### +++ AMENDED AMENDED AGENDA +++ Bellevue City Council Meeting

Tuesday, August 20, 2019 6:00 PM Bellevue City Hall 1500 Wall Street Bellevue, NE 68005

- 1. PLEDGE OF ALLEGIANCE
- 2. INVOCATION Pastor Jospeh Gastineau, Revival Tabernacle Church, 2226 Jefferson Street.
- 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, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda *(Items marked with an (\*) are approved where this item is, unless otherwise removed)* 
    - 1. \* Approval of the Minutes from the August 6, 2019 City Council Meeting
    - 2. \* Acknowledge Receipt of the Minutes from the August 9, 2019 Board of Health Meeting.
- 6. \* APPROVAL OF CLAIMS
- 7. ORGANIZATIONAL MATTERS:
  - a. \* Approve appointment of Council Member Kathy Welch to the Hard Surface Parking Committee. (Mayor Hike)
- 8. SPECIAL PRESENTATIONS:
  - a. Cody Wickham, D.A. Davidson, presentation on bond refunding.
- 9. APPROVED CITIZEN COMMUNICATION: None
- 10. LIQUOR LICENSES: None
- 11. ORDINANCES FOR ADOPTION (3rd reading): None
- 12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
  - a. Ordinance No. 3954: Request to annex Sanitary and Improvement District # 171,
  - Tregaron. Applicant: City of Bellevue. (Planning Director)
  - b. Ordinance No. 3955: Request to annex Sanitary and Improvement District # 177, Fox Ridge Estates. Applicant: City of Bellevue. (Planning Director)
  - c. Ordinance No. 3956: Request to annex Sanitary and Improvement District # 182, 370 Pointe. Applicant: City of Bellevue. (Planning Director)
  - d. Ordinance No. 3957: Request to annex Sanitary and Improvement District # 183, Pilgrims Landing. Applicant: City of Bellevue. (Planning Director)
  - e. Ordinance No. 3958: Request to annex Sanitary and Improvement District # 186,
  - Oakhurst/Oakridge East. Applicant: City of Bellevue. (Planning Director)
  - f. Ordinance No. 3959: Request to annex Sanitary and Improvement District # 197, Heartland Hills. Applicant: City of Bellevue. (Planning Director)
  - g. Ordinance No. 3960: Request to annex Sanitary and Improvement District # 265,
  - Williamsburg. Applicant: City of Bellevue. (Planning Director)
  - h. Ordinance No. 3961: Request to annex Lot 1, except part dedicated for right-of-way, Southwest Elementary School Addition, and Tax Lot 2A2A2, located in the Northwest 1/4 of Section 15, T13N, R13E of the 6th P.M.; part of Lot 6 and part of Lot 7, Tregaron Towne Centre; Tax Lots 10B and 11, located in the Southwest 1/4 of Section 10, T13N, R 13E of the 6th P.M.; Tax Lot 13, located in the Northwest 1/4 of Section 10, T13N, R13E of the 6th P.M. (Parcel #010969381); part of Tax Lot 3A, located in the Northwest 1/4 of Section 16, T13N, R13E of the 6th P.M. (Parcel #010983694); part of Tax Lot 3A, located in the Northwest 1/4 of Section 16, T13N, R13E of the 6th P.M. (Parcel #011598421); and Tax Lot 3A2, located in the

Southwest 1/4 of Section 9, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: City of Bellevue. (Planning Director)

i. Ordinance No. 3963: Approval of the 2019 - 2020 Fiscal Year Budget. (Finance Director)

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 3964: Amending Section 6-18 pertaining to dangerous and potentially dangerous dogs, specifically Section 6.18(k) pertaining to proof of liability insurance requirement from \$500,000.00 to \$100,000.00. (City Attorney)

b. Ordinance No. 3965: Refinance Debt - Refund the City's Series 2013A & Series 2013B General Obligation Bonds in an amount not to exceed \$3,200,000 for the purpose of achieving interest cost savings. (Finance Director)

Requesting to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing tonight .

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: None

15. RESOLUTIONS:

a. Resolution No. 2019-27: Requesting City Council to give notice to the property owner(s) of 1204 Rebecca Court to repair the sidewalk adjacent to the property, according to the City of Bellevue's specifications. (Public Works Director)

b. Resolution No. 2019-28: Requesting City Council to give a notice to the property owner(s) of 1202 Rebecca Court to repair the sidewalk adjacent to the property, according to the City of Bellevue's specifications. (Public Works Director)

c. Resolution No. 2019-29: Requesting City Council to give a notice to the property owner(s) of 212 West 23rd Avenue to repair the sidewalk adjacent to the property, according to the City of Bellevue's specifications. (Public Works Director)

16. CURRENT BUSINESS:

a. \* Approval of Hunting Waiver Applications. (City Clerk)

b. \* Request permission to purchase playground equipment from Creative Sites for Swanson Park, not to exceed \$60,000.00. (Public Works Director/Parks and Recreation Superintendent) c. \* Approval of the low bid from Shawmark, Inc., not to exceed \$109,869.35 plus potential City initiated Change Orders of up to 10% (\$11,986.94) for the Fire Training Facility Pavement Replacement - Phase I and authorize the Mayor to sign. (Public Works Director/Manager of Engineering Services)

d. \* Recommendation to Approve the Service Agreement between Stericycle and Bellevue Police Department and authorize the Mayor to sign. (Police Chief)

e. \* Recommendation of approval of Memorandum of Understanding between Athena Arms and Bellevue Police Department and authorize the Mayor to sign. (Police Chief)

f. \* Approve Consulting Services Agreement between the City of Bellevue and Kansas City Series of Lockton Companies, LLC in an annual amount of \$19,800.00. (Finance Director/Risk Management)

g. +++ Approve & authorize Mayor to sign the Interlocal Cooperation Agreement between the City and Sarpy County for IT support services and public safety records management support services (City Administrator)

h. \* Approve and authorize the Mayor to sign the Service Agreement for Space with Eastern Nebraska Community Action Partnership regarding a food pantry outlet. (Human Services Manager)

i. \* Approve and authorize the Mayor to sign the Memorandum of Understanding with Bellevue Public Schools concerning public safety. (City Attorney)

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

- 18. CLOSED SESSION:
- 19. ADJOURNMENT

### Bellevue City Council Meeting, August 6, 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 6<sup>th</sup> day of August, 2019, at 5:00 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

Callin Dawson, Troop 231 - Thanksgiving Church, led the Pledge of Allegiance. Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42<sup>nd</sup> Street, 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.

<u>Motion</u> was made by Shannon, seconded by Welch, to amend the agenda to include on the consent agenda the following items: 16a., 16b., 16c., 16d., 16e., 16f., 16g., 16h., and 16i.

Roll call vote on the motion 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 Preister, seconded by Burns, to approve the consent agenda which included the following: approval of the Minutes from the July 16, 2019, City Council meeting; acknowledge receipt of the Minutes from the July 25, 2019, Planning Commission meeting; approval of the Claims; approval of reappointment of Ralph Gladbach to the Building Board of Review for a 5-year term, ending July 2024; approval of reappointment of Joshua Sullivan to the Bellevue Housing Authority for a 5-year term, ending July 2024; approval of reappointment of Tom Ackley and Leland Jacobson to the Bellevue Planning Commission for 3-year terms, ending August 2022; appointment of Scott Hankins to the Bellevue Planning Commission for a 3-year term, ending August 2022; reappointment of Mary Hansen to the Civil Service Commission for a 5-year term, ending May 2024; and approval of appointments of Rob Klug, Matt Barros, Stacen Gross, and Scott Burmeister to the LB 840 Citizen Advisory Board; Approve and Authorize the Mayor to sign an Agreement for the Fire Station Alerting System, allowing Bellevue and Papillion to utilize the fire station alerting infrastructure in Omaha, while sharing in the expenses in setting up and maintaining that system, not to exceed \$6,000/year or \$60,000/over the 10 year term of the agreement; Approve and Authorize the Mayor to sign the Subordination Agreement so that a homeowner's CDBG lien, of \$12,461 remains second to the mortgage for property known as 3728 Gayle Avenue; Approve & Authorize the Mayor to sign the Agreement with Alfred Benesch and Company for the Capehart Road Improvements Project, not to exceed \$425,828; Approve and Authorize the Mayor to sign the Permanent and Temporary Easements and Acquisitions for the 25th Street Bridge replacement, exact easement & acquisition locations and costs defined in Exhibit "A" which is included in the attachments; Approve and Authorize the Mayor to sign the Permanent and Temporary Easements and Acquisitions for the 25th Street Bridge replacement, exact easement & acquisition locations and costs defined in Exhibit "A" which is included in the attachments; Request permission to purchase playground equipment from Crouch Recreation for Washington Park with use of Park Funds, not to exceed \$43,543; Request permission to purchase playground equipment from Crouch Recreation for Swanson Park, not to exceed \$60,000; Request permission to accept the proposal from KenBrooke Roofing, Inc. for \$33,360 to reroof the Reed Center and Authorize the Mayor to sign; Request Permission to purchase a 2019 Chevrolet Blazer from Beardmore for the City Administrator, not to exceed \$27,000; and Approve and Authorize the Mayor to sign the proposal from Superior Lighting for the Sigler Field Restoration Project - Electrical, not to exceed \$7,955.

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.

### SPECIAL PRESENTATIONS:

Mr. Rich Severson, Finance Director, provided a summary on the Quarterly Budget Review.

### APPROVED CITIZEN COMMUNICATION: None

#### LIQUOR LICENSES:

Recommendation to approve a Special Designated Liquor License for The Crook Inc. dba "Mixers Pub and Grub" at 910 Fort Crook Road South, for a parking lot party, on Saturday, August 24, 2019 from 11:00 a.m. to 10:00 p.m. (City Clerk)

### Bellevue City Council Meeting, August 6, 2019, Page 2

Mr. Daris Peterson, was present to answer any questions.

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

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

Motion was made by Stinson, seconded by Shannon, to approve a Special Designated Liquor License for The Crook Inc. dba "Mixers Pub and Grub" at 910 Fort Crook Road South, for a parking lot party, on Saturday, August 24, 2019 from 11:00 a.m. to 10:00 p.m

Councilman Stinson stated he had concerns about the rope fencing indicated on the application. State Statutes states the area needs to be secured. He advised he would prefer a snow fence for public safety. Mr. Peterson advised he will put in a four feet snow fence per the council's request.

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

### Recommendation to approve the application of a location change for the Industrial Social Hall Inc., dba "Knights of Columbus" from 205 Industrial Drive to 1020 Lincoln Road and the new property description. (City Clerk)

Mr. Larry Reed, was present to answer any questions. He advised due to the flood of March 2019; the Knights of Columbus building was destroyed. Due to the building being unsalvageable, the facility is being relocated to 1020 Lincoln Road.

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

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

Councilman Preister commented he had heard some concerns regarding the facility having enough parking stalls. Mr. Reed explained the Knights of Columbus owns the property to the west, where they intend to put in additional parking stalls. Discussion followed.

Motion was made by Cook, seconded by Burns, to approve the application of a location change for the Industrial Social Hall Inc., dba "Knights of Columbus" from 205 Industrial Drive to 1020 Lincoln Road and the new property description.

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

### Ordinances for Adoption: (Third reading)

# Ordinance No. 3951: Request to rezone Lot 1, Wood Replat from RS-72 to RD-60 to allow for the construction of a duplex. Applicant: Paul Pignotti. Location: 7801 South 30th Street. (Planning Director)

Ordinance No. 3951, an ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3, of Ordinance No. 3619 by changing the zone classification of land located at or about 7801 South 30<sup>th</sup> Street, more particularly described in Section 1 of the ordinance and to provide an effective date, was read by title only for the third and final time.

<u>Motion</u> was made by Shannon, seconded by Stinson, that Ordinance No. 3951 be adopted. Mayor Hike asked, "Shall Ordinance No. 3951 be passed and adopted?" and upon roll call the following voted yes: Stinson, Shannon, and Welch. Voting no: Cook, Preister, and Burns. Mayor Hike voted yes to break the tie. Motion carried. Mayor Hike declared Ordinance No. 3951 passed and adopted.

## Ordinance No. 3953, an ordinance for an Increase in Pay for the Mayor and City Council Members. (Councilman Shannon)

Motion was made by Shannon, seconded by Preister, that Ordinance No. 3953 be approved.

<u>Motion</u> was made by Shannon, seconded by Preister, to amend Ordinance No. 3953 by adding an additional two percent to the City Council Members and Mayor's salaries annually beginning December 1, 2021. Roll call vote on the motion was as follows: Stinson, Shannon, Preister, and Welch voted yes; voting no: Cook and Burns. Motion carried.

Roll call vote on the motion as amended as follows: Stinson, Shannon, Preister, and Welch voted yes; voting no: Cook and Preister. Motion carried. Mayor Hike declared Ordinance No. 3951 passed and adopted.

Bellevue City Council Meeting, August 6, 2019, Page 3

### Ordinances for Public Hearing: (Second Reading) None

### Ordinances for Introduction: (First Reading):

Ordinance No. 3954: Request to annex Sanitary and Improvement District #171, Tregaron. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 3954, 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 August 20<sup>th</sup>.

Ordinance No. 3955: Request to annex Sanitary and Improvement District #177, Fox Ridge Estates. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 3955, 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 August 20<sup>th</sup>.

Ordinance No. 3956: Request to annex Sanitary and Improvement District #182, 370 Pointe. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 3956, 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 August 20<sup>th</sup>.

Ordinance No. 3957: Request to annex Sanitary and Improvement District #183, Pilgrims Landing. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 3957, 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 August 20<sup>th</sup>.

Ordinance No. 3958: Request to annex Sanitary and Improvement District #186, Oakhurst/Oakridge East. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 3958, 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 August 20<sup>th</sup>.

Ordinance No. 3959: Request to annex Sanitary and Improvement District #197, Heartland Hills. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 3959, 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 August 20<sup>th</sup>.

Ordinance No. 3960: Request to annex Sanitary and Improvement District #265, Williamsburg. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 3960, 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 August 20<sup>th</sup>.

Ordinance No. 3961: Request to annex Lot 1, except part dedicated for right-of-way, Southwest Elementary School Addition, and Tax Lot 2A2A2, located in the Northwest 1/4 of Section 15, T13N, R13E of the 6th P.M.; part of Lot 6 and part of Lot 7, Tregaron Towne Centre; Tax Lots 10B and 11, located in the Southwest 1/4 of Section 10, T13N, R 13E of the 6th P.M.; Tax Lot 13, located in the Northwest 1/4 of Section 10, T13N, R13E of the 6th P.M.; Tax Lot 13, located in the Northwest 1/4 of Section 10, T13N, R13E of the 6th P.M. (Parcel #010969381); part of Tax Lot 3A, located in the Northwest 1/4 of Section 16, T13N, R13E of the 6th P.M. (Parcel #010983694); part of Tax Lot 3A, located in the Northwest 1/4 of Section 16, T13N, R13E of the 6th P.M. (Parcel #011598421); and Tax Lot 3A2, located in the Southwest 1/4 of Section 9, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: City of Bellevue (Planning Director).

Ordinance No. 3961, 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 August 20<sup>th</sup>.

Bellevue City Council Meeting, August 6, 2019, Page 4

Ordinance No. 3962: Approve the Amended Budget for the 2018 - 2019 Fiscal Year. (Finance Director) Requesting the waiver of last 2 readings, hold public hearing, and vote at this meeting.

Motion was made by Shannon, seconded by Welch, to waive the last 2 readings, hold a public hearing tonight, and vote at this meeting.

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

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

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

<u>Motion</u> was made by Preister, seconded by Cook, to Approve the Amended Budget for the 2018 – 2019 Fiscal Year.

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

Ordinance No. 3963: Approval of the 2019 – 2020 Fiscal Year Budget. (Finance Director)

Ordinance No. 3963, 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 August 20<sup>th</sup>.

### PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None

### **RESOLUTIONS:**

# Resolution No. 2019-23: Approve and Authorize the Mayor to sign Resolution 2019-23 approving the Second Amended Budget for Sarpy County and Cities Wastewater Agency for the 2018-19 FY. (City Administrator)

Motion made by Welch, seconded by Cook, to approve Resolution No. 2019-23: Approve and Authorize the Mayor to sign Resolution 2019-23 approving the Second Amended Budget for Sarpy County and Cities Wastewater Agency for the 2018-19 FY. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none.

### Resolution No. 2019-24: Approve and Authorize the Mayor to sign Resolution No. 2019-24 adopting the Sarpy County and Cities Wastewater Agency Proposed 2019-2020 Budget. (City Administrator)

Motion made by Shannon, seconded by Stinson, to approve Resolution No. 2019-24: Approve and Authorize the Mayor to sign Resolution No. 2019-24 adopting the Sarpy County and Cities Wastewater Agency Proposed 2019-2020 Budget. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none

### Resolution No. 2019-25: Approve and Authorize the Mayor to sign Resolution No. 2019-25 to adopt and approve the Jurisdiction and the Growth Management Plan for the Sarpy County and Cities Wastewater Agency. (City Administrator)

<u>Motion</u> made by Welch, seconded by Stinson, to approve Resolution No. 2019-25: Approve and Authorize the Mayor to sign Resolution No. 2019-25 to adopt and approve the Jurisdiction and the Growth Management Plan for the Sarpy County and Cities Wastewater Agency. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none.

CURRENT BUSINESS: All items approved on consent.

### CLOSED SESSION:

Real Estate Negotiations

<u>Motion</u> made by Welch, seconded by Shannon, to adjourn into closed session, for the protection of the public interest, at 5:51 p.m. regarding personnel matters and operations. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

The following individuals were asked to participate in closed session: City Administrator Jim Ristow, Mayor Rusty Hike, City Council Members, Attorney Bree Robbins, Para-legal Tahnee King, Planning Director, Chris Shewchuk, Mr. Melvin Sudbeck, Mr. Jeff Ray, and Mr. Andrew Willis.

**Motion** was made by Welch, seconded by Burns, to come out of closed session at 6:24 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

### Bellevue City Council Meeting, August 6, 2019, Page 5

### 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. Councilman Shannon requested Council Members receive information regarding the Public Meeting to be held on Tuesday, August 13th. Councilman Cook mentioned the meeting is at Leonard Lawrence Elementary School to discuss the potential development of a Splash pad in Lookingglass Park. Councilman Cook congratulated the Parks Department, Recreational Department, and the Library on the summer programs they provided to the community.

### **ADJOURNMENT:**

There being no further business to come before the Council at this time, on motion by Welch, seconded by Burns. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. At 6:26 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 August 6, 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.

OF BELLE ORPOR

MIL Alut

<u>u</u>

### Bellevue Board of Health, August 9, 2019, Page 1

A meeting of the Bellevue Board of Health was called to order by Mayor Rusty Hike in the City Council Chambers at the Bellevue City Hall at 10:00 a.m. on the 9<sup>th</sup> day of August 2019. Also present were Board Members Chief of Police Mark Elbert, Dr. Tony Yonkers and Dr. Jeff Akerson. Board Member Paul Cook, City Council President, was absent. Also present were Jim Ristow, City Administrator, Bree Robbins, City Attorney, and Tahnee King, Para-legal.

Notice of this meeting was given in advance thereof by posting in two public places and by publication in the Bellevue Leader. All Board Members were notified of the meeting. All proceedings shown were taken while the convened meeting was open to the public.

#### **Open Meetings Act**

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

### Appeal Decision of Nebraska Humane Society

Mayor Hike advised the Board of Health is meeting to hear and consider Mr. Sean Sammons' appeal of a Potentially Dangerous Dog Designation for his dog Jet.

Mr. Sean Sammons, 315 E. 17<sup>th</sup> Avenue, explained he has appealed the decision of the Nebraska Humane Society (NHS) to declare his dog, Jet, a "Potentially Dangerous Dog". He stated his appeal is based on two main reasons. The first reason being, it would be financially difficult to meet all the requirements NHS provided to comply. The second reason, Jet is not a dangerous dog by nature. Mr. Sammons mentioned he met with a dog trainer at NHS who suggested some training tips. He stated he has implemented some of the training and Jet has made improvements in his behavior. Jet lives with two cats, has been around other people, and has had no issues. He believes the past incidents were isolated occurrences. He explained Jet has been moved from house to house, which has caused him anxiety. Mr. Sammons mentioned Ms. Dawn Thrapp, NHS, explained Jet is anxious and doesn't know what to do.

