- Meeting with SCEDC and Bellevue Chamber regarding option agreements on properties inside the LB840 area.
- Annexation meeting with Planning and Public Works to discuss future operational expenses.
- Budget Task Force meeting.
- BPOA Retirement meeting in regards to plan language.
- Development of presentation with Phil Davidson for Mayors Forum.
- Meeting with UCSC to review Master agreement with Verizon.
- Meeting with Curt Bromm, Verizon's lobbyist, regarding right of ways.
- Meeting with Don Preister for follow up to discussions in Council.
- Meeting with Pat Shannon regarding operational issues.
- UCSC Legislative update via phone conference.
- Presentation to Bellevue Kiwanis's group on state of the city.
- Meeting with Fontenelle Forest, Planning, Public Works and Don Preister to discuss new Adventure Park.
- Wastewater Agency meeting to resolve finance concerns.
- Meeting with FEMA, NEMA, SBA and NIFA on moving through the process to resolve debris removal, ownership mitigation, etc..
- Meeting with Andy D. related to a Personnel matter.
- EOC meeting to review status and set future priorities.
- Meeting with Jay West.
- Public Woks meeting regarding operational concerns.
- Attended Bellevue Chamber of Commerce board meeting.
- Agenda meeting for City Council April 22nd.
- Meeting with Industrial Drive business owners regarding ongoing operations and clean up.
- Multiple calls with media to discuss flood issues.
- Meeting with LB840 prospect for future development.
-

- Specialized Transportation traveled 2,850 miles with 461 passengers and the office registered five new clients, the last two weeks. LG
- Human Service Manager complete 9 Financial Applications and attended 7 Community Meetings concerning financial assistance or flood relief. The Human Service Manager also organized FMLA cases during payroll. Also, 1 new employee orientation was completed.
- Usual payroll duties including all vac and sick accruals
Balancing all union dues
Paying all Liens, Garnishment and Child Support
Balancing all Admin Leave and Comp time
Balancing and Uploading all Retirements
Verifying all time on payroll

Submitted by
Jeanne Huelskamp
Payroll Specialist

MEMORANDUM

To: Ashley Decker, HR Manager
From: Cathey Rabbass, HR Coordinator and Michelle Bagby, Personnel Technician
Date: April 15, 2019
Subject: Activity Report - Personnel Division

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 April 19

Processed Address Changes – 4

Name Change - 0

Travel & Training Requests Processed - 1

Narratives Received - 3

Recorded Performance Evaluations 0

Verifications of Employment – 3

Applicants/Recruitment: Advertise for Seasonal Recreation & Park Departments, AEO I – Street Department, Planning Assistant

Benefit Orientation/Employee Exits/Resignations:

2 - Full Time Exit

0 – Full Time Benefit Orientation

1 - Promotion

0 – Return from Leave

0 – Transfer

- 1 –Leave of Absence
- 2 - Resignations/Terminations

Benefit Administration:

COBRA Notices – 2

Retirement Enrollment/Rollovers - 4

Retirement Payout/Withdrawal - 1

Processed 457 Transfers/Enrollments/Changes - 3

Beneficiary Changes - 1

QDRO - 0

Processed New or changes to Principal Loan – 2

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 corrected new census for Met Life

Updating all files and data base with new Life and AD&D amounts creating census for billing

Audited and sent to finance January, February, March and April Life/AD&D and LTD bill

Audited and sent to finance for payment the EBS bill

Audited and sent to finance for payment the AFLAC bill

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

Audited and sent to finance February, March and April Dental bills

Auditing all beneficiaries for retirement and life ongoing

Auditing and sent to finance the January and February Supplemental Life Bill.

Payroll Administration:

Prep, E-Verify and Process New Hires - 2

Background Checks - 2

Medical Testing for New Employees - 1

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 – 10

Audited wellness incentives and corrected discrepancies

Reports:

Prepared Activity Report for HR Manager

Provided Payroll OT Wages for Grant Application

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: Coordinated Education Meeting for Employees on May 2nd - " Create your Plan". Set up retirement plan review meeting for civilian retirement committee members.