Dr. Yonkers questioned if the dog is aggressive with children when they try to pet him. Mr. Sammons explained Jet had formerly lived with a four-year-old child. Jet loves kids and loves to play. He commented Jet is only a year and a half old puppy. He mentioned Jet had not received any training from the time he was four months to ten months old.

Ms. Robbins clarified Jet bit an Omaha Police Officer on April 13, 2019. Mr. Sammons replied yes. Ms. Robbins questioned if the officer received stitches from the incident. Mr. Sammons replied he was unaware if he had.

Ms. Robbins requested clarification if Jet bit another individual on May 25, 2019. Mr. Sammons confirmed the second bite.

Ms. Robbins questioned how many training sessions have been obtained with NHS. Mr. Sammons replied there have been no official training sessions. Ms. Robbins requested clarification from the applicant regarding the training he mentioned. Mr. Sammons advised he has not received formal training; it was advisement from Ms. Dawn Thrapp, NHS, on counter conditioning.

Chief Elbert questioned if the applicant has gone through sessions with NHS. Mr. Sammons replied he has not. He explained when Jet's breed was finalized, Ms. Thrapp provided advisement on what to do and how to train Jet. Chief Elbert clarified this was done in one occurrence. Mr. Sammons stated yes.

Ms. Robbins inquired if the applicant has the date he met with the individual (Ms. Thrapp), at NHS. Mr. Sammons advised it was the day he registered Jet and got all his paperwork done. Ms. Robbins commented the paperwork from NHS indicates Jet was breed evaluated as majority lab, minority pit bull October 19, 2018. She inquired if that date sounds familiar. Mr. Sammons advised the correct date was May 29, 2019. Ms. Robbins stated the date indicated in the report mentions October 19, 2018. Mr. Sammons commented the date may have been when his ex-girlfriend took him in. He stated he took the dog in a few months ago, at the beginning of the summer.

Ms. Robbins mentioned NHS made a recommendation to muzzle Jet after he bit the Police Officer in April. She inquired if this recommendation has been followed. Mr. Sammons stated Jet has a full muzzle, a full pinch collar, and a backup choker. Ms. Robbins commented Jet was not wearing his muzzle the night he bit Ms. Danika Yale, on May 25, 2019. Mr. Sammons stated Jet pulled it off the night before the incident.

Mr. Sammons explained he has a bad leg and Jet helps him on walks. He stated he has major depression issues and would like to get Jet into depression training. Explaining Jet can sense his depression and helps him through episodes of depression.

Dr. Yonkers stated Jet acted unprovoked by biting both the Police Officer and Ms. Yale. Mr. Sammons stated the dog was startled by the Police Officer's flashlight being shined in his face. Discussion occurred on the injuries to the parties received by the dog and who initiated the call to NHS.

Mr. Mark Langan, Vice President, Field Operations NHS, was present. He advised NHS contracts with the City of Bellevue and the City of Omaha for the enforcement of animal control ordinances. He explained Mr. Sammons filed an appeal with NHS. A report was prepared for the City of Bellevue Board of Health, as to why NHS declared Jet as potentially dangerous. The report includes the past history of the dog. There

#### Bellevue Board of Health, August 9, 2019, Page 2

was a bite reported on May 25, 2019 by Ms. Danika Yale which occurred in Elmwood Park. Another bite, which also occurred in Elmwood Park, was reported on April 13, 2019 by an Omaha Police Officer. This bite resulted in five stitches. On October 19, 2018, there were two aggressive pit bulls loose in a back yard. One of the dogs was determined to be Jet. With the three incidents, NHS declared Jet as a Potentially Dangerous Dog. Mr. Langan mentioned the incidents occurred in Omaha; however, Mr. Sammons resides in Bellevue. He advised both Bellevue and Omaha follow identical ordinances. Mr. Langan stated NHS held the hearing and Mr. Sammons commented at the end of the hearing he feels Jet does have behavioral issues. He stated Mr. Sammons mentioned kids do walk up to the dog and try to pet him. Therefore, it was determined the two-year requirements should be enforced. The requirements include: harnessing and muzzling the dog, spay/neuter the dog, micro-chip the dog, purchase a Potentially Dangerous Dog license, attend an owner responsibility class, and a dog behavior class. Mr. Langan advised the ordinance has been enforced by the City of Omaha since 2008 and the City of Bellevue since 2013 or 2014. NHS has designated hundreds of dogs as Potentially Dangerous Dogs, commenting owners have had no difficulty complying with the requirements. Mr. Langan stated there is very little repeat of incidents after the twoyear requirements are met. If there are no violations during the two years by Mr. Sammons, the requirements go away. He advised NHS stands by the decision to declare the dog as potentially dangerous for public safety. Mr. Langan advised if Mr. Sammons fails to comply with the two-year requirements, he becomes a reckless owner. Explaining this is an ordinance the City of Bellevue has in place. If Mr. Sammons does not comply, he will not be allowed to own a pet for four years in the City of Bellevue.

Dr. Jeff Akerson requested clarification on the difference between provoked and unprovoked. Mr. Langan explained provoked would be an outside stimulus involved, which caused the dog to bite. Such as rough housing, teasing the dog, or trespassing on the dog's property. Dr. Akerson questioned if the bites by Jet would be considered provoked. Mr. Langan replied, they are not considered as provoked.

Dr. Akerson questioned if the dog is declared a Potentially Dangerous Dog, if the declaration stays with the dog or the owner. Mr. Langan explained it stays with the dog. If there were to be a new owner, the responsibilities and requirements would need to be followed by the new owner.

Mayor Hike inquired what the cost of the classes are. Mr. Langan stated they are \$80.00 each. Mayor Hike questioned how many classes there are. Mr. Langan replied two. Mr. Langan stated the following: The Potentially Dangerous Dog License is \$100.00, spay/neuter procedure is approximately \$120.00. He commented the spay/neuter procedure reduces the aggressiveness of dogs. Mayor Hike inquired where the classes take place. Mr. Langan replied at NHS in Omaha.

Ms. Robbins clarified the owner has 90 days to complete the required training courses. Mr. Langan replied yes. He stated NHS is pretty liberal with the requirements due to the availability of the classes. He advised NHS works with the owners on payment as well. He explained NHS has an Ordinance Administrator who prepares the reports and works with the owners to coordinate payment and classes. Mr. Langan explained NHS wants to see the dogs and owners succeed. Ms. Robbins questioned if the owner needs an extension could he reach out to the Ordinance Administrator to coordinate a plan to pay and schedule the classes. Mr. Langan replied yes.

Dr. Yonkers inquired if the owner is required to obtain \$500,000.00 public liability insurance as part of the requirements. Mr. Langan stated yes. He explained the City of Omaha has a \$100,000.00 requirement; however, the City of Bellevue has a \$500,000.00 requirement. He explained if the dog is declared a Potentially Dangerous Dog, written proof of public liability insurance of not less than \$500,000.00 will need to be provided to NHS before licensing can occur.

Dr. Yonkers inquired if the insurance is expensive. Mr. Langan replied he is uncertain. Ms. Robbins commented many dog owners who have had their dogs declared potentially dangerous have had no problem meeting the same requirements.

Ms. Robbins requested clarification if Jet is currently micro-chipped. Mr. Langan commented he is not.

Mayor Hike inquired if a statement was received from the Omaha Police Officer on whether or not he thought the dog was aggressive. Mr. Langan replied there is not. He stated he did have a conversation with the officer. The officer stated he was on patrol in Elmwood Park. He approached Mr. Sammons and the dog, who were in a dark area of the park. The officer turned on his flashlight as he approached Mr. Sammons and the dog bite his hand.

Dr. Akerson requested clarification if the officer received medical treatment. Mr. Langan replied he did, explaining he received five stitches. Dr. Akerson inquired if requiring medical treatment changes the declaration from potentially dangerous dog to dangerous dog. Mr. Langan commented that is a great question. Explaining the definition states not requiring medical treatment. He explained NHS is liberal with the definition. He stated NHS felt Jet did not deserve a dangerous dog citation. Mr. Langan advised if the dog was in fact declared a dangerous dog, the owner would have been cited for harboring a dangerous dog. The dog would have been impounded, held for court, and a great chance the dog would have been euthanized.

Ms. Robbins clarified the city ordinance doesn't speak to if the person felt the dog was aggressive, it speaks to whether or not the dog inflicted an injury when it was not unprovoked. Mr. Langan explained the ordinance states: "any dog that, when unprovoked, inflicts an injury on a human being that does not require medical treatment, either on public or private property; any dog that, when unprovoked, chases or approaches a person who is upon a street, sidewalk, or any other public ground or public area, in a menacing or threatening fashion or apparent attitude of attack; or any specific dog with a known propensity, tendency, or disposition to attack when unprovoked, or to cause injury, or to threaten the safety of human

### Bellevue Board of Health, August 9, 2019, Page 3

beings or other domestic animals". He advised NHS felt there were injuries to two humans and there is a history with the dog of attacking when unprovoked. The history is a concern, along with kids wanting to pet the dog.

Mayor Hike referred to the report regarding the April 13, 2019 incident. He requested clarification on the officer's bite already being bandaged. Mr. Langan commented when the Animal Control Officer arrived the officer's hand was already bandaged. Normal procedure is to take pictures of the injury, however since the hand was already bandaged no pictures were obtained.

Dr. Yonkers referred to the dog being a mix of a black lab and pit bull. He inquired if black labs are known for biting. Mr. Langan commented labs are the number one bite dog in the country. Explaining there are ten times more labs, than there any other dog. Discussion followed on the types of dogs who are known for biting.

Dr. Yonkers questioned Mr. Sammons if he will be able to fulfill the requirements. Mr. Sammons explained out of all the requirements, the hardest one to be met will be liability insurance. He stated the insurance is very expensive and will cause a financial burden. He advised he will have him neutered and micro-chipped at his vet.

Ms. Robbins verified the owner received notice at the end of May 2019. Mr. Sammons replied yes. He explained since receiving the notice he has filed the appeal, done his research, and met with Ms. Dawn Thrapp at NHS.

**Motion** was made by Dr. Akerson, seconded by Dr. Yonkers, to uphold the decision of the Nebraska Humane Society to declare Mr. Sammons' dog, Jet, a Potentially Dangerous Dog.

Dr. Yonkers questioned if the \$500,000.00 insurance policy could be modified by the Board of Health. Ms. Robbins explained since the amount of liability insurance was adopted by city ordinance by the City Council it would need to be upheld.

Ms. Robbins advised a new ordinance would need to be presented to the council for adoption. Discussion occurred on the City of Omaha requiring only a \$100,000.00 public liability insurance policy. Ms. Robbins initiated conversation on revising the ordinance to the City Council to change the city's requirement of \$500,000.00 public liability insurance to \$100,000.00. Discussion followed on a revised ordinance being presented to the City Council on August 20<sup>th</sup> for first reading. When the ordinance is read for second reading and public hearing, a request to waive third reading could be made.

Chief Elbert questioned if the City Council approves the revised ordinance, would this by retroactive to the owner. Ms. Robbins replied if the council approves it before the 30 days, she gives her word she would make it work. However, if it is not approved by City Council within the 30 days, the owner would need to comply with the \$500,000.00 insurance requirement.

Dr. Yonkers inquired if other cities require only \$100,000.00 policy, or if the City of Omaha is the only one. Mr. Langan stated he believes the City of Bellevue is the only city to require \$500,000.00. He advised he would research the information and send it to Ms. Robbins.

Mayor Hike questioned the owner if that would help. Mr. Sammons replied yes, very much.

Dr. Akerson shared in his experience of treating victims of animal attacks, the owner and victim are always surprised. No one expects their animal to respond aggressively, but it happens. It is the purpose of the Board of Health to safeguard the citizens.

On roll call the following Board Members voted yes: Mayor Hike, Chief of Police Elbert, Dr. Yonkers and Dr. Akerson; voting no: none; absent: Cook. Motion carried.

Mayor Hike explained to Mr. Sammons, the Board of Health has affirmed the decision of the Nebraska Humane Society declaring "Jet" potentially dangerous dog. Mayor Hike advised Mr. Sammons he is required to: Comply with 6-18 (m) immediately; comply with 6-18 (i) and (k) within 30 days; and comply with 6-18 Subsection 1, within 90 days. Mayor Hike advised a copy of the code was provided in the agenda packet. He questioned Mr. Sammons if he needed another copy to ensure compliance. Mr. Sammons held up his papers, indicating he had his copy of the requirements with him.

Mayor Hike advised Mr. Sammons if he fails to comply with any of these sections within the time limits specified, the animal control authority will initiate administrative proceedings under Subsection (i) to declare him a reckless owner. Mayor Hike inquired if Mr. Sammons had any questions. Mr. Sammons shook his head no.

### ADJOURNMENT

There being no further business to come before the Board at this time, on motion by Dr. Yonkers, seconded by Chief Elbert, at 10:42 a.m., the meeting was adjourned.

isley R. Haston Shirley R. Harbin

Deputy City Clerk

2

PAGE 1

MAYOR			
CENTURY LINK	MONTHLY SERVICE-2019-7-22		14.21
		\$	14.21
CITY ADMINISTRATOR			
BEARDMORE CHEVROLET	2019 CHEVY BLAZER-672731		27.000.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		27,000.00 124.47
CENTURY LINK	MONTHLY SERVICE-2019-7-22		27.49
SECRETARY OF STATE	NOTARY RENEWAL		30.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES		162.57
	TOLETOR CITT VEHICLES	\$	27,344.53
		Ŧ	
LEGAL SERVICES			
CENTURY LINK	MONTHLY SERVICE-2019-7-22		27.96
		\$	27.96
CABLE ADVISORY			
CENTURY LINK	MONTHLY SERVICE-2019-7-22		9.47
		\$	9.47
CITY CLERK			
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		20.02
CENTURY LINK	MONTHLY SERVICE-2019-7-22		39.93
SECRETARY OF STATE	NOTARY RENEWAL		14.21
SUBURBAN NEWS ADV	LEGAL ADS		30.00
	LEVAL ADS	\$	893.41 977.55
		÷	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
FINANCE/RISK MANAGEMENT			
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-8-2		10.42
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		102.10
CENTURY LINK	MONTHLY SERVICE-2019-7-22		68.85
GREAT PLAINS UNIFORMS	SAFETY SHOES		189.00
INDOFF	OFFICE SUPPLIES		97 <b>.9</b> 9
INFOSAFE SHREDDING	SHREDDING SERVICE		60.00
NEOFUNDS BY NEOPOST	REFILLL POSTAGE		2,000.00
TOTAL FUNDS BY HASLER	<b>REFILL POSTAGE METER</b>		1,000.00
		\$	3,528.36
LIBRARY			
CENGAGE LEARNING, INC	LARGE PRINT BOOKS		307.76
CENTURY LINK	MONTHLY SERVICE-2019-7-22		47.36
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-7-23		107.39
INDOFF	OFFICE SUPPLIES		80.58
INGRAM LIBRARY SERVICES	BOOKS		1,795.16
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE		330.86
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-8-5		270.34
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-7-26		2,231.59
STAPLES ADVANTAGE	PRINTER TONER		146.59
		\$	5,317.63
		+	_,

\*6. 8/20/19

### **CLAIMS FOR AUGUST 20, 2019**

ADMINISTRATIVE SERVICES

ADMINISTRATIVE SERVICES			450.05
BELLEVUE LEADER	RENEW SUBSCRIPTION		158.95
CENTURY LINK	MONTHLY SERVICE-2019-7-22		66.19
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE		62.35
MR ICE CREAM	SUPPLIES FOR EMPLOYEES PICNIC		533.25
ONE SOURCE	BACKGROUND CHECKS		97.83
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	-	2,592.58
		\$	3,511.15
PUBLIC WORKS			
BENTLEY SYSTEMS, INC	BENTLEY SUPPORT SUBSCRIPTION		6,879.00
CENTURY LINK	MONTHLY SERVICE-2019-7-22		56.83
CORNHUSKER AUTO WASH	CAR WASH		15.89
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE		208.48
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-8-5		28.38
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL		4,294.27
ONE CALL CONCEPTS	DIGGERS HOT-LINE-MONTHLY		847.62
PERFORMANCE ENGINEERING, INC	ENGINEERING SERVICES FOR RELOCATION OF COLUMN IN CHAMBER		2,275.00
SARPY CO REGISTER OF DEEDS	EASEMENT RECORDING		68.00
SUBURBAN NEWS ADV	LEGAL AD FOR BIDS		13.94
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES		179.29
		\$	14,866.70
PARKS			
ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING CONTRACT-CYCLE 6		9,146.90
AMERICAN FENCE COMPANY	FENCE REPAIR		2,799.09
A-RELIEF SERVICES	PORTABLE RESTROOM-SWANSON		166.00
B&D DIAMOND PRO	MARKING DUST		99.75
CENTURY LINK	MONTHLY SERVICE-2019-7-22		42.63
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-7-23		363.42
CREATIVE RISK SOLUTIONS	NEW WORK COMP CLAIMS-JUN 2019		250.00
FARM PLAN	RHINO 2150 MOWER FOR PARKS		15,369.21
HUGHES MULCH PRODUCTS	MULCH		3,200.00
J & J SMALL ENGINE SERVICE	WALK BEHIND MOWER, SIDE MOUNT		5,034.53
LYMAN RICHEY SAND & GRAVEL	SAND FOR PLAYGROUNDS		162.72
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE		135.23
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-8-5		5,561.06
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-7-26		5,200.27
PRECISE MRM LLC	POOLED DATA PLAN		29.23
READY MIXED CONCRETE COMPANY	CONCRETE		2,634.95
TERRY HUGHES TREE SERVICE	TREE REMOVAL-WASHINGTON PARK		3,150.00
THIELE GEOTECH	MATERIALS TESTING-AHP		1,740.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES		5,044.35
WALKERS UNIFORM RENTAL	UNIFORM SERVICE		13.42
WESTLAKE ACE HARDWARE	SCREWS, SUPPLIES		26.35
	· · · · · · · · · · · · · · · · · · ·	¢	60 169 11

\$ 60,169.11

## **CLAIMS FOR AUGUST 20, 2019**

RECREATION		
AQUA-CHEM	CHEMICALS	46.90
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	40.90 56.66
CENTURY LINK	MONTHLY SERVICE-2019-7-22	59.84
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-7-23	88.39
DILLONS CUSTOMER CHARGES	CONCESSION SUPPLIES	42.84
J & J SMALL ENGINE SERVICE	HANDHELD BLOWER	160.00
JULIA CHENEY	REFUND SOCCER FEE	35.00
NICOLE JAROS	REFUND POOL PARTY DEPOSIT	100.00
SEMPAI JUDO ACADEMY	REFUND POOL PARTY DEPOSIT	100.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	310.03
		\$ 999.66
BUILDING MAINTENANCE		
AQUA-CHEM	CHEMICALS FOR POOLS	764.35
CENTURY LINK	MONTHLY SERVICE-2019-7-22	4.74
FILTER SHOP	FILTERS	12.35
JACKSON SERVICES, INC	DOOR MAT SERVICE	109.76
KB BUILDING SERVICES	JANITORIAL SERVICES-AUG 2019	10,708.50
MENARDS	LIGHTS, PAINT, LUMBER, PRUNER, SHIMS, POTTING MIX	260.61
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-8-5	818.72
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	455.92
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-7-26	2,557.67
OVERHEAD DOOR COMPANY	REPLACE BEARINGS IN GARAGE OPENER	671.00
SECURITY EQUIPMENT	SECURITY MONITORING	2,448.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	548.70
TRICO MECHANICAL SERVICES	A/C MAINTENANCE	781.73
WESTLAKE ACE HARDWARE	PEST CONTROL SUPPLIES, MULCH	 200.47
		\$ 20,342.52
CEMETERY		
CENTURY LINK	MONTHLY SERVICE-2019-7-22	4.74
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-7-23	83.39
DAN BLAHA	REIMBURSE FOR CDL RENEWAL	61.50
J & J SMALL ENGINE SERVICE	WEED FEED HEAD	131.96
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-8-5	93.31
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-7-26	110.06
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	216.04
		\$ 701.00
STREETS		
ALFRED BENESCH & COMPANY	2019 OVERLAY PROJECTS	19,437.42
ALFRED BENESCH & COMPANY	2020 RESURFACING PROJECT-INV 4 & 5	19,437.42
ASPHALT & CONCRETE MATERIALS	ASPHALT	3,341.77
CENTURY LINK	MONTHLY SERVICE-2019-7-22	42.63
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-7-22 MONTHLY SERVICE-2019-7-23	42.03
CREATIVE RISK SOLUTIONS	NEW WORK COMP CLAIMS-MAY 2019	274.17
DREF'S TREE SERVICE, INC	REMOVE OAK TREE IN MEDIAN	1,700.00
INDEPENDENT SALT CO	DE-ICING SALT	7,599.53
	·	.,0,,,,00

## **CLAIMS FOR AUGUST 20, 2019**

STREETS (cont'd)		
LOGAN CONTRACTORS, SUPPLY	KEYS	98.00
MARTIN PRODUCTS SALES, LLC	BULK OIL	229.40
MENARDS	LUMBER	102.49
METRO LEASING	LEASE 8725-RECYCLER	3,804.06
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-8-5	782.57
MIDWEST RIGHT OF WAY SERVICES, INC	ROW SERVICES #545 & 552	5,308.64
MIDWEST SALES & SERVICE CO	ADAPTERS FOR BREAK AWAY SIGNS,	10,165.55
	LUMBER SQUARE EDGES	10,100,000
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-7-26	2,864.63
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2019-7-26	12,071.52
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2019-7-30	73,018.66
OMNI	ASPHALT	881.11
OMNI	2019 OVERLAY PROJECTS-INV 4 & 5	657,625.86
PRECISE MRM LLC	POOLED DATA PLAN	122.10
READY MIXED CONCRETE COMPANY	CONCRETE	34,020.48
SWAIN CONSTRUCTION, INC	2019 CONCRETE PROJECTS	115,176.24
TRAVELERS	LIABILITY CLAIM-FEX8757	3,165.28
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	3,057.39
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		965,811.26
FLEET MAINTENANCE		
911 CUSTOM, LLC	PIONEER LIGHT, SUPER-LED FLAT	1,586.78
ALLIED OIL & TIRE COMPANY	OIL	2,645.64
AUTOMOTIVE WAREHOUSE DIST, INC	BELT, VALVE CORE, BELT TENSIONER, WINTER BLADES, PARTS	1,559.97
BAUM HYDRAULICS CORP	FLEXIBLE COUPLINGS, CHAIN	150.71
BAXTER CHRYSLER DODGE JEEP	CUSHION, RADIATOR, DOOR LATCH, COOLING FAN, LOWER ARMS	1,117.26
BAXTER FORD	BOLT, PLUGS, CONNECTORS, PARTS	235.80
<b>BELLEVUE TIRE &amp; AUTO SERVICE</b>	TIRES	562.07
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	14.78
CENTURY LINK	MONTHLY SERVICE-2019-7-22	33.15
CONSOLIDATED ELECTRICAL DIST	PLUGS, CONNECTORS, OUTLETS FOR FIRE	544.84
CORNHUSKER INTERNATIONAL TRUCKS	BRAKE LINING, SENSOR, FILTERS, HOSE DRYER, OIL PAN	1,529.09
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-7-23	107.39
CREATIVE RISK SOLUTIONS	NEW WORK COMP CLAIMS-MAY 2019	1,300.00
DULTMEIER SALES LLC	MESH FOR STRAINERS, SHURFLO PUMP	495.30
FACTORY MOTOR PARTS CO	TRANS FLUID, HOUSING, CORE, SEALS, PLUGS	588.72
FARM PLAN	FILTERS	18.17
GCR TIRES & SERVICE	TIRES	828.08
GRAINGER	COUPLER SHUT-OFFS	657.00
INDOFF	OFFICE SUPPLIES	67.73
J & J SMALL ENGINE SERVICE	STARTER, MAIN PIPE, THROTTLE KIT	148.23
JACKS UNIFORMS & EQUIPMENT	CODE 3MX INTERSECTION LIGHT MODULE	107.74
JIM HAWK TRUCK TRAILERS	LONG STROKE COMPLETE, CLEVIS	471.61
, KELLY SUPPLY COMPANY	TEMPERATURE GAUGES	78.34
KRIHA FLUID POWER CO	MALE BRANCH TEE, COUPLER, FITTINGS, NIPPLES	668.28
LIBRA SAFETY PRODUCTS	LENS TOWELETTES	64.00

## **CLAIMS FOR AUGUST 20, 2019**

PAGE 5

### FLEET MAINTENANCE (cont'd)

FLEET MAINTENANCE (CONT d)		
MATHESON TRI-GAS INC	WELDING GLOVES, PROTECTIVE SHIELD, WELDING SUPPLIES	440.48
MENARDS	RUST PROOF SPRAY, ACETONE, METAL PRIMER, TOOL BOX LINER	161.59
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-8-5	125.11
MEYER LABORATORY INC	HAND SOAP	84.00
NAPA AUTO PARTS	PIGTAIL SOCKETS, FILTERS, DISC BRAKES, RADIATOR, LED BULBS, PLUGS, PARTS	1,175.48
NEBRASKA IOWA INDUSTRIAL FASTENERS	FLANGE LOCK NUTS, DRILL BITS, BLADE, FLANGE NUTS	175.22
OMAHA MARINE CENTER	FUEL TANK	69.99
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-7-26	1,231.08
<b>O'REILLY AUTOMOTIVE PARTS</b>	STABILIZER LINKS, HYD HOSES, FILTER	585.83
P&M HARDWARE	BEARINGS, O-RINGS, END CAPS, SEALS, GASKETS, SHAFT PINION	1,435.16
POWERPLAN	SCREWS, PLATES, HEAT SHIELD, VAPOR CONDENSER, PINS	1,687.62
RADIATOR DEPOT	RADIATOR	109.00
READY MIXED CONCRETE COMPANY	CONVEYOR BELT FOR SNOW PLOWS	250.00
SERVICE EXPRESS CO	COUPLER, HIGH PRESSURE HOSE	75.76
SPARTAN MOTORS USA, INC	RADIATORS	2,760.86
STATE STEEL	HOT ROLLED ANGLE, ALUM FLAT	80.35
TOOL SHED	ANNULAR CUTTERS, PINS, DRILL, CARBIDE HOLE SAW	773.23
TURFWERKS	WHEEL	151.90
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	675.35
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WELDON PARTS INC	SLACK ADJUSTERS	 226.49
		\$ 27,932.58
PLANNING		
AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES -PLANNING COMMISSIONERS	700.00
CENTURY LINK	MONTHLY SERVICE-2019-7-22	14.21
INDOFF	COPY PAPER	39.00
SUBURBAN NEWS ADV	LEGAL ADS	12.30
		\$ 765.51
PERMITS & INSPECTIONS		
CENTURY LINK	MONTHLY SERVICE-2019-7-22	23.68
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	106.64
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-8-5	34.29
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	772.64
		\$ 937.25
POLICE/CODE ENFORCEMENT		
ACCESS DATA GROUP	SMS RENEWAL FEES	244552
AUTO BODY AUTHORITY	TOW CHARGE	2,445.52
BELLEVUE FORT CROOK, LLC	RENT FOR K9 BUILDING-SEPT 2019	84.40
CANTEEN	COFFEE SUPPLIES	1,200.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	59.48
	COLIER ENDE	121.12

### **CLAIMS FOR AUGUST 20, 2019**

PAGE 6

95.75

994.91

119.50

298.95

322.98

175.48

2,501.23

8,307.04

POLICE/CODE ENFORCEMENT (cont'd)		
CENTURY LINK	MONTHLY SERVICE-2019-7-22	433.63
CITY TREASURER	RANGE USE	120.00
CONNER PSYCHOLOGICAL SERVICES PC	PRE EMPLOYMENT PSYCH EVALUATION, OIS EVALUATION	505.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-7-23	83.39
CREATIVE RISK SOLUTIONS	NEW WORK COMP CLAIMS-MAY 2019	750.00
CREATIVE RISK SOLUTIONS	NEW WORK COMP CLAIMS-JUN 2019	500.00
CULLIGAN OF OMAHA	BOTTLED WATER	280.80
DIGITAL INTELLIGENCE, INC	SERVER SOFTWARE FOR FORENSICS AND STORAGE	42,250.00
DONTRELL DUCKER	REIMBURSEMENT	2,500.00
DRAKE WILLIAMS STEEL	METAL FOR PLATFORM FOR MRAP	401.85
ENTERPRISE FM TRUST	DEA VEHICLE PAYMENT-AUG 2019	521.58
GALLO PROFESSIONAL POLYGRAPH SERVICES	POLYGRAPH SERVICE	350.00
GOVDIRECT, INC	GETAC KEYBOARD-USB INTERFACE	34,832.40
GREAT PLAINS UNIFORMS	TACTICAL VEST, UNIFORMS	1,834.00
INDOFF	OFFICE SUPPLIES	288.17
INFOSAFE SHREDDING	SHREDDING SERVICE	180.00
LEFTA	LEFTA ANNUAL IT SUPPORT/HOSTING	2,880.00
LP POLICE	MONTHLY LOCATE PLAN FEE-AUG 2019	129.95
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	471.77
MENARDS	PLAY SAND, TOTE, TOUGH BOX	148.59
METRO LEASING	LEASE8734-CRUISER	22,045.60
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-8-5	624.64
MIDLANDS PRINTING	BUSINESS CARDS	216.00
MPH INDUSTRIES	RADAR UNIT	1,777.98
SARPY COUNTY TREASURER	AGREEMENT FOR LRMS COST SHARING	8,138.15
TRAVIS SHAFER	REIMB FOR DAMAGED WEAPON	461.04
U.S. CELLULAR	MONTHLY SERVICE	118.61
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	13,542.10
	-	140,295.77
FIRE & RESCUE		
AIRGAS USA, LLC	MEDICAL SUPPLIES	176.63
BODY BASICS FITNESS EQUIPMENT	REPAIR FITNESS EQUIPMENT-DIST 1	1,384.48
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	7,523.21
BRENDAN RICHARDSON	REIMB FOR BOOTS	89.66
CENTURY LINK	MONTHLY SERVICE-2019-7-22	120.72
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-7-23	576.95
CREATIVE RISK SOLUTIONS	NEW WORK COMP CLAIMS-JUN 2019	250.00
ED M FELD EQUIPMENT CO	COMPRESSOR MAINTENANCE	600.00

MONTHLY SERVICE-2019-8-5

MONTHLY SERVICE-2019-7-26

	······································
ED M FELD EQUIPMENT CO	COMPRESSOR MAINTENANCE
INDOFF	OFFICE SUPPLIES
INTERSTATE POWER SYSTEMS, INC	GENERATOR REPAIR
JOSEPH PENRY	REIMB FOR BOOTS
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE
MATHESON TRI-GAS INC	ACETYLENE REGULATOR
MENARDS	BRISTLE BRUSHES, GAS CAN, DRILL BIT SET, SUPPLIES