City of Bellevue Office of the City Clerk

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

April 18, 2019

From: Susan Kluthe, City Clerk

RE: Information for Administration Report

- Completion of Proceedings, Claims, and Notice of Meeting, (Published - 4.10.19)
- Completion of Minutes of 4.08.19 Council Meeting
- Attended Agenda Meeting/Director Meeting 4.16.19
- Posting of agenda for 4.17.19 Council Meeting
- Preparation of Council Packet and put on City of Bellevue & Sparq websites for the 4.17.19 Council Meeting
- Continuing to work on organizing office and files
- Applications for Retail Sale of Fireworks Licenses are being picked and sent out
Deadline to return applications is April 30th
- Unpaid pet licenses (1) – working on contacting owner
- Waste Haulers Licenses (2 have paid)
- Unpaid Vender fees for Annual Occupation Tax Stickers (8)
- Liquor License Renewal Payments continue to come in for all Non-Class “C”
license holders & Licenses being picked up – May 1st new licenses become effective
Current licenses expire April 30th
- Updating Contract Management Records with contracts, agreements, etc. & filing
- Shirley will be gone May 6th – 10th
- Susan out of the office on May 3rd
- Day to day tasks



CITY OF BELLEVUE
FINANCE DEPARTMENT

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

Bellevue Finance Department
Status Report April 22, 2019

ACCOUNTING AND FINANCE

- Continuing Budget Planning for 2019-2020 Fiscal Year
- Revising/Developing Finance Policies
- March bank reconciliations
- Treasury management; Deposit confirmations, Researched undocumented cash receipts
- Issued payments for approved expenses
- Data Entry of Journal Entries for department
- Authorized CDBG reimbursement
- Researched bills on minute record
- Continued Research on Uncashed Checks (checks uncashed by payees over 6 months old)
- AP Review
- Monthly tax reports
- Retrieved document for and answered March financial questions for departments
- Meeting w/ department heads for 2nd quarter forecast reports
- Preparing 2nd quarter Capital forecast
- Preparing Quarterly Budget Review Presentation
- Monthly allocations to departments for fuel, fleet and postage, office supplies, janitorial supplies

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
- Conferred with legal, employees, and insurance carrier on liability claims/lawsuits
- Met with Travelers adjusters to inspect city property damage caused by flood
- Continued attending EOC meetings and assisted in flood damage mitigation
- Continued providing specific flood cleanup PPE to Public Works shops as needed
- Worked on ADA updates/transition plan for ADA committee
- Conducted all duties associated with surplus equipment auction
- Total Surplus Sales as of today: \$335,850.51

CDBG:

- Attended HUD Environmental Training for Region 7 Recipients and consulted with HUD Representatives on possible environmental requirements for future projects.
- Researched and reviewed disaster assistance requirements and possible supplemental appropriation requirements related to the Presidentially declared disaster.
- Responded to CDBG eligibility and other questions related to the CDBG application cycle. Applications for 2019-2020 CDBG funding are due April 25th.
- Prepared for Community Development Week Ceremony with the State of Nebraska.
- Participated in CDBG Quarterly Conference Call with Omaha HUD Office to review current CDBG status and requirements, including timeliness requirements, updates to matrix codes, and IDIS updates.

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 4/14/2019

A. General Items:

- QA/QI
- Cycle counting all EMS supplies.
- Attending Bellevue EOC meeting
- Continuing to work on competencies for PT & FT
- Working on new power point presentations for continuing education.
- Assistant medical director contract was approved, returning it to MD for signatures
- Repairing civil defense siren at 206 Industrial Dr. from flooding.
- Working on returning radios loaned out for the flood.

B. Training:

- Rescue jack training for vehicle stabilization.
- Tuck company competencies.
- Haz Mat drill with Dixie Petro Chemical.
- EMS competencies training.

C. Inspections:

- Above ground fire sprinkler pipe test 13815 Tregaron Ridge Rd.
- Fire alarm test 13815 Tregaron Ridge Rd.
- Bryan Middle School fire alarm test.
- Fire alarm plan review 4502 Maass Rd. STE 250.



City of Bellevue

Fire Department

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

D. Calls:

Fire – 77

Rescue - 156

E. Ambulance Billing

No mid-month report

F. Manpower Report Staffing

Staffing Report from 4/1/2019 through 4/7/2019

Monday	AM	E31	3-Person	
Monday	PM	Full		
Tuesday	AM	E-1	3-Person	
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	T-21, E-41	3-Person	
Friday	AM	T-21	3-Person	
Friday	PM	Full		
Saturday	AM	T-21, E-31, E-41	3-Person	EMS SUP OOS
Saturday	PM	E-1, E-31, E-41	3-Person	EMS SUP OOS
Sunday	AM	T-21, E31	3-Person	
Sunday	PM	Full		