METROPOLITAN UTILITIES DIST OMAHA PUBLIC POWER DISTRICT

PAPILLION FIRE DEPARTMENT

F

SHARE FAX SERVER

87.50

## **CLAIMS FOR AUGUST 20, 2019**

SECURITY EQUIPMENT DOOR REPAIR 273.00 SECURITY EQUIPMENT DOOR REPAIR 273.00 SECURITY EQUIPMENT DOOR REPAIR 273.00 SECURITY EQUIPMENT DOOR REPAIR 273.00 SECURITY EQUIPMENT CONFIGURATION DOOR REPAIR 273.00 SECURITY EQUIPMENT COMPANY GREEN DOOR PARAMEDIC EXAM, 425.00 TROY NAWROCKI REFIGITERS MEMBERSHIP DUES-2019 150.00 TROY NAWROCKI REFIGITERS MEMBERSHIP DUES-2019 150.00 TROY NAWROCKI REFIGITERS MEMBERSHIP DUES-2019 7.10 479.08 U.S. CELLULAR MONTHLY SERVICE-2019-7.10 479.08 U.S. CELLULAR MONTHLY SERVICE-2019-7.10 479.08 U.S. CELULIAR MONTHLY SERVICE-2019-7.10 479.08 U.S. CELULIAR MONTHLY SERVICE-2019-7.10 479.08 U.S. CELULIAR MONTHLY SERVICE-2019-7.10 479.08 U.S. CELULIAR MONTHLY SERVICE-2019-7.23 373.80 CON BUSINESS SERVICES MONTHLY SERVICE-2019-7.23 373.80 LEO A DALY COMPANY PROFESSIONAL SERVICES-LIBERARY STUDY 42,500.00 METRO AREA TRANSIT MAT SERVICES-UDIPARY STUDY 42,500.00 SARPY COUNTY COURT HOUSE ANIMAL CONTRACT REPAIR 950.00 COMMUNICATION SERVICES MONUNICATION SUBCONTRACT REPAIR 950.00 COMMUNICATION SYSTEM ANALYZER 19,900.00 COMMUNICATION PARTS 154.30 COMMUNICATION PARTS 154.30 COMMUNICATION PARTS 154.30 COMMUNICATION PARTS 154.30 COMMUNICATION PARTS 154.30 COMMUNICATION PARTS 154.33 SARPY COUNTY COURT HOUSE MONTHLY SERVICE 2019-7.23 63.39 EVMAN PLINK MONTHLY SERVICE 2019-7.23 63.39 EVMAN PLINK MONTHLY SERVICE 2019-7.22 54.23 CITY OF OMARIA SEWER FEES-APR 2019 454,013.97 COMMUNICATION PARTS 154.30 COMMUNICATION PARTS 154.30 EVMAN PLINBING INSTALL FLOOD GATE VALVE 13,700.00 MANES STORE SAFETY SHORS-LUNIN 179.98 JA J SMALL ENGINES STYLEMS COPIER EXPENSE 61.69 METROPOLITAN UTILITIES DIST MONTHLY SERVICE 2019-7.26 NAPA AUTO PARTS FUEL LINE, SULTOFF VALVE 14.84 MATRIX BUSINESS SYSTEMS COPIER EXPENSE 61.69 METROPOLITAN UTILITIES DIST MONTHLY SERVICE 2019-7.26 NAPA AUTO PARTS FUEL LINE, SULTOFF VALVE 14.84 MATRIX BUSINESS SYSTEMS COPIER EXPENSE 61.69 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-7.26 NADIAL PURICHONSTRUCTION, INC EAST LIFT STATION AND ROMORENT 14.460.0	FIRE & RESCUE (cont'd)		
SHARI LENTSCH REIMB FOR CONFERENCE 133.00 THE NEBRASKA MEDICAL CENTER MEDICAL. DIRECTOR. APR./UN 2019 10.0440.83 TR:-MUTUAL AID FIREFIGHTERS MEDICES. 019 10.0440.83 TR:-MUTUAL AID FIREFIGHTERS MEDICES. 019 10.040.83 TROY NAWROCKI REIMERS MEDICES. 019 10.040.83 TROY NAWROCKI REIMERS MEDICE. 2019.7-10 479.08 U.S. CELLULAR MONTHLY SERVICE. 2019.7-23 373.88 NON-DEPARTMENTAL/CONTRACTS CENTURY LINK MONTHLY SERVICE. 2019.7-23 373.88 LE0 A DALY COMPANY PROFESSIONAL CLAIMS MGT FEE 3.01.00 METRO AREA TRANSIT MAT SERVICE.JUB 2019 43,300.39 HERO AREA TRANSIT MAT SERVICE.JUB 2019 43,301.30 SARPY COUNTY COURT HOUSE ANIMAL CONTROL-SEPT 2019 13,133.40 COMMUNICATION TECHNOLOGY/COMMUNICATIONS FIRST WIRELESS, INC SUBCONTRACT REPAIR 950.00 GRAYBAR ELECTRIC SUBCONTRACT SUBCONTROL SERVICE 2019.7-122 COMMUNICATION TECHNOLOGIES COMMUNICATION SYSTEM ANALYZER 19,00.00 GRAYBAR ELECTRIC SUBCONTRACT REPAIR 950.00 METRO AREA TRANSIT MAT SERVICE 2019.7-122 54.23 CITY OF OMAHA SERVICES MONTHLY SERVICE 2019.7-122 54.23 CITY OF OMAHA SERVICE MONTRACT REPAIR 950.00 METRO AREA TRANSIT SUBCONTRACT REPAIR 950.00 METRO AREA TRANSIT MAT SERVICE 2019.7-122 54.23 CITY OF OMAHA SERVICE MONTHLY SERVICE 2019.7-23 83.39 EYMAN PLUMBING INSTALL PLOD GATE VALVE 13.700.00 MANEY SERVICES MONTHLY SERVICE 2019.7-23 83.39 EYMAN PLUMBING INSTALL PLOD GATE VALVE 14.44 MATRI BUSINESS SYSTEMS COPIER EXPENSE 61.66 MENARDS GFI RECEPTACLE, BOLT CUTTER 58.98 METROPOLITAN UTILITIES DIST MONTHLY SERVICE 2019.7-26 3.067.15 NEUVIRTH CONSTRUCTION, INC EAST LIFT STATION ABANDONMENT 1.466.00 OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE 2019.7-26 3.067.15 NEWVESTIAKE ACE HARDWARE FUE	-		0.00
THE NEBRASKA MEDICAL CENTER MEDICAL DIRECTOR NEARPY/IN 2019 10,040 83 TRI-MUTUAL AD FIREFIGHTERS MEMBERSHIP DUES-2019 150.00 TROY NAWROCKI REFIGHTERS MEMBERSHIP DUES-2019 150.00 TROY NAWROCKI REFIGHTERS MEMBERSHIP DUES-2019 150.00 TROY NAWROCKI REFIGHTERS MEMBERSHIP DUES-2019 150.00 U.S. CELLULAR MONTHLYS ERVICE-2019-7-10 479.08 US BANK VOYACER FLEET SYSTEMS FUEL FOR CITY VEHICLES 7,104.98 WALKERS UNIFORM RENTAL UNIFORM CLEANING 13.30 ZIRMED, INC MONTHLY SERVICE-2017-7-19 1,589.43 COX BUSINESS SERVICES MONTHLY SERVICE-2017-7-19 1,589.43 COX BUSINESS SERVICES MONTHLY SERVICE-2017-7-19 1,589.43 COX BUSINESS SERVICES MONTHLY SERVICE-2019-7-23 373.88 LEO A DALY COMPANY PROFESSIONAL SERVICES-LIBRARY STUDY 42,500.00 METRO AREA TRANSIT MAT SERVICE-1019, 1361.33.00 COMMUNICATION TECHNOLOGY/COMMUNICATIONS FIRST WIRELESS, INC SUBCONTRACT REPAIR 950.00 GRAYBAR ELECTRIC COMMUNICATIONS FIRST WRELESS, INC SUBCONTRACT REPAIR 950.00 COMMUNICATION TECHNOLOGIES COMMUNICATION PARTS 154.30 CITY OF OMAIA SERVICES MONTHLY SERVICE-2019-7-122 54.23 CITY OF OMAIA SERVICES MONTHLY SERVICE-2019-7-23 83.39 EVMAN PLUMBING INSTALL FLOD GATE VALVE 13,700.00 HAREY SHOE STORE SAFETY SHORE SAFETY SHORES LUBRING 1179.98 ENTARL ELECTRIC FUEL LINE, SHUTOFY VALVE 13,700.00 HAREY SHOE STORE SAFETY SHORES COPIER EXPRISE 4019-7-23 83.39 EVMAN PLUMBING INSTALL FLOD GATE VALVE 13,700.00 HAREY SHOE STORE SAFETY SHOES LUNDIN 179.98 IA SISS SERVICES MONTHLY SERVICE-2019-7-23 83.39 EVMAN PLUMBING INSTALL FLOD GATE VALVE 13,700.00 HAREY SHOE STORE SAFETY SHOES-LUNDIN 179.98 IA SISS SERVICES MONTHLY SERVICE-2019-7-23 83.39 EVMAN PLUMBING INSTALL FLOD GATE VALVE 13,700.00 HAREY SHOE STORE SAFETY SHOES LUNDIN 179.98 IA SISS SERVICES MONTHLY SERVICE-2019-7-23 83.39 EVMAN PLUMBING INSTALL FLOD GATE VALVE 13,700.00 HAREY SHOE STORE SAFETY SHOES LUNDIN 179.98 IA SISMAL ENGINE SERVICE FUEL LINE, SHUTOFY VALVE 14.44 MATRIX BUSINESS SYSTEMS COPIER EXPRISE 355.51 NAPA AUTO PARTS FUEL FUEL LINE, SHUTOFY VALVE 14.44 MATRIX BUSINESS SYSTEMS COPIER EXPRISE 355.11 NAPA AUTO			
TRI-MUTUAL ALD FIREPIGHTERS MEMBERSHIP DUES-2019 150.00 TROY NAWROCKI RELEFINERS MEMBERSHIP DUES-2019 10000 APPLICATION U.S. CELLULAR MONTHLY SERVICE-2019-7-10 479.08 U.S. CELLULAR MONTHLY SERVICE-2019-7-10 479.08 U.S. CELLULAR MONTHLY SERVICE-2019-7-10 479.08 WALKERS UNFORM RENTAL UNIFORM CLEANING 13.30 ZIRMED, INC MONTHLY SERVICE-2019-7-10 43.30 ZIRMED, INC MONTHLY SERVICE-2019-7-10 43.30 ZOLL MEDICAL CORPORATION MEDICAL SUPPLIES 924.00 43.300.38 NON-DEPARTMENTAL/CONTRACTS CENTURY LINK MONTHLY SERVICE-2019-7-23 373.88 LEO A DALY COMPANY PROFESSIONAL SERVICES-LIBRARY STUDY 42.500.00 METRO AREA TRANSIT MAT SERVICE-1019-7-23 373.88 LEO A DALY COMPANY PROFESSIONAL SERVICES-LIBRARY STUDY 42.500.00 METRO AREA TRANSIT MAT SERVICE-1019-7-23 373.88 LEO A DALY COMPANY PROFESSIONAL SERVICES-LIBRARY STUDY 42.500.00 METRO AREA TRANSIT MAT SERVICE-1019-7-12 54.30 COMMUNICATION TECHNOLOGY/COMMUNICATIONS FIRST WIRELESS, INC SUBCONTRACT REPAIR 950.00 FREEDOM COMMUNICATION TECHNOLOGIES COMMUNICATION PROFESSIONAL SERVICE-2019-7-122 54.23 CITY OF OMAHA SEWER FEES-APR 2019 454.013.97 COX BUSINESS SERVICES MONTHLY SERVICE-2019-7-122 54.23 CITY OF OMAHA SEWER FEES-APR 2019 454.013.97 COX BUSINESS SERVICES MONTHLY SERVICE-2019-7-23 83.39 EYMAN PLUMBING INSTALL FLOOD GATE VALVE 13.700.00 HANEY SHOE STORE SAFETY SHOS-LUNDIN 179.98 J & J SMALL ENGINE SERVICE FUEL LINE, SHUTOFF VALVE 14.84 MATRIX BUSINESS SERVICES MONTHLY SERVICE-2019-7-23 83.39 EYMAN PLUMBING INSTALL FLOOD GATE VALVE 14.84 MATRIX BUSINESS STREVE FUEL SAFETY SHORS-LUNDIN 179.98 J & J SMALL ENGINE SERVICE FUEL LINE, SHUTOFF VALVE 14.84 MATRIX BUSINESS STREMS COPIER EXERPSE 50.55.21 MAPA AUTO PARTS FUEL LINE, SHUTOFF VALVE 14.84 MATRIX BUSINESS STREMS COPIER EXERPSE 50.55.21 MAPA AUTO PARTS FUEL LINE, SHUTOFF VALVE 14.84 MATRIX BUSINESS STREMS COPIER EXERPSE 52.75.55.21 MAPA AUTO PARTS FUEL LINE, SHUTOFF VALVE 14.84 MATRIX BUSINESS STREMS FUEL FOR CITY ERRORES 27.59 MEUTRIPH CONSTRUCTION, INC EAST LIFT STATION AND FORCE MAIN 211.082.29 NEUVRIPH CONTRUCTION, INC EAST LIFT			
TROY NAWROCKIREIMBURGE FOR PARAMEDIC EXAM, APPLICATION10000U.S. CELLULARMONTHLY SERVICE-2019-7-10479.08U.S. CELLULARMONTHLY SERVICE-2019-7-10479.08U.S. CELLULARUNIFORM CLEANING13.30ZIAMED, INCMONTHLY PROFESSIONAL CLAIMS MGT FEE130.20ZOLL MEDICAL CORPORATIONMEDICAL SUPPLIES924.00ALKERS UNIFORM RENTALUNIFORM CLEANING13.30ZIAMED, INCMONTHLY SERVICE-2017-7-191.589.43COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-23373.88LEO A DALY COMPANYPROFESSIONAL.SERVICES-LIBRARY STUDY42,500.00METRO AREA TRANSITMAT SERVICE-1019.9167 MILES3911.00SARPY COUNTY COURT HOUSEANIMAL CONTROL-SEPT 201913.133.40FIRST WIRELESS, INCSUBCONTRACT REPAIR950.00FRRST WIRELESS, INCSUBCONTRACT REPAIR950.00GRAPARA RE LECTRICCOMMUNICATION SETTION ANALYZER19.900.00GRAYBAR ELECTRICCOMMUNICATION PARTS154.30ZI,004.30ZI,004.3021,004.30WASTEWATERCENTURY LINKMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019454.01.397COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019454.00.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINES SERVICEFUEL LINE, SHUTOFF VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J &			
APPLICATION APPLIC			
US BANK VOYAGER FLEET SYSTEMS FUEL FOR CITY VEHICLES 7,104.99 WALKERS UNFORM RENTAL UNIFORM CLEANING 13.30 ZIRMED, INC MONTHLY PROFESSIONAL CLAIMS MGT FEE 130.20 20 LL MEDICAL CORPORATION MEDICAL SUPPLIES 130.20 20 LOW ASSERVICES MONTHLY SERVICE-2017-7.19 1,589.43 COX BUSINESS SERVICES MONTHLY SERVICE-2019-7-23 373.88 LEO A DALY COMPANY PROFESSIONAL SERVICES-LIBRARY STUDY 42,500.00 METRO AREA TRANSIT MAT SERVICE-JUN 2019, 1987 MILES 3,811.00 SARPY COUNTY COURT HOUSE ANIMAL CONTROL-SEPT 2019 13,133.40 61,407.71 INFORMATION TECHNOLOGY/COMMUNICATIONS FIRST WIRELESS, INC SUBCONTRACT REPAIR 950.00 FREEDOM COMMUNICATION TECHNOLOGIES COMMUNICATION SYSTEM ANALYZER 19,900.00 GRAYBAR ELECTRIC SUBCONTRACT SUBCONTRACT SET 19,900.00 GRAYBAR ELECTRIC SUBCONTRACT SET 43.30 21,004.30 WASTEWATER CENTURY LINK MONTHLY SERVICE-2019-7-122 54.23 CITY OF OMAHA SEW FEES-APR 2019 454,013.97 COX BUSINESS SERVICES MONTHLY SERVICE-2019-7-122 54.23 CITY OF OMAHA SEW FEES-APR 2019 454,013.97 COX BUSINESS SERVICES MONTHLY SERVICE-2019-7-23 83.39 EYMAN PLUMBING INSTALL FLOOD GATE VALVE 13,700.00 HANEY SHOE STORE SAFETY SHOES-LUNDIN 179.98 J& J SMALL ENGINE SERVICE FUEL LINE, SHUTOFF VALVE 14.84 MATRIX BUSINESS SYSTEMS COPIER EXPENSE 61.69 MENARDS GFI RECEPTACLE, BOLT CUTTER 58.98 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-7-26 3,607.15 NAPA AUTO PARTS FUEL LINE SATION AND FORCE MAIN 211.002.29 OLSSON ASSOCIATES 36TH ST LIFT STATION AND FORCE MAIN 211.002.27 OLSSON ASSOCIATES 36TH ST LIFT STATION AND FORCE MAIN 211.002.29 OLSSON ASSOCIATES 36TH ST LIFT STATION AND FORCE MAIN 211.002.29 OLSSON ASSOCIATES 36TH ST LIFT STATION AND FORCE MAIN 211.002.29 OLSSON ASSOCIATES 36TH ST LIFT STATION AND FORCE MAIN 211.002.29 OLSSON ASSOCIATES 36TH ST LIFT STATION AND FORCE MAIN 211.002.29 OLSSON ASSOCIATES 36TH ST LIFT STATION AND FORCE MAIN 211.002.29 OLSSON ASSOCIATES 36TH ST LIFT STATION AND FORCE M			425.00
WALKERS UNIFORM RENTALUNIFORM CLEANING13.30ZIRMED, INCMONTHLY PROFESSIONAL CLAIMS MGT FEE130.20ZOLL MEDICAL CORPORATIONMEDICAL SUPPLIES924.00GON DEPARTMENTAL/CONTRACTS94.300.38CENTURY LINKMONTHLY SERVICE-2017-7-191,589.43CON BUSINESS SERVICESMONTHLY SERVICE-2019-7-23373.88LEO A DALY COMPANYPROFESSIONAL SERVICES-LIBRARY STUDY42,500.00METRO AREA TRANSITMAT SERVICE-JUN 2019, 1987 MILES3,811.00SARPY COUNTY COURT HOUSEANIMAL CONTROL-SEPT 201913,133.40FIRST WIRELESS, INCSUBCONTRACT REPAIR950.00FREEDOM COMMUNICATION TECHNOLOGIESCOMMUNICATION SYSTEM ANALYZER19,900.00GRAYBAR ELECTRICCOMMUNICATION PARTS154.30COT TURY LINKMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-ARR 2019454,013.07COK BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD CATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL BUSINESS SERVICESGFI RECEPTACLE, BULT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-7-2383.39METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-5-555.21NAPA AUTO PARTSGFI RECEPTACLE, BULT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-7-263,607.15USSON ASSOCIATESGFI RECEPTACLE, BOLT CUTTER58.92OLSSON ASSOCIATESGFI STLIFT STATION AND FO		MONTHLY SERVICE-2019-7-10	479.08
ZIRMED, INCMONTHLY PROFESSIONAL CLAIMS MGT FEE13.30ZOLL MEDICAL CORPORATIONMEDICAL SUPPLIES924.00A3.300.38MON-DEPARTMENTAL/CONTRACTS924.00CENTURY LINKMONTHLY SERVICE-2017-7-191,589.43COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-23373.88LEO A DALY COMPANYPROFESSIONAL SERVICES-LIBRARY STUDY42,500.00METRO AREA TRANSITMAT SERVICE-1012 031, 91967 MLES3,811.00SARPY COUNTY COURT HOUSEANIMAL CONTROL-SEPT 201913,133.40FIRST WIRELESS, INCSUBCONTRACT REPAIR950.00FREEDOM COMMUNICATION TECHNOLOGY/COMMUNICATION SYSTEM ANALYZER19,900.00GRAYBAR ELECTRICCOMMUNICATION PARTS154.30CENTURY LINKMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPRISE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS <td< td=""><td></td><td>FUEL FOR CITY VEHICLES</td><td>7,104.98</td></td<>		FUEL FOR CITY VEHICLES	7,104.98
ZOLL MEDICAL CORPORATIONMEDICAL SUPPLIES130.20NON-DEPARTMENTAL/CONTRACTS924.00CENTURY LINKMONTHLY SERVICE-2017-7-191,589,43COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-23373,88LEO A DALY COMPANYPROFESSIONAL SERVICES-LIBRARY STUDY42,500.00METRO AREA TRANSITMAT SERVICE-JUN 2019, 1987 MILES3,811.00SARPY COUNTY COURT HOUSEANIMAL CONTROL-SEPT 201913,133.4061,407.71INFORMATION TECHNOLOGY/COMMUNICATIONSFIRST WIRELESS, INCSUBCONTRACT REPAIR950.00GRAYBAR ELECTRICCONMUNICATION PARTS154.30COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HAREY SHOE STORESAFEY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUE LINE, SHUTOFF VALVE14.84MATINI BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-7-2636.407.15NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION ABADONMENT <td></td> <td></td> <td>13.30</td>			13.30
124.00NON-DEPARTMENTAL/CONTRACTSCENTURY LINKMONTHLY SERVICE-2017-7-191,589.43COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-23373.88LEO A DALY COMPANYPROFESSIONAL SERVICES-LIBRARY STUDY42,500.00METRO AREA TRANSITMAT SERVICE-JUN 2019, 1967 MILES3,811.00SARPY COUNTY COURT HOUSEANIMAL CONTROL-SEPT 201913,133.40FIRST WIRELESS, INCSUBCONTRACT REPAIR950.00FREEDMO COMMUNICATION TECHNOLOGIESCOMMUNICATION SYSTEM ANALYZER19,900.00GRAYBAR ELECTRICSUBCONTRACT REPAIR950.00WASTEWATERCENTURY LINKMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD CATE VALVE13,700.00HANRY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, SCINCECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US SANK VOYAGER FLEET SYSTEMSFUEL LINE, CONRECTORS, HOSE CLAMPS21,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1		MONTHLY PROFESSIONAL CLAIMS MGT FEE	130.20
NON-DEPARTMENTAL/CONTRACTSCENTURY LINKMONTHLY SERVICE-2017-7-191,589.43COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-23373.88LEO A DALY COMPANYPROFESSIONAL SERVICE-JUBRARY STUDY42,500.00METRO AREA TRANSITMAT SERVICE-JUN 2019, 1987 MILES3,811.00SARPY COUNTY COURT HOUSEANIMAL CONTROL-SEPT 201913,133.40FIRST WIRELESS, INCSUBCONTRACT REPAIR950.00FREEDOM COMMUNICATION TECHNOLOGYCOMMUNICATION SYSTEM ANALYZER19,900.00GRAYBAR ELECTRICSUBCONTRACT REPAIR950.00WASTEWATERCOMMUNICATION PARTS154.30CTIY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98MENARDSGFI RECEPTACLE, BOLT CUTTER58.98MENARDSGFI RECEPTACLE, BOLT CUTTER58.98MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION ABANDO	ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	924.00
CENTURY LINKMONTHLY SERVICE-2017-7.191,589.43COX BUSINESS SERVICESMONTHLY SERVICE-2019-7.23373.88LEO A DALY COMPANYPROFESSIONAL SERVICES-LIBRARY STUDY42,500.00METRO AREA TRANSITMAT SERVICE-JUN 2019, 1987 MILES3,811.00SARPY COUNTY COURT HOUSEANIMAL CONTROL-SEPT 201913,133.40INFORMATION TECHNOLOGY/COMMUNICATIONS61,407.7161,407.71INFORMATION TECHNOLOGY/COMMUNICATIONSSUBCONTRACT REPAIR950.00FIRST WIRELESS, INCSUBCONTRACT REPAIR950.00GRAYBAR ELECTRICCOMMUNICATION PARTS19,900.00CRAYBAR ELECTRICCOMMUNICATION PARTS154.30VASTEWATERSEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOFIER EXPENSE61.69METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, SOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, SUTOR AND FORCE MAIN211,082.29OLSSON ASSOCIATESGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019			43,300.38
COX BUSINESS SERVICES MONTHLY SERVICE-2019-7-23 373.88 LEO A DALY COMPANY PROFESSIONAL SERVICES-LIBRARY STUDY 42,500.00 METRO AREA TRANSIT MAT SERVICE-JUN 2019, 1987 MILES 3,811.00 SARPY COUNTY COURT HOUSE ANIMAL CONTROL-SEPT 2019 13,133.40 61,407.71 INFORMATION TECHNOLOGY/COMMUNICATIONS FIRST WIRELESS, INC SUBCONTRACT REPAIR 950.00 FREEDOM COMMUNICATION TECHNOLOGIES COMMUNICATION SYSTEM ANALYZER 19,900.00 GRAYBAR ELECTRIC COMMUNICATION PARTS 154.30 Z1,004.30 WASTEWATER CENTURY LINK MONTHLY SERVICE-2019-7-122 54.23 CITY OF OMAHA SEWER FEES-APR 2019 454,013.97 COX BUSINESS SERVICES MONTHLY SERVICE-2019-7-23 83.39 EYMAN PLUMBING INSTALL FLOOD GATE VALVE 13,700.00 HANEY SHOE STORE SAFETY SHOES-LUNDIN 179.98 J & J SMALL ENGINE SERVICE FUEL LINE, SHUTOFF VALVE 14.84 MATRIX BUSINESS SYSTEMS COPIER EXPENSE 61.69 MENARDS GFI RECEPTACLE, BOLT CUTTER 58.98 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-8-5 55.21 NAPA AUTO PARTS FUEL LINE, SHUTOFF VALVE 14.84 MATRIX BUSINESS SYSTEMS COPIER EXPENSE 51.21 NAPA AUTO PARTS FUEL LINE, CONNECTORS, HOSE CLAMPS 27.59 NEUVIRTH CONSTRUCTION, INC EAST LIFT STATION AND FORCE MAIN 211.082.29 OLSSON ASSOCIATES 36TH ST LIFT STATION ADA DFORCE MAIN 211.082.29 OLSSON ASSOCIATES 52.36TH ST LIFT STATION ADA DFORCE MAIN 211.082.29 OLSSON ASSOCIATES 75TEMS FUEL LINE, SERVICE-2019-7-26 3,607.15 US BANK VOYAGER FLEET SYSTEMS FUEL FOR CITY VEHICLES 1,873.68 UTILITY EQUIPMENT COMPANY GREEN MARKING PAINT, SEWER PARTS 293.40 WESTLAKE ACE HARDWARE FUEL HOSE, HOSE ADAPTER 47.54	NON-DEPARTMENTAL/CONTRACTS		
COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-23373.88LE0 A DALY COMPANYPROFESSIONAL SERVICES-LIBRARY STUDY42,500.00METRO AREA TRANSITMAT SERVICE-JUN 2019, 1987 MILES3,811.00SARPY COUNTY COURT HOUSEANIMAL CONTROL-SEPT 201913,133.40 <b>INFORMATION TECHNOLOGY/COMMUNICATIONS</b> 61,407.71 <b>INFORMATION TECHNOLOGY/COMMUNICATIONS</b> 950.00FIRST WIRELESS, INCSUBCONTRACT REPAIR950.00GRAYBAR ELECTRICCOMMUNICATION SYSTEM ANALYZER19,900.00GRAYBAR ELECTRICCOMMUNICATION PARTS154.30 <b>VASTEWATER</b> CENTURY LINKMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION ABADOMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	CENTURY LINK	MONTHLY SERVICE-2017-7-19	1.589.43
LEO A DALY COMPANY METRO AREA TRANSITPROFESSIONAL SERVICES-LIBRARY STUDY MAT SERVICE-JUN 2019, 1987 MILES 3,811.0042,500.00MAT SERVICE-JUN 2019, 1987 MILES ANIMAL CONTROL-SEPT 20193,811.00SARPY COUNTY COURT HOUSEANIMAL CONTROL-SEPT 2019INFORMATION TECHNOLOGY/COMMUNICATIONS61,407.71FIRST WIRELESS, INC FREEDOM COMMUNICATION TECHNOLOGIES GRAYBAR ELECTRICSUBCONTRACT REPAIR COMMUNICATION PARTSVASTEWATER CENTURY LINK CITY OF OMAHASEWER FEES-APR 2019COX BUSINESS SERVICES SUBSCINESS SERVICES MONTHLY SERVICE-2019-7-12254.23 83.39EYMAN PLUMBING I INSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORE MATRIX BUSINESS SYSTEMS METROPOLITAN UTILITIES DIST NAPA AUTO PARTS179.98 86.98 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-8-5 S5.21 MAPA AUTO PARTS11.00MATRIX BUSINESS SYSTEMS MOTHLY SERVICE-2019-8-5 S5.21 NAPA AUTO PARTS61.69 90 18.15 MONTHLY SERVICE-2019-8-5 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-8-5 MEUVIRTH CONSTRUCTION, INC EAST LIFT STATION AND FORCE MAIN MATRIX BUSINESS 336TH ST LIFT STATION AND FORCE MAIN MATRIX SERVICES MAPA AUTO PARTS MEUVIRTH CONSTRUCTION, INC MEAST LIFT STATION ABANDONMENT MAPA AUTO PARTS MEUVIRTH CONSTRUCTION, INC MEAST LIFT STATION AND FORCE MAIN MATRIX SERVICE-2019-7-26 MONTHLY SERVICE-2	COX BUSINESS SERVICES		
METRO AREA TRANSIT SARPY COUNTY COURT HOUSEMAT SERVICE-JUN 2019, 1987 MILES ANIMAL CONTROL-SEPT 20193,811.00INFORMATION TECHNOLOGY/COMMUNICATIONS13,133.40FIRST WIRELESS, INC FREEDOM COMMUNICATION TECHNOLOGIES GRAYBAR ELECTRICSUBCONTRACT REPAIR COMMUNICATION PARTS950.00WASTEWATER CENTURY LINKSUBCONTRACT REPAIR COMMUNICATION PARTS950.00WASTEWATER CON DUAHACOMMUNICATION PARTS154.3021,004.3021,004.30WASTEWATER COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019 SINSINESS SERVICES454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBING HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMS METROPOLITAN UTILITIES DIST NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN SAFETY SHOES CLAMPS21,008.29METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-8-555.2136TH ST LIFT STATION ABADNONMENT 1,460.0021,008.29OLSSON ASSOCIATES US BANK VOYAGER FLEET SYSTEMS FUEL FOR CITY VEHICLES18,87.68211,082.29OLSSON ASSOCIATES US BANK VOYAGER FLEET SYSTEMS FUEL FOR CITY VEHICLES18,87.68211,082.29UTILITY EQUIPMENT COMPANY WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER293.40	LEO A DALY COMPANY	PROFESSIONAL SERVICES-LIBRARY STUDY	
SARPY COUNTY COURT HOUSEANIMAL CONTROL-SEPT 201913,133.40INFORMATION TECHNOLOGY/COMMUNICATIONS61,407.71INFORMATION TECHNOLOGY/COMMUNICATIONSSUBCONTRACT REPAIR950.00FREEDOM COMMUNICATION TECHNOLOGIESCOMMUNICATION SYSTEM ANALYZER19,900.00GRAYBAR ELECTRICCOMMUNICATION PARTS154.3021,004.30WASTEWATERCENTURY LINKMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION AND ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	METRO AREA TRANSIT		
61,407.71INFORMATION TECHNOLOGY/COMMUNICATIONSFIRST WIRELESS, INCSUBCONTRACT REPAIRFREEDOM COMMUNICATION TECHNOLOGIESCOMMUNICATION SYSTEM ANALYZERGRAYBAR ELECTRICCOMMUNICATION PARTSUSSTEWATERCENTURY LINKMONTHLY SERVICE-2019-7-122CATY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-23B3.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVEHANEY SHOE STORESAFETY SHOES-LUNDINJ & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSEMETROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-5NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPSNEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATESOLSSON ASSOCIATES36TH ST LIFT STATION AND FORCE MAIN0MAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-26MARNA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-26MARING PAINT, SEWER FLEET SYSTEMSFUEL FOR CITY VEHICLESUTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER	SARPY COUNTY COURT HOUSE		
FIRST WIRELESS, INCSUBCONTRACT REPAIR950.00FREEDOM COMMUNICATION TECHNOLOGIESCOMMUNICATION SYSTEM ANALYZER19,900.00GRAYBAR ELECTRICCOMMUNICATION PARTS154.30 <b>WASTEWATER</b> CENTURY LINKMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION AND FORCE MAIN1460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54		-	
FIRST WIRELESS, INCSUBCONTRACT REPAIR950.00FREEDOM COMMUNICATION TECHNOLOGIESCOMMUNICATION SYSTEM ANALYZER19,900.00GRAYBAR ELECTRICCOMMUNICATION PARTS154.30 <b>WASTEWATER</b> CENTURY LINKMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION AND FORCE MAIN1460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54			
FREEDOM COMMUNICATION TECHNOLOGIES GRAYBAR ELECTRICCOMMUNICATION SYSTEM ANALYZER COMMUNICATION PARTS19,900.00 154.30WASTEWATERCENTURY LINK CITY OF OMAHAMONTHLY SERVICE-2019-7-12254.23 54.23CITY OF OMAHASEWER FEES-APR 2019454,013.97 454,013.97COX BUSINESS SERVICES COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39 83.39EYMAN PLUMBING HANEY SHOE STOREINSTALL FLOOD GATE VALVE13,700.00 179.98J & J SMALL ENGINE SERVICE MONTHLY SERVICE-2019-7-2361.69METROPOLITAN UTILITIES DIST NAPA AUTO PARTSGFI RECEPTACLE, BOLT CUTTER FUEL LINE, SHUTOFF VALVE58.98 16.169METROPOLITAN UTILITIES DIST NAPA AUTO PARTSMONTHLY SERVICE-2019-8-555.21 17.59NEUVIRTH CONSTRUCTION, INC OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-7-263,607.15 3,607.1536TH ST LIFT STATION ABANDONMENT 1,460.00 0MAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-7-263,607.15 3,607.15US BANK VOYAGER FLEET SYSTEMS FUEL FOR CITY VEHICLES1,873.68 293.40 WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54		5	
GRAYBAR ELECTRICCOMMUNICATION PARTS154.30WASTEWATER21,004.30CENTURY LINKMONTHLY SERVICE-2019-7-122CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-23BYMAN PLUMBINGINSTALL FLOOD GATE VALVEHANEY SHOE STORESAFETY SHOES-LUNDINJ& J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVEMARTIX BUSINESS SYSTEMSCOPIER EXPENSEMETROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-5NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPSNAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPSOLSSON ASSOCIATES36TH ST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATESOLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLESUTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTSVESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54		SUBCONTRACT REPAIR	950.00
ISF.3015F.30WASTEWATERCENTURY LINKMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54		COMMUNICATION SYSTEM ANALYZER	19,900.00
WASTEWATERCENTURY LINKMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	GRAYBAR ELECTRIC	COMMUNICATION PARTS	154.30
CENTURY LINKMONTHLY SERVICE-2019-7-12254.23CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54		-	21,004.30
CITY OF OMAHASHARMAR BURNARE 2019 / 12234.23CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	WASTEWATER		
CITY OF OMAHASEWER FEES-APR 2019454,013.97COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	CENTURY LINK	MONTHLY SERVICE-2019-7-122	54 23
COX BUSINESS SERVICESMONTHLY SERVICE-2019-7-2383.39EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	CITY OF OMAHA		
EYMAN PLUMBINGINSTALL FLOOD GATE VALVE13,700.00HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	COX BUSINESS SERVICES	MONTHLY SERVICE-2019-7-23	
HANEY SHOE STORESAFETY SHOES-LUNDIN179.98J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	EYMAN PLUMBING		
J & J SMALL ENGINE SERVICEFUEL LINE, SHUTOFF VALVE14.84MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	HANEY SHOE STORE	SAFETY SHOES-LUNDIN	
MATRIX BUSINESS SYSTEMSCOPIER EXPENSE61.69MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	J & J SMALL ENGINE SERVICE	FUEL LINE, SHUTOFF VALVE	
MENARDSGFI RECEPTACLE, BOLT CUTTER58.98METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	
METROPOLITAN UTILITIES DISTMONTHLY SERVICE-2019-8-555.21NAPA AUTO PARTSFUEL LINE, CONNECTORS, HOSE CLAMPS27.59NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	MENARDS	GFI RECEPTACLE, BOLT CUTTER	
NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-8-5	
NEUVIRTH CONSTRUCTION, INCEAST LIFT STATION AND FORCE MAIN211,082.29OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	NAPA AUTO PARTS	FUEL LINE, CONNECTORS, HOSE CLAMPS	27.59
OLSSON ASSOCIATES36TH ST LIFT STATION ABANDONMENT1,460.00OMAHA PUBLIC POWER DISTRICTMONTHLY SERVICE-2019-7-263,607.15US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	NEUVIRTH CONSTRUCTION, INC	EAST LIFT STATION AND FORCE MAIN	
US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	OLSSON ASSOCIATES	36TH ST LIFT STATION ABANDONMENT	
US BANK VOYAGER FLEET SYSTEMSFUEL FOR CITY VEHICLES1,873.68UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-7-26	
UTILITY EQUIPMENT COMPANYGREEN MARKING PAINT, SEWER PARTS293.40WESTLAKE ACE HARDWAREFUEL HOSE, HOSE ADAPTER47.54	US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	
	UTILITY EQUIPMENT COMPANY	GREEN MARKING PAINT, SEWER PARTS	
686,613.94	WESTLAKE ACE HARDWARE	FUEL HOSE, HOSE ADAPTER	47.54
		=	686,613.94

## **CLAIMS FOR AUGUST 20, 2019**

COMMUNITY BETTERMENT		
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-7-26	100.35
		100.35
COMMUNITY DEVELOPMENT		
BELLEVUE JR SPORTS ASSOCIATION	BJSA SCHOOL PROGRAM	1,060.00
HEARTLAND FAMILY SERVICE	HFS HOUSING NAVIGATOR	6,748.64
		7,808.64
FEDERAL FORFEITURES DIGITAL INTELLIGENCE, INC	SERVER SOFTWARE FOR FORENSICS AND	100,000.00
	STORAGE	
VERIZON WIRELESS	MONTHLY SERVICE	341.37
VIRTRA SYSTEMS, INC	SERVICE AGREEMENT 9/2019-9/2020	12,520.50
		\$ 112,861.87
	TOTAL CLAIMS FOR AUG 20, 2019	\$ 2,206,649.41
	TOTAL PAYROLL FOR AUG 9, 2019	\$ 1,143,060.31



## MEMORANDUM

**TO:** All Council Members

**FROM:** Mayor Rusty Hike

DATE: August 8<sup>th</sup>, 2019

SUBJECT: Appointment to the Hard Surface Parking Committee

Please consider the following Council Person for appointment to the Hard Surface Parking Committee.

Kathy Welch 2009 Fairview St Bellevue, NE 68005 402-598-7895

## City of Bellevue

### PLANNING COMMISSION RECOMMENDATION

**APPLICANT:** 

City of Bellevue

CITY COUNCIL HEARING DATE: August 20, 2019

**REQUEST:** 

to annex Sanitary and Improvement District #171, Tregaron

On July 25, 2019, the City of Bellevue Planning Commission voted five yes, zero no, zero abstained, and four absent to recommend:

*APPROVAL* of the annexation request based upon compatibility with the surrounding neighborhood, lack of perceived negative impact, and conformance with the Zoning Ordinance and Comprehensive Plan.

### **VOTE:**

Yes:	Five	No:	Zero	Abstain:	Zero	Absent:	Four
	Casey						Aerni
	Cain						Perrin
	Jacobson						Smith
	Ackley						Cutsforth
	Ritz						

Planning Commission Hearing (s) was held on: July 25, 2019

City of Bellevue

To:Mayor Hike<br/>City Council<br/>City Administrator Jim RistowFrom:Chris Shewchuk, Planning Director ↓↓↓Date:July 30, 2019Subject:City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following seven Sanitary and Improvement Districts into the city limits:

SID #171TregaronSID #177Fox Ridge EstatesSID #182370 PointeSID #183Pilgrims LandingSID #186Oakhurst/Oakridge EastSID #197Heartland HillsSID #265Williamsburg

In addition to these SIDs, we are also proposing the annexation of an additional nine parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Maps of the SID boundaries and the nine additional lots are attached to this report.

### FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The seven SIDs proposed for annexation have an assessed valuation for 2019 of \$329,246,687 which will generate \$2,008,980 of property tax revenue for the City. The SIDs also currently have \$2,495,412 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$12,740,000 in outstanding bonded indebtedness and \$146,312 in construction fund warrants. Annual debt payments for the bonded indebtedness are \$1,151,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual

debt service payments. The construction fund warrants are short term, higher interest debt and are expected to be paid almost immediately after annexation. Annual tax revenue after debt service payments is expected to be \$857,405 prior to accounting for how the cash and investments are utilized. The nine unincorporated lots will add another \$750,042 of valuation and \$4,575 of tax revenue to the annexation package. A chart showing figures for the individual SIDs is attached for your review.

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

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

### **DEMOGRAPHICS**

The areas proposed for annexation consist of 1,209 parcels and 1,663 dwelling units, including apartments. The population estimate of 4,357 is based upon the 2010 Census average household size of 2.62 persons per dwelling unit.

### DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Below is a summary of those comments; full responses are attached to this report.

<u>Parks Department</u>—30 acres of parks and open space, trails and tree maintenance, three playgrounds,  $\frac{1}{2}$  acre pond; need for two additional full-time staff and two Hustler Z104 riding lawn mowers (estimated cost is \$21,000 per lawn mower)

<u>Human Resources/Human Services</u>—additional fuel cost of \$5,500 for increased transportation services; high impact on transportation services from SID 171 due to senior living facility; equipment and personnel needs difficult to determine until full demand for services is seen; depending upon demand, transportation service routes may have to be adjusted in order to not add an additional route

<u>Wastewater</u>—most sanitary infrastructure is in satisfactory condition requiring minimal repairs upon annexation, however there is a trunk line in SID 171 which will need substantive repairs/rehabilitation; intense cleaning and inspection will take about eight months and create a backlog for the existing scheduled work load; need for two additional full-time employees and maintenance equipment (estimated at \$250,000); estimated annual revenue is approximately \$903,000; approximately 60-65% of revenue is paid to City of Omaha for wastewater treatment, remaining revenue will allow department to absorb additional expenses <u>City Clerk</u>—some additional revenue from liquor licenses and tobacco licenses; minimal additional expenses or employee time requirements

<u>Library</u>—loss of revenue due to current paid members coming into the city; increase in material costs (estimated 1,000 new members @ \$4 per member = \$4,000); many current programs are at capacity; additional memberships would result in need for additional staff; building size is a consideration with the need to house a collection to meet the needs of a larger membership audience and a lack of meeting room/programming space

<u>Street Department</u>—additional 35.02 lane miles to maintain; increase in State Highway Allocation funding of \$295,145.756; annual street lighting cost \$82,535.16; three additional full-time personnel (\$150,000); increase in operational expenses (\$163,000); capital expenses (three trucks \$641,000); short- and long-term capital considerations: curb ramps in Oakhurst/Oakridge East, Heartland Hills pavement deterioration and other repairs, design and engineering for widening and reconstruction of 25<sup>th</sup> Street from Lynnwood Drive to Fairview Road, bridge inspections on Maass Road (370 Pointe)

<u>Fleet Maintenance</u> expressed concerns regarding the need to expand the Fleet Maintenance Facility which was built to be sufficient through 2015, but did not account for the extreme load of a paid Fire Department and current annexation plans; Fabrication Department has moved into the facility due to flooding; more work may need to be outsourced at a 100 - 200% increase in price and more down time

<u>Police</u>—analyzed calls for service for <u>all</u> SIDs currently under consideration for annexation; data showed a potential increase of 7% in calls for service; to maintain current service levels, the addition of seven sworn officers, one non-sworn code officer, and three vehicles would be necessary; the SIDs in this annexation proposal represent approximately 52% of the potential increase in calls for service, therefore an additional four personnel and two or three vehicles would be necessary as a result of this annexation

### AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, fire response (although many areas are currently served by the Bellevue Fire Department through the Eastern Sarpy Fire District), wastewater service, trash removal, free library cards, and specialized transportation services.

### Property taxes

The overall property tax levy will decrease for most new residents of the City as shown in the chart below, only SID #183 would show a slight increase in property taxes (based upon current levy amounts). In determining future taxes, the levies for the SID and the fire districts were removed and replaced with the City tax levy. SID #182 is higher than the others because it is in the Papillion-LaVista School district. SID #186 is split between the Eastern Sarpy and Papillion Fire Districts accounting for the difference in the current levy shown below; this difference will be eliminated with the annexation.

SID #		Current Levy	In-City Levy	Change in Levy	Tax change per \$100,000
171	Ci ()	2.274010	2.198227	-0.075783	(\$75.78)
177		2.702219	2.198227	-0.503992	(\$503.99)
182		2.774194	2.378485	-0.395709	(\$395.71)
183		2.164010	2.198227	0.034217	\$34.22
186	PFD	2.263963	2.198227	-0.065736	(\$65.74)
186	ESFD	2.314010	2.198227	-0.115783	(\$115.78)
197		2.381165	2.198227	-0.182938	(\$182.94)
265		2.434008	2.198227	-0.235781	(\$235.78)

The unincorporated areas will have a more significant increase in their property tax rates since they are not currently paying a SID tax. Four of the parcels are not taxed as they are City or school property; the tax rate will change from 1.77401 to 2.198227—an increase of 0.424217 or \$424.22 per \$100,000 of valuation—on four of the remaining parcels, and the final parcel will see a levy change from 1.723963 to 2.198227—an increase of 0.474264 or \$474.26 per \$100,000. (This final parcel is only valued at \$525.)

Property tax changes will be effective for taxes assessed in 2020 and due in 2021.

### Sales Taxes

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

### Trash pick-up

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

### School Districts

The annexation has no effect on school district boundaries.

### Planning, Zoning, Building Permits

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

### Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$15.44. Non-residents pay the City of Omaha minimum fee of \$35.28, new residents will see a monthly savings of approximately \$20.

Other

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

### PLANNING DEPARTMENT RECOMMENDATION

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

### PLANNING COMMISSION RECOMMENDATION

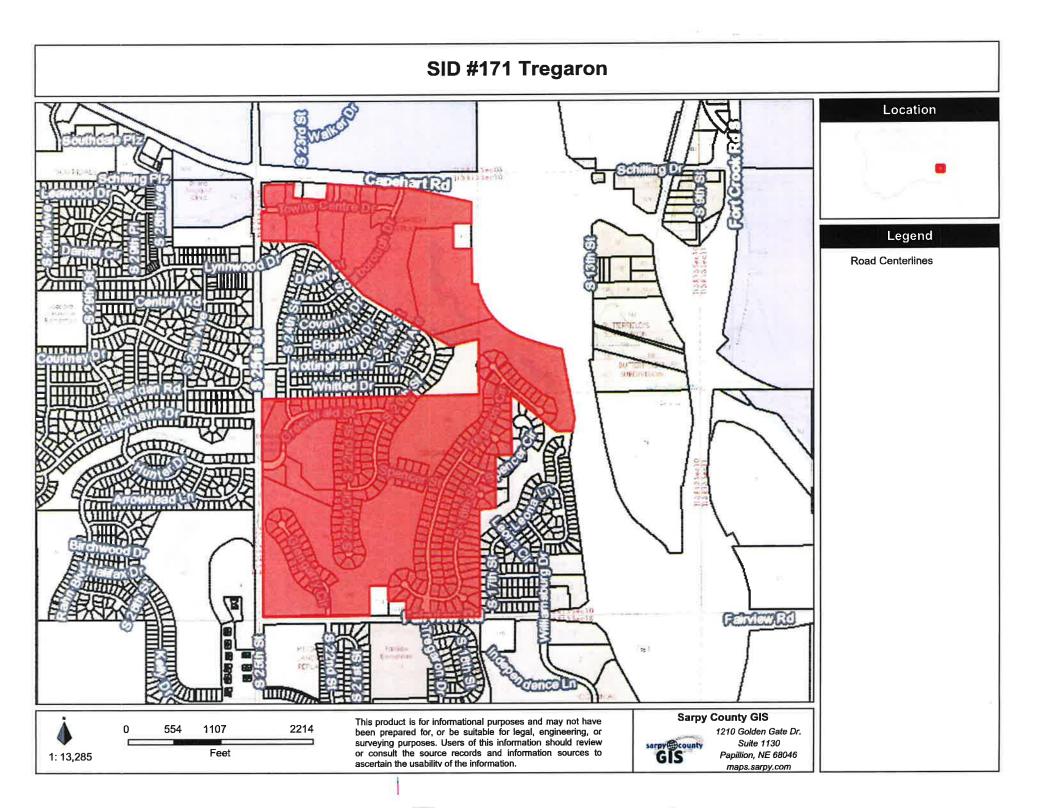
The Planning Commission recommended approval of the annexation package based upon compatibility with surrounding neighborhoods, positive financial impact on the City, and natural growth and development of the City.