City of Bellevue

Fire Department

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

Staffing Report from 4/8/2019 through 4/14/2019

Monday	AM	E-41	3-Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E-1	3-Person	
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	T-21, E-31, E-41	3-Person	E31 OOS 1730-1800
Friday	PM	E-31	3-Person	E31 OOS 1800-2200
Saturday	AM	E-31	3-Person	
Saturday	PM	E-31	3-Person	
Sunday	AM	T-21, E-31,41	3-Person	EMS SUP 2 OOS
Sunday	PM	E-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: 4/09/2019

- The six-week iRest Yoga series featuring guest instructor Sarah Lively began on March 31 and continues on April 7, 14, 28, May 5 and 12 at 2 p.m. at the library. The class registration was full (25 persons) with a lengthy wait list. The program helps participants explore their inner space through meditation and Integrative Restoration yoga.
- Fifty some persons attended the Humanities Nebraska program on Thursday evening, April 4. The program featured Sarah Baker and Matt Hansen who traveled Nebraska from border to border for their book "The Better Half: Nebraska's Hidden Treasures." The Hansens discussed some of the wonderful places they found to explore and to enjoy good dining. Following the presentation, which was funded in part through a grant from Humanities Nebraska and the Bellevue Library Foundation, the Hansens autographed copies of their book.
- Library Director Julie Dinville attended a Nebraska Library Commission webinar on April 3 entitled "NCompass Live: Nonprofit Basics for Libraries." Trev Peterson, from Knudsen, Berkheimer, Richardson & Endacott, LLP, covered a variety of topics, such as: collecting sales tax, statutes related to fundraising, interlocal agreements, tax levies, 501(c)3 status, and more in relation to libraries.
- The final Coloring with Cops program for the spring was held on April 3 in the Children's Department with some 35 children in attendance. The Children's Department is hoping to work with the Bellevue Police Department on some program for the 2019 Summer Library Program for children. The Coloring with Cops program has been a very successful activity, providing Bellevue Police officers and children a fun event in which to interact.
- Director Julie Dinville and Sandra Astleford, Assistant Director/Systems Administrator, had a web conference with a SirsiDynix representative on April 4 regarding the BlueCloud mobile app. The library is in the process of setting up the app which provides a more "friendly" interface to the library's online catalog on mobile devices.





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: 4/16/2019

- The first weekly prize winners were drawn for the spring 2019 Adult Library Program. Five weekly winners are picked each of the six weeks of the program, ending May 11. There will also be five grand prize winners. Registration for the annual program that promotes lifelong reading and education continues through the end of the program.
- Some 45 persons attended the annual potluck Volunteer Appreciation Luncheon at the library held on Monday, April 8. Staff takes this opportunity to thank the many volunteers for their services and support of the library. Dennis Mitchell, who built four Little Free Libraries (LFL) and donated the materials and then installed them, was named as Volunteer of the Year. He continues to be a steward for one of the Little Free Libraries. The volunteers donated over 4,000 hours to the library in the Fiscal Year 2017-2018.
- Mayor Rusty Hike signed an official proclamation designating April 7 through the 13th as National Library Week in Bellevue. In addition to the 2019 Adult Reading Program, other special activities included the Volunteer Luncheon, a Crafty Critters children's craft program for making egg carton chicks, Pawsitive Reading, a Lion Dance performance by the Jing Mo Tong Athletic Association, and other activities.
- The Friends of the Bellevue Public Library met on April 8. They reviewed upcoming programs and projects and discussed the OmahaGives 2019 fundraising campaign. The Friends will be sponsoring Darryl Draper as J. Sterling Morton in a Humanities Nebraska program on April 27.
- Over 100 persons attended the Lion Dance performance at the library on April 13. The colorful performance by the Jing Mo Tong Athletic Association featured pairs in the elaborate traditional Lion costumes. The performers also spent time with the many children in attendance to provide photo opportunities with the "lion." The performance was sponsored by the Bellevue Library Foundation and the Friends of the Bellevue Public Library.
- Monthly staff meetings were held in the morning and afternoon on April 9. Among the discussion items were procedures for handling smoke damaged items, fund-raising activities and the Adult Library Program and procedures to use in case of hazardous weather.



City of Bellevue

Office of the Planning Department

To: Mayor Hike
City Council
City Administrator Jim Ristow
From: Chris Shewchuk, Planning Director *CMS*
Date: April 17, 2019
Subject: Department comments for Administration Report

The second of two annexation proposals for unincorporated areas will be on the Planning Commission agenda for public hearing for the April 25th meeting. The first proposal was recommended for approval by the Planning Commission and will have City Council public hearing on April 22nd.

The Planning Department continues to review SIDs for annexation in conjunction with the Finance Department. An SID annexation package will be developed in the very near future for presentation to the Planning Commission and City Council.