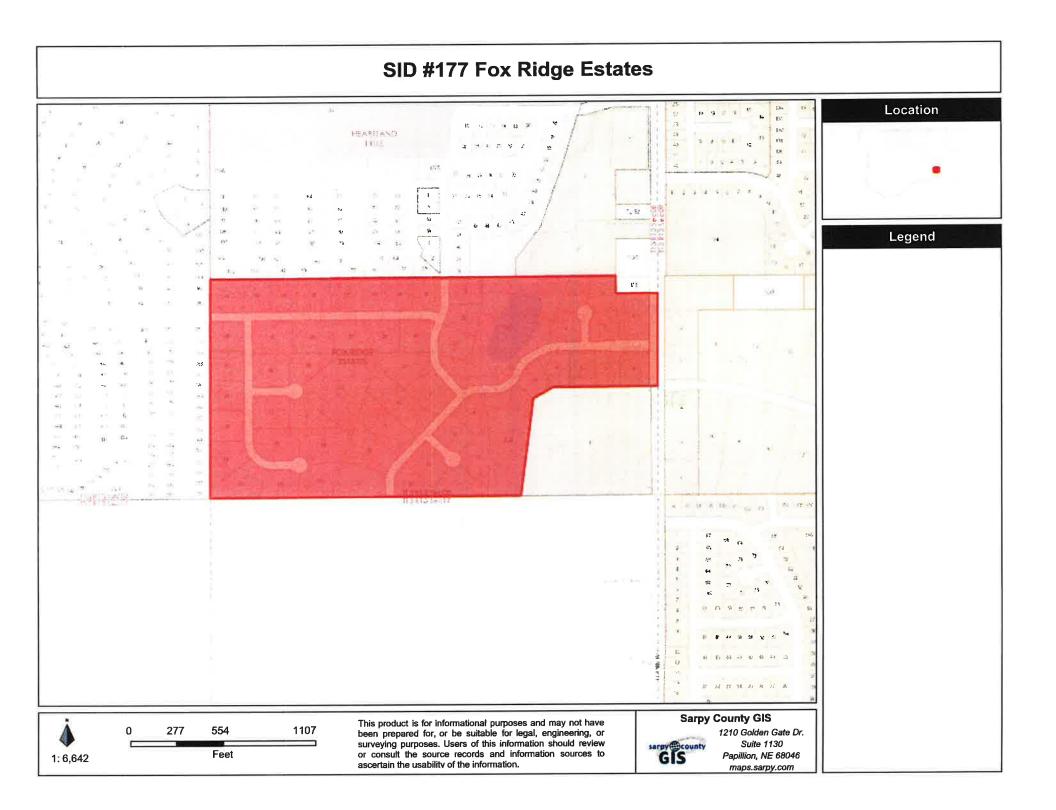
SID #	SID NAME	BONDED DEBT(a)	GENERAL FUND WARRANTS(b)	ANNUAL DEBT	2019 VALUATION	CITY TAX REVENUE(c)	TAX REVENUE MINUS DEBT SERVICE	CASH AND INVESTMENTS(d)
171	Tregaron	\$4,715,000	\$24,310	\$371,000	\$112,613,844	\$686,944	\$315,944	\$560,199
177	Fox Ridge Estates	\$1,815,000	\$0	\$120,000	\$19,375,596	\$118,191	(\$1,809)	\$303,696
182	370 Pointe	\$655,000	\$0	\$50,000	\$9,333,684	\$56,935	\$6,935	\$215,764
183	Pilgrim's Landing	\$1,080,000	\$0	\$150,000	\$52,694,395	\$321,436	\$171,436	\$325,490
186	Oakhurst/Oakridge East	\$1,050,000	\$36,555	\$145,000	\$56,979,733	\$347,576	\$202,576	\$232,824
197	Heartland Hills	\$1,215,000	\$85,447	\$140,000	\$33,103,109	\$201,929	\$61,929	\$293,440
265	Williamsburg	\$2,210,000	\$0	\$175,000	\$45,146,326	\$275,393	\$100,393	\$563,999
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,246,687	\$2,008,405	\$857,405	\$2,495,412
	Unincorporated lots	\$0	\$0	\$0	\$750,042	\$4,575	\$4,575	\$0
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,996,729	\$2,012,980	\$861,980	\$2,495,412

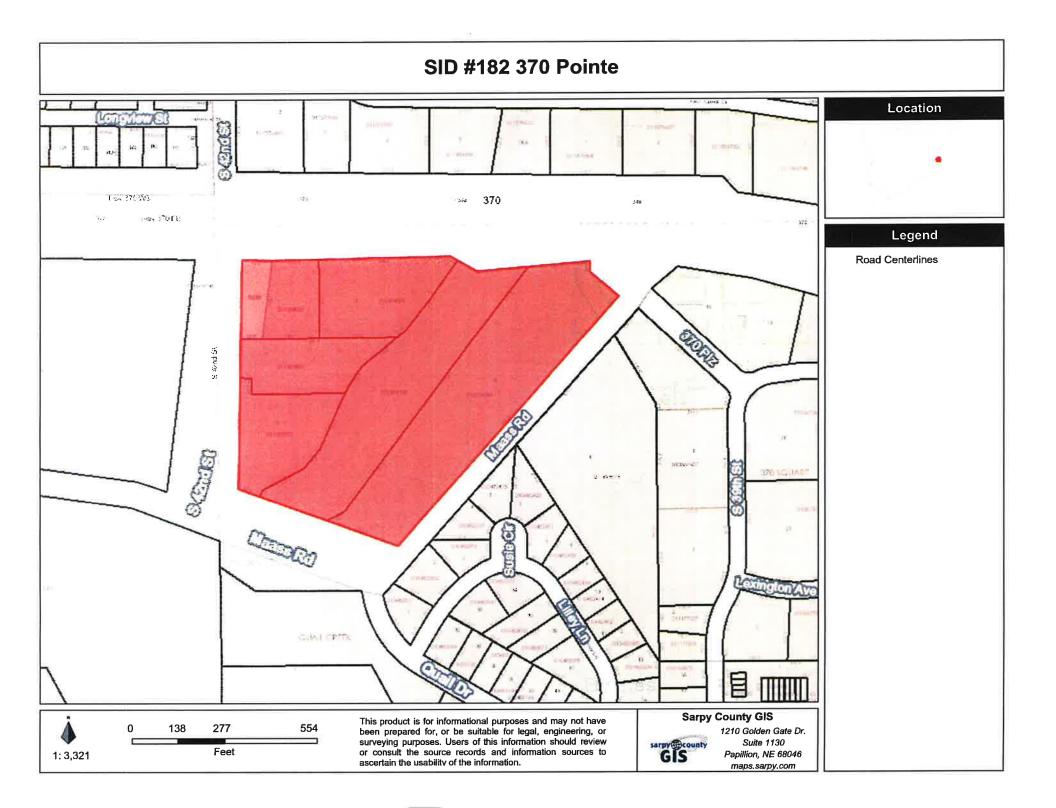
NOTES:

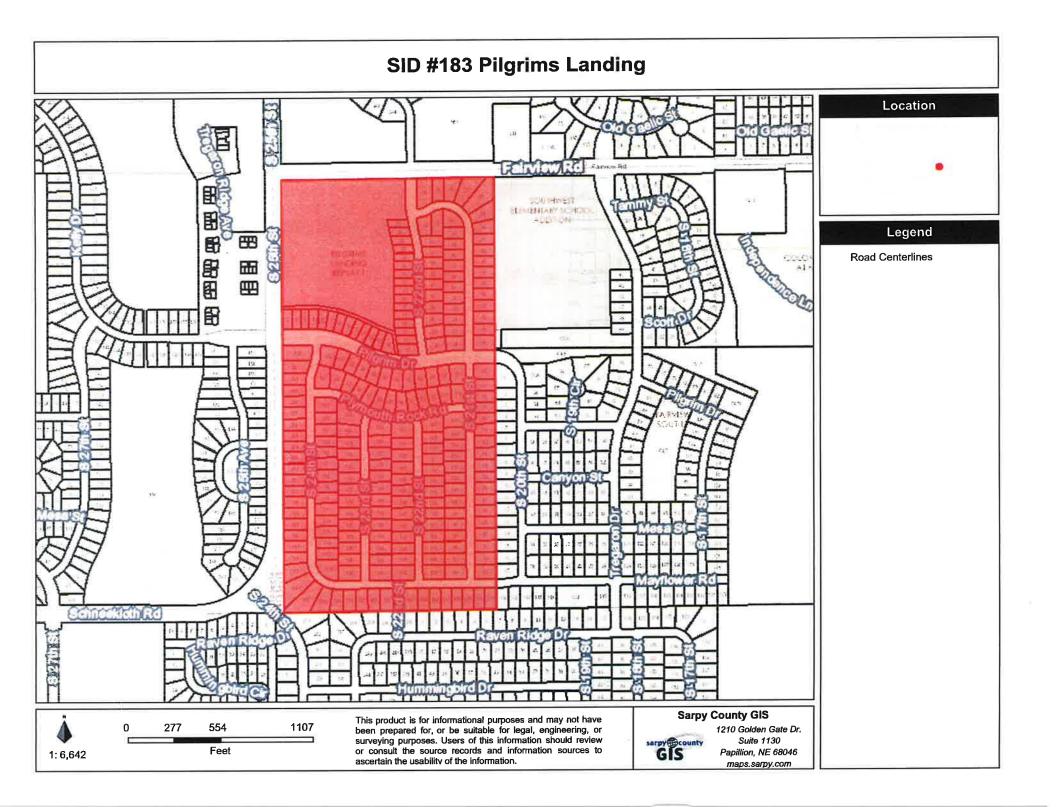
(a) As of July 1, 2019

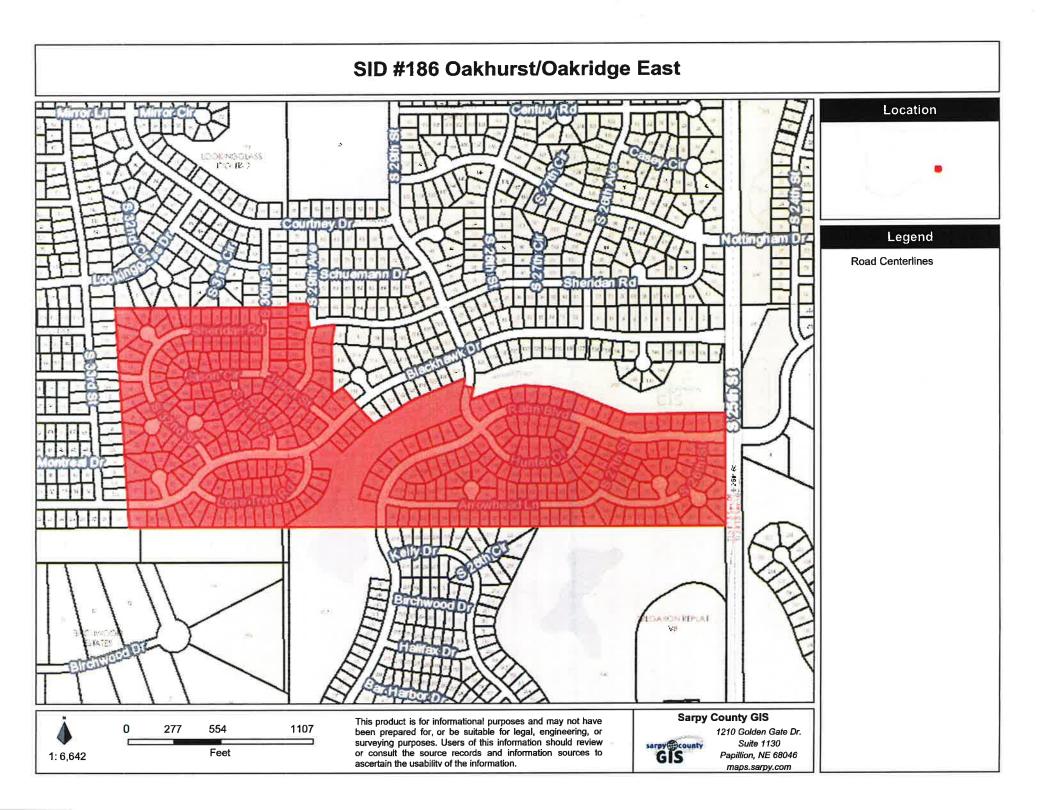
(b) As of June 30, 2018, the last audit date
(c) Based on current levy of 0.61
(d) As of June 30, 2019

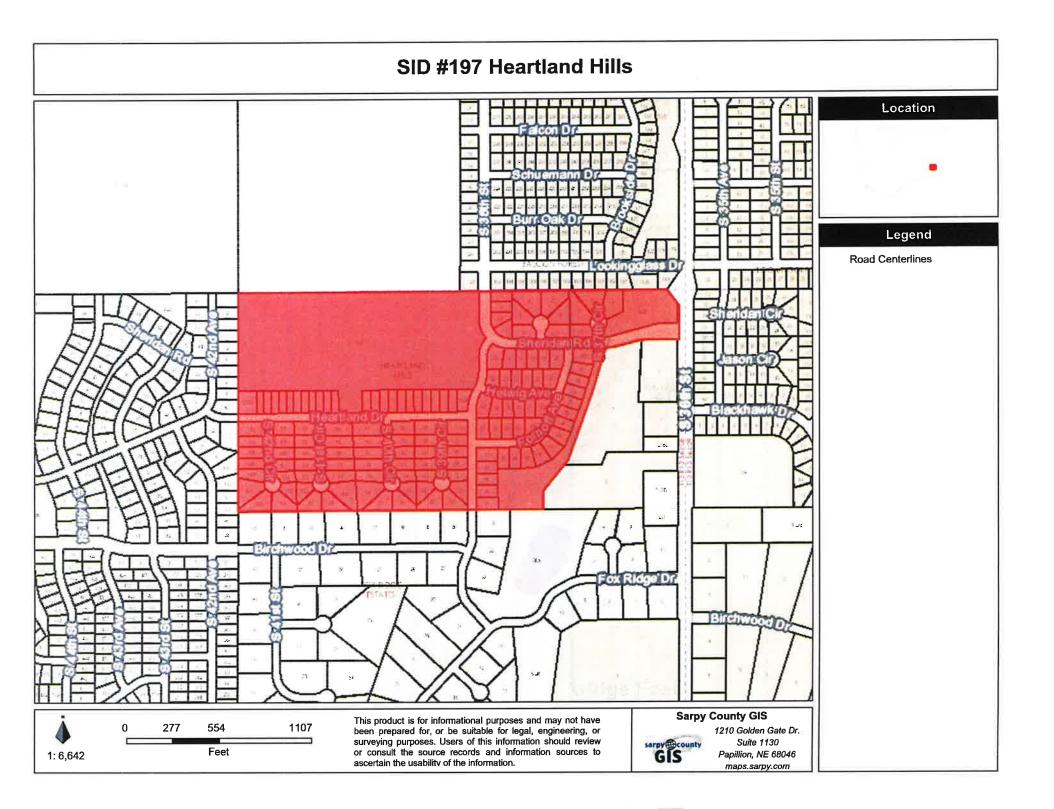


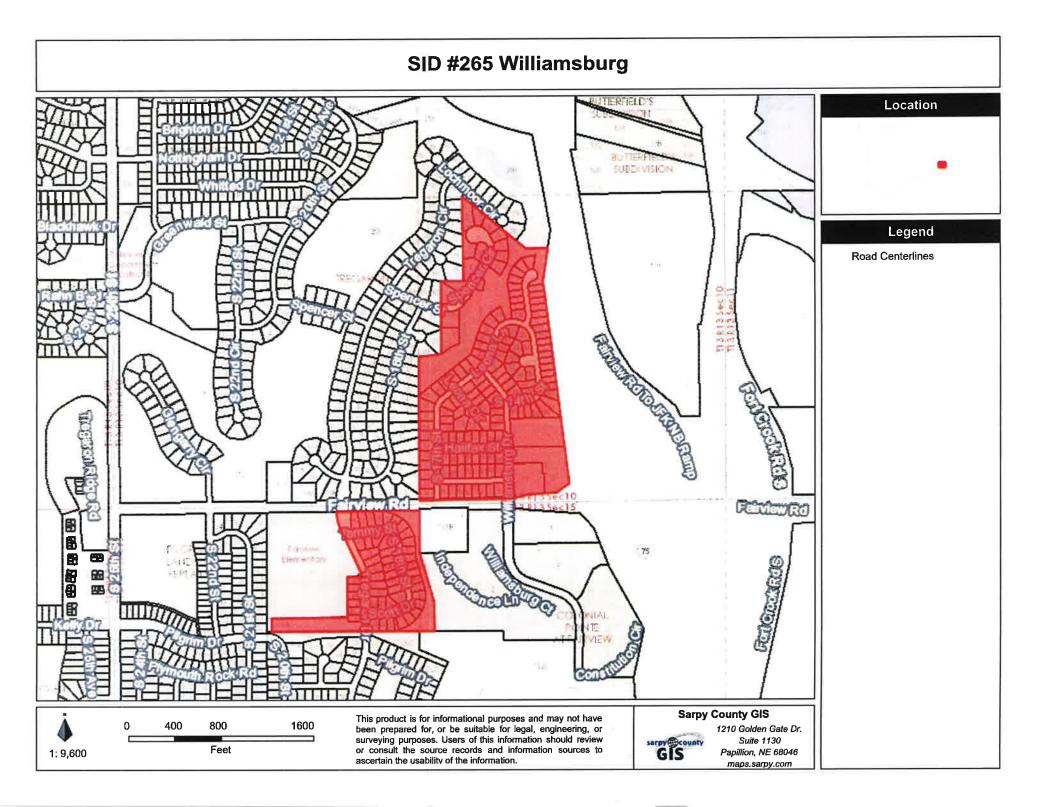


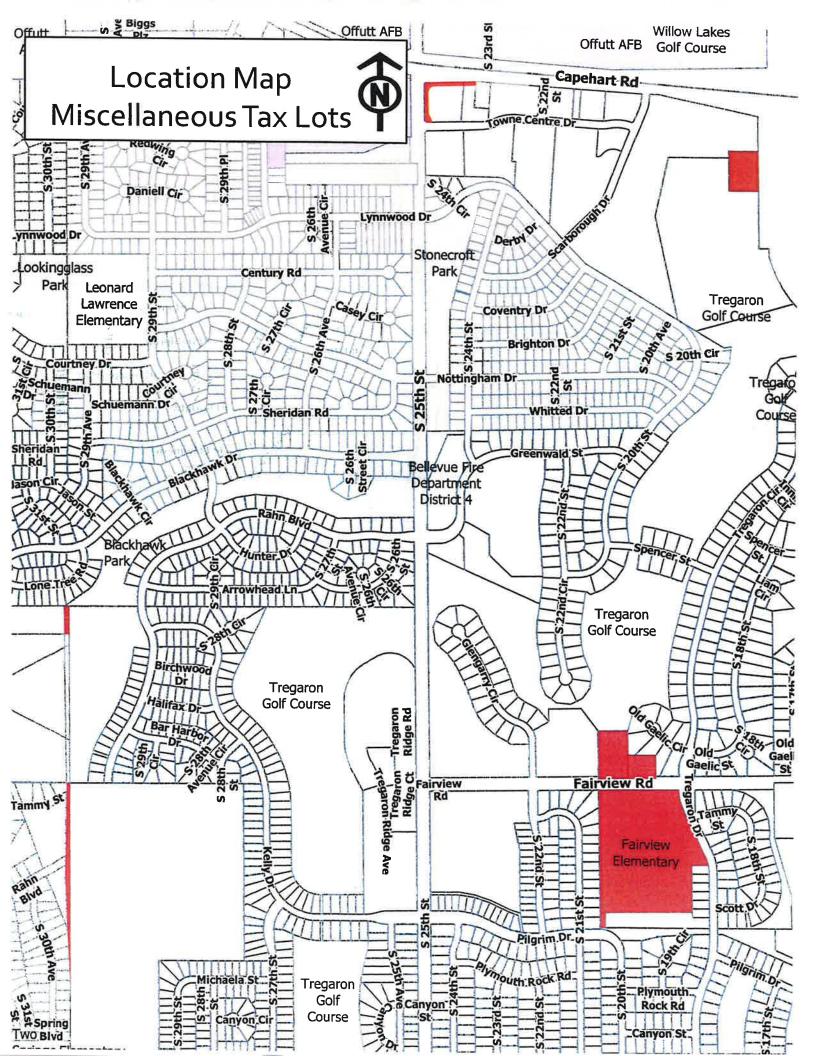












## **Chris Shewchuk**

From: Sent: To: Subject: Jim Shada Thursday, July 18, 2019 8:10 AM Chris Shewchuk Re: Annexation review

Please find listed below additional information concerning the annexation: Open Space & Parks Acres - 30 acres Trials & Tree Maintenance 3 - Playgrounds 1/2 Acre Pond upkeep Thanks, Jim

From: Jim Shada Sent: Monday, July 15, 2019 1:20:49 PM To: Chris Shewchuk Subject: Re: Annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 2 additional full time staff and 2 Hustler Z104 riding lawn mowers(estimated cost is \$21,000 per lawn mower). This is based on the acres of open space, trial maintenance, tree maintenance and maintaining the pond area. Thanks, Jim

From: Chris Shewchuk Sent: Thursday, July 11, 2019 9:53:22 AM To: Jim Shada Subject: FW: Annexation review

Jim,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris



City of Bellevue 1500 Wall Street. • Bellevue, Nebraska 68005 • (402) 682-6602 Human Service Office

## MEMO

To: Chris Shewchuk-Planning Director

From: Amanda Parker-Human Service Manager

Date: July 2, 2019

Re: Annexation Information Review

This is to inform you that I have reviewed the areas in the proposed annexation that include:

		Estimated Impact
#67	Normandy Hills	High
#171	Tregaron	High
#177	Fox Ridge Estates	Low
#182	370 Pointe	Low
#183	Pilgrims Landing	Low
#186	Oakhurst/Oakridge East	Medium
#197	Heartland Hills	Low
#242	Cedar View	Low
#265	Williamsburg	Low

I have concluded that from the review for these areas, the Specialized Transportation Service would see a tremendous increase in demand for service from these proposed areas since there are a great deal of private residences within their boundaries as well as Senior Living Homes, specifically Tregaron and Normandy Hills. We receive several calls a week concerning services in these areas. The financial impact and increase of equipment/personnel on the department is hard to tell as we will have to see just how many residents utilize our services. If the maximum number of residents living in these areas apply to utilize our services, we will have to adjust how we run the transportation in order to not add an additional route. In addition, our secretary will need assistance in keeping up with the increase of phone calls and office responsibilities.