The next meeting of the Planning Commission will be on April 25th. In addition to the annexation proposal, the agenda will include a Conditional Use Permit for auto sales on Galvin Road North.

We are in the process of filling the Planning Assistant position which became vacant with Shirley's move to the Clerk's office. We received 19 applications which I am currently in the process of reviewing.

I have attended several meetings in response to the flooding situation the City is currently experiencing.

I attended a meeting with Papillion city staff to discuss road connectivity as the cities develop and grow closer together.

Staff attended a meeting with Omaha Public Schools representatives to discuss the planned elementary school on Fort Crook Road.

The Board of Adjustment met on April 17 to hear a request for a variance of the sign regulations for the new Boys and Girls Club at Bryan Middle School.

Tammi attended the Complete Streets Committee quarterly meeting on April 11.

Tammi attended a meeting with Fontenelle Forest staff to discuss their development plans.

INTEROFFICE MEMORANDUM

TO: JIM RISTOW
FROM: CHIEF ELBERT 
SUBJECT: DIRECTORS BRIEF
DATE: 4/16/2019

The City EOC is still open and functioning within the National Incident Management System. Objectives are being identified and worked through with various City Departments and outside partners. We are currently in a recovery mode with our impacted areas and at the same time being watchful of the MO River levels and flows with the snow melt up north beginning.

Handled a Vice Presidential visit. Four separate motorcade routes were developed and then executed over the course of 2 days. We partnered with Offutt, Secret Service, NSP, ISP, OPD, LaVista, the SCSO, Pott County, and many others. 31 uniformed positions required just on the Sarpy/Bellevue side of this alone. The OPD Motor Unit was invaluable in getting this operation done correctly. Secret Service described this operation as "perfect".

Working through various personnel issues with the legal Department. Very time and energy consuming for staff.

SWAT continues to be in an evaluation stage of that process. Joint training with the SCSO/PPD/LPD team is set for the end of this month. Testing for possible new member selection is also occurring the end of this month. We continue to work toward an objective, non - emotional, fiscally responsible outcome that serves our needs and keeps our customers' safety as the top priority and not something else.

22nd annual Crime Stoppers awards luncheon to occur Thursday April 18th. Det. Roy Howell is our award recipient this year and is recognized for his hard work in making our community a safer place to live.

Met with the Finance Department concerning our budget and our forecast. It appears to be in good shape at the half way point. Our biggest red flag on the horizon is the Overtime dollars. The flood has hit that hard and we have contractual obligations that prevent management from acting on the overtime being spent.

Our Crash Team, partnering with the SCSO, continues to investigate the fatal crash at 21 and Cornhusker. A final disposition will be made in conjunction with the Sarpy County Attorney.

Signed the MOU with Homeland Security allowing our Cyber staff to participate in Child Porn investigations as a task force member. This, like any collection of resources and effort, provides us with more coverage, greater staffing when needed, and is fiscally sound getting overtime reimbursed from the Federal government.

Mark Elbert

From: Ed Foreman
Sent: Monday, April 15, 2019 8:19 AM
To: Mark Elbert; Dave Stukenholtz
Cc: Joey Bockman; Angela Curry; Ed Foreman
Subject: Weekly Stats

CE1 – Monday April 8, 2019; Wednesday April 10, 2019 thru Friday April 12, 2019
CE2 – Monday April 8, 2019 thru Friday April 12, 2019
CE3 – Monday April 8, 2019 thru Friday April 12, 2019

Calls – 212

Notices:

Zoning – 8

Nuisance – 60

Clean Ups - 0

Tree Removal – 1

Certified Notices – 9

Officer Initiated – 56

Towed Vehicles – 0

Red Tags – 4

Mark Elbert

From: Angela Curry
Sent: Monday, April 8, 2019 9:18 AM
To: Mark Elbert; Dave Stukenholtz
Cc: Angela Curry; Ed Foreman
Subject: Weekly Stats

CE1 – Tuesday April 01, 2019 thru Friday April 05, 2019
CE2 – Monday April 01, 2019 thru Friday April 05, 2019
CE3 – Monday April 01, 2019 thru Friday April 05, 2019

Calls – 221

Notices:

Zoning – 5

Nuisance – 82

Clean Ups - 0

Tree Removal – 0

Certified Notices – 13

Officer Initiated – 52

Towed Vehicles – 3

Red Tags – 4

Snow Notices – 0

Regards,

Angela Curry
Bellevue Police Department
Code Enforcement Technician
402-293-1403