## **Chris Shewchuk**

From: Sent: To: Subject: Ashley Decker Thursday, July 11, 2019 3:17 PM Chris Shewchuk RE: Annexation review

The only real impact it would have on our department would be fuel cost for the added clients we would pick up with the mini bus service. It is hard to quantify that because we don't have an elderly or disabled census of the areas. When working with Rich on the budget we used a factor of a 20% increase in fuel cost, so I would run with that as our best estimate. Approximately \$5,500. No additional personnel should be needed.

Ashley Decker, SPHR, SHRM-SCP Human Resources Manager

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Thursday, July 11, 2019 9:55 AM To: Ashley Decker <ashley.decker@bellevue.net> Subject: FW: Annexation review

### Ashley,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris

From: Chris Shewchuk Sent: Friday, June 14, 2019 10:15 AM To: Bobby Riggs <<u>Bobby.Riggs@bellevue.net</u>>; Epiphany Ramos <<u>epiphany.ramos@bellevue.net</u>>; Jim Shada <<u>Jim.Shada@bellevue.net</u>>; Mark Elbert <<u>Mark.Elbert@bellevue.net</u>>; Perry Guido <<u>Perry.Guido@bellevue.net</u>>; Susan Kluthe <<u>Susan.Kluthe@bellevue.net</u>>; Todd Jarosz <<u>Todd.Jarosz@bellevue.net</u>>; Julie Dinville <<u>Julie.Dinville@bellevue.net</u>>; Ashley Decker <<u>ashley.decker@bellevue.net</u>>; Amanda Chandler <<u>amanda.parker@bellevue.net</u>> Cc: Jeff Roberts <<u>Jeff.Roberts@bellevue.net</u>>; Jim Ristow <<u>jim.ristow@bellevue.net</u>>; Richard Severson <<u>richard.severson@bellevue.net</u>> Subject: Annexation review

All:

The City is moving forward with the annexation of up to sixteen Sanitary and Improvement Districts; to make it a little bit easier on ourselves, we have divided the SIDs into two groups. The first group consists of the following nine SIDs:

#67 Normandy Hills

#171 Tregaron



City of Bellevue Waste Water Department 8902 Cedar Island Road • Bellevue, Nebraska 68147 • (402) 293-3135

To: Chris Shewchuk CC: Jeff Roberts From: Epiphany Ramos RE: Annexation Report Request Dated 06/14/2019 Date: July 11, 2019

I have reviewed the proposed annexation areas and have found the sanitary infrastructure to be satisfactory in most area, however there is a trunk line in SID 171 that will be needing some substantive repairs/ rehabilitation scheduled. The remaining areas and infrastructure will require minimal repairs needed upon annexation. Immediate intense cleaning and inspection will be required upon annexation which will take approximately 8 months for my current staff to complete and will create backlog for the existing scheduled work load. Once this initial cleaning and inspection is completed, routine maintenance and scheduled capital improvement planning should begin. Our operating margin is currently at approximately 30%, we would be able to maintain this margin within these locations as well based on increased revenues and increased expense projections.

The below chart contains the basic information requested for these areas, Total FTE (full-time employee) required is annually. Additional maintenance equipment would need to be purchased. The current cost for the additional fleet united needed is estimated at \$250,000.00. A total of two additional employees will be required to maintain current department operations and maintenance plan.

		PIPE	мн	Est # Units	Annual Est Revenue	Remaining Life of Assets	Total FTE needed for Maintenance
SID	171	18552	82	240	\$177,984.00	30	0.46
	177	7928	27	51	\$ 37,821.60	27	0.20
	182	1716	11	76	\$ 56,361.60	27	0.04
	183	9171	44	212	\$157,219.20	27	0.23
	186	11279	39	305	\$226,188.00	28	0.28
	197	10930	26	134	\$ 99,374.40	30	0.27
	265	8246	53	200	\$148,320.00	34	0.21
						Total FTE	
						Required	1.70



## **Chris Shewchuk**

From:	Susan Kluthe
Sent:	Tuesday, July 16, 2019 11:12 AM
То:	Chris Shewchuk
Subject:	RE: Annexation review

Just a little information for the annexation review.

#171 Tregaron (We would gain some revenue here due to liquor licenses and tobacco licenses)

- #177 Fox Ridge Estates
- **#182** 370 Pointe
- #183 Pilgrims Landing
- #186 Oakhurst/Oakridge East
- #197 Heartland Hills

#265 Williamsburg (We would gain a little revenue for a liquor & a tobacco license)

As far as additional expenses or employee time, it would be minimal.

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Friday, July 12, 2019 8:42 AM To: Susan Kluthe <Susan.Kluthe@bellevue.net> Subject: RE: Annexation review

Off the top of my head:

Tregaron—Golf Course, Wal-Mart Neighborhood Market, Kwik Shop, and Sina Way Chinese Restaurant all have liquor licenses. Several other businesses, but I'm not sure if any have liquor licenses 370 Pointe—several businesses, I don't think any of them would have liquor licenses Williamsburg—Kum and Go would have a liquor license, no other businesses

The other four SIDs are all residential, I am not aware of any businesses in them.

From: Susan Kluthe Sent: Friday, July 12, 2019 8:02 AM To: Chris Shewchuk <<u>Chris.Shewchuk@bellevue.net</u>> Subject: RE: Annexation review

Sorry Chris I have been sick and out of office last 2 days. Could you please let me know what businesses & maybe their addresses for the proposed annexed areas? If any of them have liquor licenses, I will have to know who they are. As far as additional personnel or equipment needs we will not need anything. The only thing I for see is additional revenue for liquor licenses, tobacco licenses, and if there would happen to be a business like a grooming shop which would also require a license.

Thanks! Susan

## Memo

To: Chris Shewchuk, Planning Director

From: Julie Dinville, Library Director

Date: 7/12/2019

The major concerns with annexation and the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Tregaron #171, Fox Ridge Estates #177, 370 Pointe #182, Pilgrims Landing #183, Oakhurst/Oakridge East #186, Heartland Hills #197, and Williamsburg #275).

City of Bellevue Bellevue Public Library 1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

According to the figures you provided, there is an approximate population of about 4,180 persons in all the SIDs concerned. We estimate that we have approximately 2,000 membership cards to these areas. Even with the inactive memberships removed, this will have a significant effect on our non-resident membership revenues per year (a household membership is \$40.00 annually).

Secondly, we currently spend about \$4.00 per cardholder for materials. If we were to add an additional 1,000 card memberships, that would result in a need for an additional \$4,000 to add to our materials budget to purchase enough titles/copies to meet demand (including digital materials). If more were added, additional funds would be needed.

Also, we continue to be stretched in regards to program capacity. High-demand programs such as our Summer Library Program for children are at capacity. We held 85 programs this summer, and for the 20 that required registration, we were completely full with waiting lists for all of them. Our Children's Department is run by one full-time and one 25-hour/week assistant. If we continue to add families to our membership, the library would need to increase staff hours, either by hiring an additional part-time person, or by making our assistant full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Additionally, building size is a consideration for us for lack of meeting room/programming space and to house a collection that is meeting the needs of a larger membership audience.





Error! Main Document Only. City of Bellevue Street Department 206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

## **MEMORANDUM**

To:Chris SchewchukPlanning DirectorCc:Jeff RobertsPublic Works DirectorFrom:Bobby RiggsStreet SuperintendentSubject:June 2019 Annexation Package Review – Pt 1Date:June 24, 2019

### I. SID Areas

 $\triangleright$ 

Lane Mile Additions and Annual Street Lighting Costs

- Package Totals: <sup>1</sup>Lane Miles = 40.96 <sup>2</sup>Annual Street Lighting Cost = \$101,313.96
  - > #67 Normandy Hills
    - Lane Miles = 5.36
    - OPPD annual street lighting cost = \$16, 355.52
  - > #171- Tregaron
    - Lane Miles = 11.17
    - OPPD annual street lighting cost = \$20,046.96
  - > #177 Fox Ridge Estates

- Lane Miles = 3.41
- OPPD annual street lighting cost = \$1,866.24
- > #182 370 Pointe
  - Lane Miles = 0.55
  - OPPD annual street lighting cost = \$0
  - #183 Pilgrims Landing
    - Lane Miles = 5.64
    - OPPD annual street lighting cost = \$14,313.72
- > #186 Oakhurst/Oakridge East
  - Lane Miles = 6.24
    - OPPD annual street lighting cost = \$21,957.72
- > #197 Heartland Hills
  - Lane Miles = 3.21
    - OPPD annual street lighting cost = \$10,692.12
- > #242 Cedar View
  - Lane Miles = 0.58
  - OPPD annual street lighting cost = \$2,423.28
- > #265 Williamsburg
  - Lane Miles = 4.80
  - OPPD annual street lighting cost = \$13,658.40

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

## II. MANPOWER NEEDS

#### Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, 2018, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street sweeping on 568.47 lane miles of roads.

(Note: This number does not incorporate the most-recent annexations in spring of 2019).

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1employee per 12.74 lane miles, an average of 1970's (1:5.88) and 2013 (1:19.60) rates.

This package would warrant 3 full-time positions in year one, in an ongoing effort to hit target staff levels required to adequately maintain the street system in the City.

FY 19-20 increased department Personnel cost assumption, above current levels - \$150,000.

### III. EQUIPMENT NEEDS

#### Snow removal, route equipment

In order to provide current levels of service during snow removal operations, the department, in the winter of 2018-19, used thirty-four (34) pieces of equipment to clear roads in the winter. This averages 16.72 lane miles per unit. While the proposed areas in this package would not quite meet the threshold required to add three (3) pieces of equipment, I feel we would be best served by adding up to three route trucks.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$641,000.

(Note – this number is in addition to anticipated replacement of current, aging snow clearing equipment submitted for the upcoming FY19-20 budget).

## IV. DEPARTMENT OPERATIONAL BUDGET

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

The FY 18-19 budget funded operational expenses to maintain the street system (568.47 lane miles) at \$2,189,954. This would provide for a rate of funding of 3,852.37 per lane mile. This first portion of this package, 40.96 lane miles, would require a funding adjustment of 7.2% above last budgeted levels to meet annual needs. Assuming last year's operational budget as a baseline, with a 2.5% adjustment for cost increases in 2019-20, that baseline would increase to nearly \$2.25 million dollars. Adjusted operational costs to add the proposed areas should reasonably add approximately \$160 thousand to the annual operational budget.

First-year operational budget needs will approach \$2.4 million to perform current yearly maintenance. This number does not factor in the request for additional staff or potential regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly 25 thousand dollars for signs, posts and hardware to cover the nine areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

Estimated need for first-year operational budget increase w/o additional personnel: \$162,000.

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

## V. Capital Improvement Plan (C.I.P) / 1- and 6-Year Street-Related Projects

#### Maintenance and Reconstruction Projects

The following are potential considerations for short- and long-term Capital Improvement Plans.

- Plans for contractual work to install curb ramps in both Blackhawk and Oakhurst/Oakridge East will need to be added to the existing plan and completed within 3 years of annexation. Costs could approach \$80-100 thousand dollars.
- Heartland Hills will need to contracted project to address pavement deterioration, inlet repairs, and curb ramp installs within two years of annexation. Costs could easily top \$100 thousand dollars to address immediate needs.
- Design and engineering plans should be considered within the first 5 years following annexation for widening and reconstruction of 25<sup>th</sup> St from Lynwood Dr to Fairview, including traffic signal installation at the intersection of 25<sup>th</sup> & Fairview Rd.
- The City would also acquire the bridge on Maass Rd (370 Pointe). The bridge will need to be put into our annual inspection schedule. Sarpy County will have the latest inspection data for conditions and maintenance needs.

### VI. Highway Allocation

#### Projected revenue increase

 Highway Allocation funding for part 1 of the package, 40.96 lane miles, is fluid and subject to change with revenue fluctuation. Current per lane mile projections are not available from the State. Projections in this report are solely based on City's budget with projections reduced to a per lane mile estimate. FY 18-19 Budget - \$4,791,018 for 2018 lane mile totals. The FY18-19 budget projects revenue at \$8,427.92 per lane mile. Using this as a baseline:
 12-month anticipated increase to Highway Allocation levels would be \$345,207.60.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





## City of Bellevue Fleet Maintenance Department 2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

## **MEMORANDUM**

To: Jeff Roberts From: Todd Jarosz Subject: Additional Annex Date: 6-19-2019

After reviewing the current annexation plans for the City of Bellevue it raises some substantial concerns. Having all the CIP expansion for the Fleet and Fabrication Department removed from the 2019 projects, has already set the department productivity and efficiency backwards. Further annexation additions without proper Fleet Department expansion will amplify the situation.

The current Fleet facility is based on a 1995 study that was to be sufficient through 2015. In the 1995 study it did not include the extreme work load of a paid Fire Department or the current annexation plans. Also, with the recent flooding of the Fabrication facility and having to move that operation to the Fleet facility it has now cut into Fleets provision by over 25% increasing the congestion.

The previous proposal for the Fleet department expansion and the additional building for the Fabrication side is even more critical. With out the addition, in the future Fleet will be forced to outsource more and more work at a 100%-200% increase in price along with additional down time.

To readdress the conditions and circumstances that warrant the expansion of the Fleet Department would be in the best interest of the City of Bellevue and would be found to be necessary.



City of Bellevue Fleet Maintenance Department 2012 Betz Road - Bellevue, Nebraska 68005 • (402) 293-3129

## **MEMORANDUM**

To:	Jeff Roberts
From:	Todd Jarosz /
Subject:	Fleet Maintenance - Anticipated Personnel and Facility Needs
Date:	October 30, 2018

As planners and developers consider the future of a larger land mass and population for the City of Bellevue through annexation, the Fleet Maintenance department would like to propose its anticipated personnel and facility needs a larger Bellevue would present.

It would be necessary to add a minimum of 1 diesel tech and 1 auto tech to my staff to handle the increased work load. The mechanic shop, built in 1999, has eight work bays, one area for small engine repair and a wash bay. The work load for the shop has increased tremendously in the past 5-8 years. Currently, eight bays have become insufficient to service the needs of the city, annexation will create a heavier burden. We anticipate a 50% increase in work load for most of the departments within the city and 150% increase work load for the Fire department. With more personnel and increased work load it is clear that we need to expand. I propose a minimum of 6,000 additional square feet of shop floor space to adequately perform our jobs. We would also request an additional 2,000 square feet of office space, break room and storage area as we have outgrown the space we currently have.

It will also be necessary to construct an additional building to house the Fabrication department on the grounds in which Fleet Maintenance operates on Betz Road. The Fabrication department is managed by the Fleet Maintenance Superintendent, orders supplies through our parts room and performs tasks that often times are reported by our techs/mechanics. Currently the Fabrication Shop operates out of one of the Street department's shops on the southern edge of Bellevue. Relocating the Fabrication operations to Fleet Maintenance facilities will make for a smoother, more efficient process and would eliminate commuting between the two locations. The estimated size of the proposed facility would be approximately 5,000 square feet with 4 work bays, office space and restrooms.

## Yearly work order average per week

- 2008 Averaged 18-25 Work orders per week
- 2010 Averaged 18-25 Work orders per week
- 2012 Averaged 25-27 Work orders per week
- 2014 Averaged 27-30 Work orders per week
- 2016 Averaged 29-30 Work orders per week
- 2017 Averaged 35-40 Work orders per week
- 2018 Averaged 42-45 Work orders per week
- 2019 Averaging 50-53 Work orders per week

The Fleet Facility is a working structure base on a growth study of Bellevue from 1995 through 2015.

The yearly growth after 2015 has almost double the capacity of the projected growth for this facility.

The physical size and staffing to run the Fleet facility have not increased in size to keep up with the demands of the growth of the City of Bellevue. The failure to expand or not to immediately proceed with the proper action to resolve this situation, will result in back logged work, failure to react and repair emergency equipment in a safe time line and the farming out of more repairs to extremely expensive low quality sub-contracting shops.

None of this reflects the addition of the Fabrication Department being relocated at the Fleet Maintenance building, due to the 2019 Food. With the Fabrication, there is additional work orders and the loss of work space hindering the operation of the Fleet Department.

## **BPD ANNEXATON NEEDS**

### 7-5-19

Currently the Department is budgeted for 95 sworn police officers to provide services to a population of 53, 434 people. (2018 Census Bureau). This equates to 1.77 police officers per 1,000 residents. This average is below the National average of 2. Using this data one could proclaim that taking on the additional 11,175 residents could require an additional 19 to 20 sworn police officers. By way of furthering this point I included a list of Nebraska cities with similar populations to 11,175 and the sworn staff range from 14 to 28 in these communities.

We currently average 46901 calls for service per year according the Sarpy CAD System. We have studied the call load for each subdivision in this package and determined that our calls for service will increase by roughly 7%. We are authorized 100 sworn staff at our current population and calls for service so this annexation call load would justify 7 additional staff.

I would propose to maintain our current level of service that the increase in staff is not solely driven by population so the thought of increasing our sworn staff to 19 or 20 is likely unnecessary and would take about 5 years to accomplish with hiring, training, and attrition accounted for.

It is my opinion that an additional 4 road patrol officers and 2 cruisers to build a new patrol district will handle the street portion of this annexation.

It is my opinion that an additional family crimes detective will be needed to address those needs associated with this annexation package.

It is my opinion that an additional 2 cyber crimes detectives with be needed to address the needs of this annexation package. (this unit is under staffed and falling behind already with the spiking technology aspects to nearly all of our cases).

It is my opinion that an additional code enforcement officer and a pick-up truck will be needed to address the Code aspect of this annexation package.

In total that is 7 sworn police officers, 1 non sworn code officer, and 3 vehicles.

Our records division and property and evidence divisions should be able to take this annexation on without additional staff at this time.

Chief Mark Elbert

## ORDINANCE NO. 3954

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 129, 133 through 150, 154 through 244, 250 through 252, and part of Lot 253, and Outlot A, Tregaron Lots 1 and 2, Tregaron Replat I Lot 1, Tregaron Replat II Lot 1, Tregaron Replat II Lot 1, Tregaron Replat IV Lots 1 and 2, Tregaron Replat V Lots 1 and 2, Tregaron Replat V Lots 1 and 2, Tregaron Replat VI Lot 3, part of Lot 6, part of Lot 7, and Lot 8, Tregaron Towne Centre Lot 1, Tregaron Towne Centre Replat One Lots 1 and 2, Tregaron Towne Centre Replat Two Part of Lot 1, Tregaron Towne Centre Replat Three Lots 1 and 2, Tregaron Towne Centre Replat Four Lots 1 and 2, Tregaron Towne Centre Replat Four Lots 1 and 2, Tregaron Towne Centre Replat Four Lots 1 and 2, Tregaron Towne Centre Replat Four Lots 1 and 2, Tregaron Towne Centre Replat Four Lots 1 and 2, Tregaron Towne Centre Replat Four Lots 1 and 2, Tregaron Towne Centre Replat Four Lots 1 and 2, Tregaron Towne Centre Replat Five Lot 1, Village Green

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on October 1, 2019.

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

## APPROVED AS TO FORM:

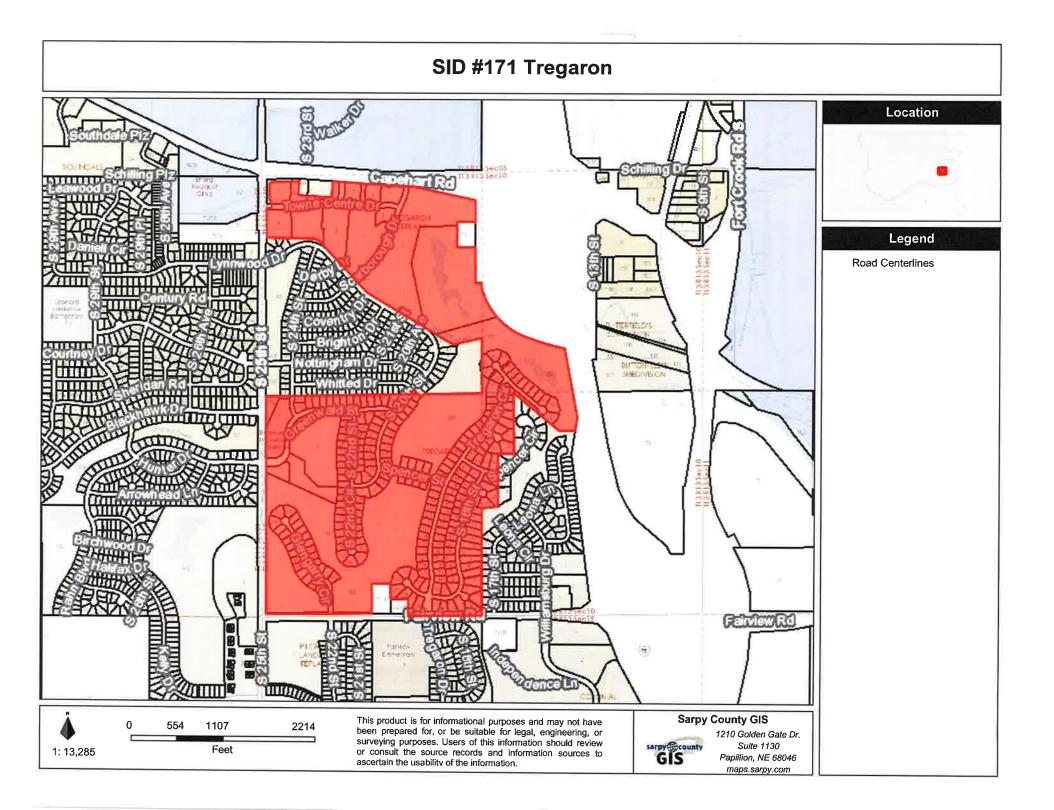
City Attorney

ATTEST

City Clerk

Mayor

First Reading:	8/6/2019
Second Reading:	
Third Reading:	



#### CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 6, 2019		AGENDA ITEM TYPE:		
		SPECIAL PRESENTATION		
SUBMITTED BY:		LIQUOR LICENSE		
Chris Shewchuk, Planni	na Director	ORDINANCE -		
	Ing Director	PUBLIC HEARING		
		RESOLUTION		
		CURRENT BUSINESS		
		OTHER (SEE CLERK)		

#### SUBJECT:

Request to annex Sanitary and Improvement District #171, Tregaron. Applicant: City of Bellevue.

#### SYNOPSIS:

A review of the SID debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of this area indicates it is feasible for the City to annex SID #171 at this time. This annexation is part of an annexation package consisting of seven SIDs.

#### FISCAL IMPACT:

This annexation package would have a positive fiscal impact on the City based upon current and projected revenues and expenses associated with the annexation.

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:

See attached Planning Department memorandum regarding the fiscal analysis and department review of the proposed annexation package.

#### ATTACHMENTS:

1 PC recommendation	n	4	
2 Planning Departme	ent staff memo	5	
3 Proposed Ordinance			
SIGNATURES: ADMINISTRATOR APPROVAL:	(Anno)	Han	
INANCE APPROVAL:	1/1	In	
EGAL APPROVAL:	ABA	u Roblin	

#### CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

OUNCIL MEETING DATE: August 6, 2019		AGENDA ITEM TYPE:		
		SPECIAL PRESENTATION		
SUBMITTED BY:		LIQUOR LICENSE		
Chris Shewchuk, Planni	na Director	ORDINANCE -		
and another and a second second	ng bircoloi	PUBLIC HEARING		
		RESOLUTION		
		CURRENT BUSINESS		
<u></u>		OTHER (SEE CLERK)		

#### SUBJECT:

Request to annex Sanitary and Improvement District #177, Fox Ridge Estates. Applicant: City of Bellevue.

#### SYNOPSIS:

A review of the SID debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of this area indicates it is feasible for the City to annex SID #177 at this time. This annexation is part of an annexation package consisting of seven SIDs.

#### FISCAL IMPACT:

This annexation package would have a positive fiscal impact on the City based upon current and projected revenues and expenses associated with the annexation.

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:

ATTACHBACANCE.

See attached Planning Department memorandum regarding the fiscal analysis and department review of the proposed annexation package.

ATTACHMENTS,		
1 PC recommend	lation 4	
2 Planning Depart	tment staff memo 5	
3 Proposed Ordin		
SIGNATURES: ADMINISTRATOR APPROVAL:	Sum te Con.	
FINANCE APPROVAL:	Alla	
LEGAL APPROVAL:	S. Bru Roblins	

8/20/19 12b.

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT:	City of Bellevue
CITY COUNCIL HEARING DATE:	August 20, 2019
REQUEST:	to annex Sanitary and Improvement District #177, Fox Ridge Estates

On July 25, 2019, the City of Bellevue Planning Commission voted five yes, zero no, zero abstained, and four absent to recommend:

*APPROVAL* of the annexation request based upon compatibility with the surrounding neighborhood, lack of perceived negative impact, and conformance with the Zoning Ordinance and Comprehensive Plan.

## **VOTE:**

Yes:	Five	No:	Zero	Abstain:	Zero	Absent:	Four
	Casey						Aerni
	Cain						Perrin
	Jacobson		1			1	Smith
	Ackley						Cutsforth
	Ritz						

Planning Commission Hearing (s) was held on: July 25, 2019

City of Bellevue Office of the Planning Department

To:	Mayor Hike
	City Council
	City Administrator Jim Ristow
From:	Chris Shewchuk, Planning Director 👐
Date:	July 30, 2019
Subject:	City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following seven Sanitary and Improvement Districts into the city limits:

SID #171TregaronSID #177Fox Ridge EstatesSID #182370 PointeSID #183Pilgrims LandingSID #186Oakhurst/Oakridge EastSID #197Heartland HillsSID #265Williamsburg

In addition to these SIDs, we are also proposing the annexation of an additional nine parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Maps of the SID boundaries and the nine additional lots are attached to this report.

## FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The seven SIDs proposed for annexation have an assessed valuation for 2019 of \$329,246,687 which will generate \$2,008,980 of property tax revenue for the City. The SIDs also currently have \$2,495,412 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$12,740,000 in outstanding bonded indebtedness and \$146,312 in construction fund warrants. Annual debt payments for the bonded indebtedness are \$1,151,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual

debt service payments. The construction fund warrants are short term, higher interest debt and are expected to be paid almost immediately after annexation. Annual tax revenue after debt service payments is expected to be \$857,405 prior to accounting for how the cash and investments are utilized. The nine unincorporated lots will add another \$750,042 of valuation and \$4,575 of tax revenue to the annexation package. A chart showing figures for the individual SIDs is attached for your review.

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

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

## **DEMOGRAPHICS**

The areas proposed for annexation consist of 1,209 parcels and 1,663 dwelling units, including apartments. The population estimate of 4,357 is based upon the 2010 Census average household size of 2.62 persons per dwelling unit.

### **DEPARTMENT REVIEW**

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Below is a summary of those comments; full responses are attached to this report.

<u>Parks Department</u>—30 acres of parks and open space, trails and tree maintenance, three playgrounds,  $\frac{1}{2}$  acre pond; need for two additional full-time staff and two Hustler Z104 riding lawn mowers (estimated cost is \$21,000 per lawn mower)

<u>Human Resources/Human Services</u>—additional fuel cost of \$5,500 for increased transportation services; high impact on transportation services from SID 171 due to senior living facility; equipment and personnel needs difficult to determine until full demand for services is seen; depending upon demand, transportation service routes may have to be adjusted in order to not add an additional route

<u>Wastewater</u>—most sanitary infrastructure is in satisfactory condition requiring minimal repairs upon annexation, however there is a trunk line in SID 171 which will need substantive repairs/rehabilitation; intense cleaning and inspection will take about eight months and create a backlog for the existing scheduled work load; need for two additional full-time employees and maintenance equipment (estimated at \$250,000); estimated annual revenue is approximately \$903,000; approximately 60-65% of revenue is paid to City of Omaha for wastewater treatment, remaining revenue will allow department to absorb additional expenses <u>City Clerk</u>—some additional revenue from liquor licenses and tobacco licenses; minimal additional expenses or employee time requirements

<u>Library</u>—loss of revenue due to current paid members coming into the city; increase in material costs (estimated 1,000 new members @ \$4 per member = \$4,000); many current programs are at capacity; additional memberships would result in need for additional staff; building size is a consideration with the need to house a collection to meet the needs of a larger membership audience and a lack of meeting room/programming space

<u>Street Department</u>—additional 35.02 lane miles to maintain; increase in State Highway Allocation funding of \$295,145.756; annual street lighting cost \$82,535.16; three additional full-time personnel (\$150,000); increase in operational expenses (\$163,000); capital expenses (three trucks \$641,000); short- and long-term capital considerations: curb ramps in Oakhurst/Oakridge East, Heartland Hills pavement deterioration and other repairs, design and engineering for widening and reconstruction of 25<sup>th</sup> Street from Lynnwood Drive to Fairview Road, bridge inspections on Maass Road (370 Pointe)

<u>Fleet Maintenance</u>—expressed concerns regarding the need to expand the Fleet Maintenance Facility which was built to be sufficient through 2015, but did not account for the extreme load of a paid Fire Department and current annexation plans; Fabrication Department has moved into the facility due to flooding; more work may need to be outsourced at a 100 - 200% increase in price and more down time

<u>Police</u>—analyzed calls for service for <u>all</u> SIDs currently under consideration for annexation; data showed a potential increase of 7% in calls for service; to maintain current service levels, the addition of seven sworn officers, one non-sworn code officer, and three vehicles would be necessary; the SIDs in this annexation proposal represent approximately 52% of the potential increase in calls for service, therefore an additional four personnel and two or three vehicles would be necessary as a result of this annexation

## AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, fire response (although many areas are currently served by the Bellevue Fire Department through the Eastern Sarpy Fire District), wastewater service, trash removal, free library cards, and specialized transportation services.

### Property taxes

The overall property tax levy will decrease for most new residents of the City as shown in the chart below, only SID #183 would show a slight increase in property taxes (based upon current levy amounts). In determining future taxes, the levies for the SID and the fire districts were removed and replaced with the City tax levy. SID #182 is higher than the others because it is in the Papillion-LaVista School district. SID #186 is split between the Eastern Sarpy and Papillion Fire Districts accounting for the difference in the current levy shown below; this difference will be eliminated with the annexation.

SID					Change in	Tax change per
#		Current Levy	-	In-City Levy	Levy	\$100,000
171		2.274010		2.198227	-0.075783	(\$75.78)
177		2.702219		2.198227	-0.503992	(\$503.99)
182		2.774194		2.378485	-0.395709	(\$395.71)
183		2.164010		2.198227	0.034217	\$34.22
186	PFD	2.263963		2.198227	-0.065736	(\$65.74)
186	ESFD	2.314010		2.198227	-0.115783	(\$115.78)
197		2.381165		2.198227	-0.182938	(\$182.94)
265		2.434008		2.198227	-0.235781	(\$235.78)

The unincorporated areas will have a more significant increase in their property tax rates since they are not currently paying a SID tax. Four of the parcels are not taxed as they are City or school property; the tax rate will change from 1.77401 to 2.198227—an increase of 0.424217 or \$424.22 per \$100,000 of valuation—on four of the remaining parcels, and the final parcel will see a levy change from 1.723963 to 2.198227—an increase of 0.474264 or \$474.26 per \$100,000. (This final parcel is only valued at \$525.)

Property tax changes will be effective for taxes assessed in 2020 and due in 2021.

## Sales Taxes

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

## Trash pick-up

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

## School Districts

The annexation has no effect on school district boundaries.

## Planning, Zoning, Building Permits

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

## Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$15.44. Non-residents pay the City of Omaha minimum fee of \$35.28, new residents will see a monthly savings of approximately \$20.

## Other

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

## PLANNING DEPARTMENT RECOMMENDATION

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

## PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of the annexation package based upon compatibility with surrounding neighborhoods, positive financial impact on the City, and natural growth and development of the City.

SID #	SID NAME	BONDED DEBT(a)	GENERAL FUND WARRANTS(b)	ANNUAL DEBT	2019 VALUATION	CITY TAX REVENUE(c)	TAX REVENUE MINUS DEBT SERVICE	CASH AND INVESTMENTS(d)
171	Tregaron	\$4,715,000	\$24,310	\$371,000	\$112,613,844	\$686,944	\$315,944	\$560,199
177	Fox Ridge Estates	\$1,815,000	\$0	\$120,000	\$19,375,596	\$118,191	(\$1,809)	\$303,696
182	370 Pointe	\$655,000	\$0	\$50,000	\$9,333,684	\$56,935	\$6,935	\$215,764
183	Pilgrim's Landing	\$1,080,000	\$0	\$150,000	\$52,694,395	\$321,436	\$171,436	\$325,490
186	Oakhurst/Oakridge East	\$1,050,000	\$36,555	\$145,000	\$56,979,733	\$347,576	\$202,576	\$232,824
197	Heartland Hills	\$1,215,000	\$85,447	\$140,000	\$33,103,109	\$201,929	\$61,929	\$293,440
265	Williamsburg	\$2,210,000	\$0	\$175,000	\$45,146,326	\$275,393	\$100,393	\$563,999
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,246,687	\$2,008,405	\$857,405	\$2,495,412
	Unincorporated lots	\$0	\$0	\$0	\$750,042	\$4,575	\$4,575	\$0
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,996,729	\$2,012,980	\$861,980	\$2,495,412

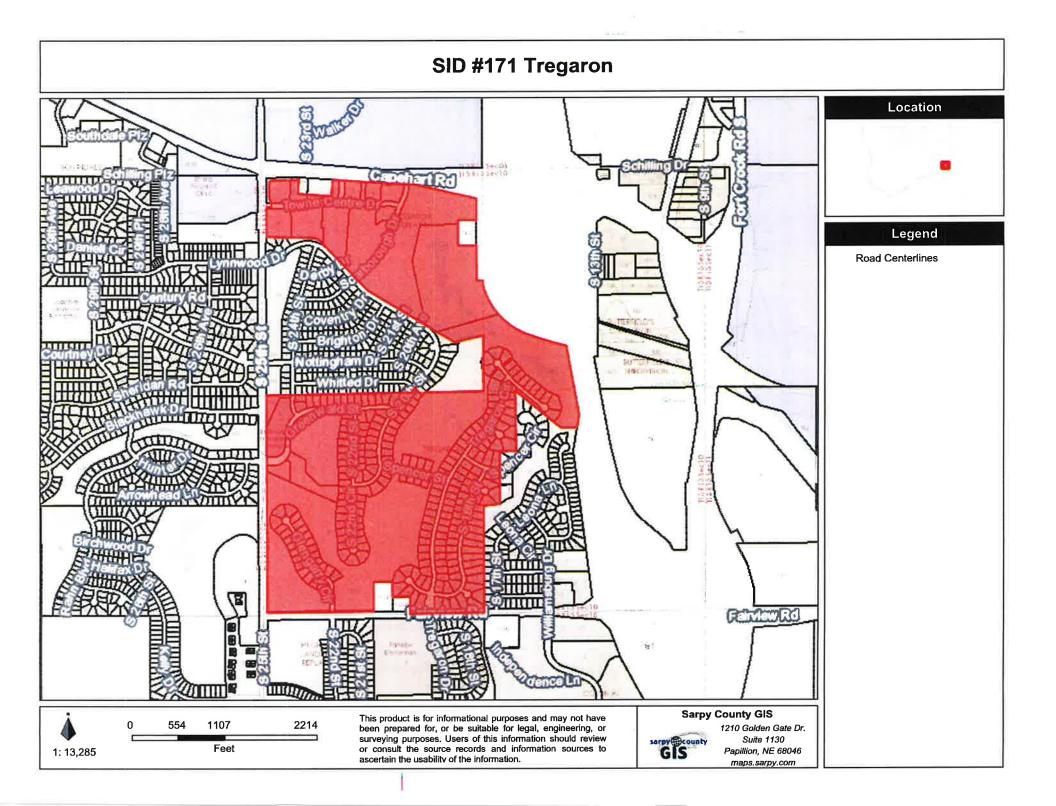
NOTES:

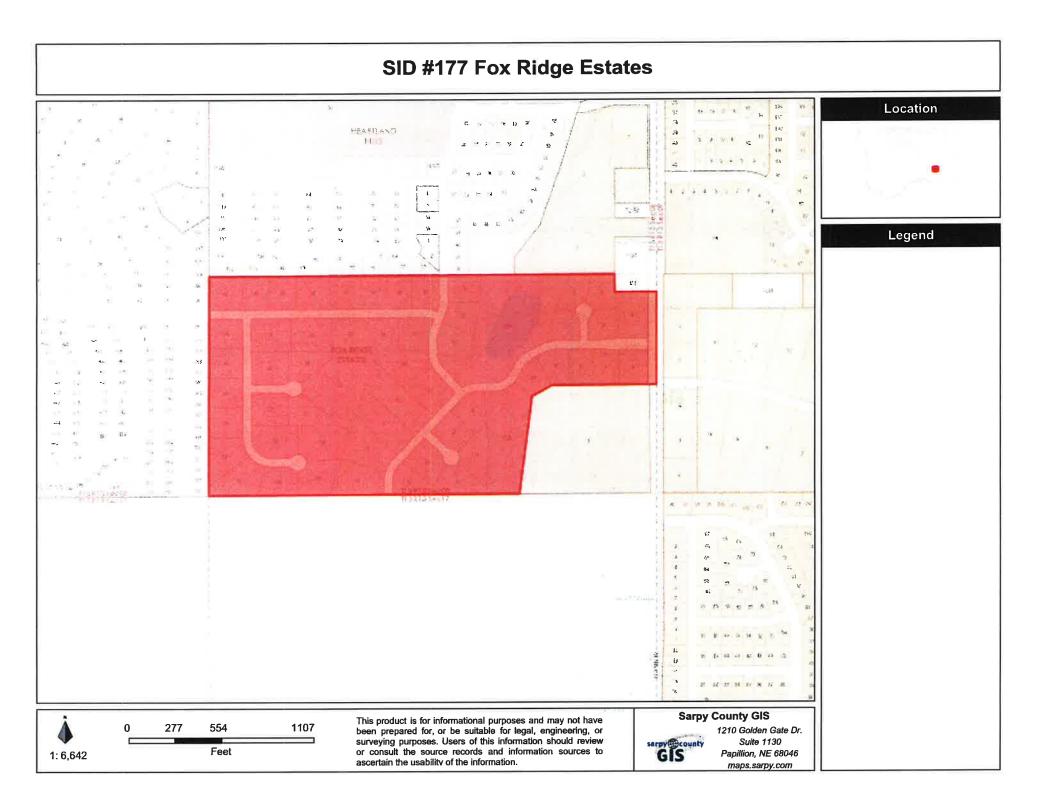
(a) As of July 1, 2019

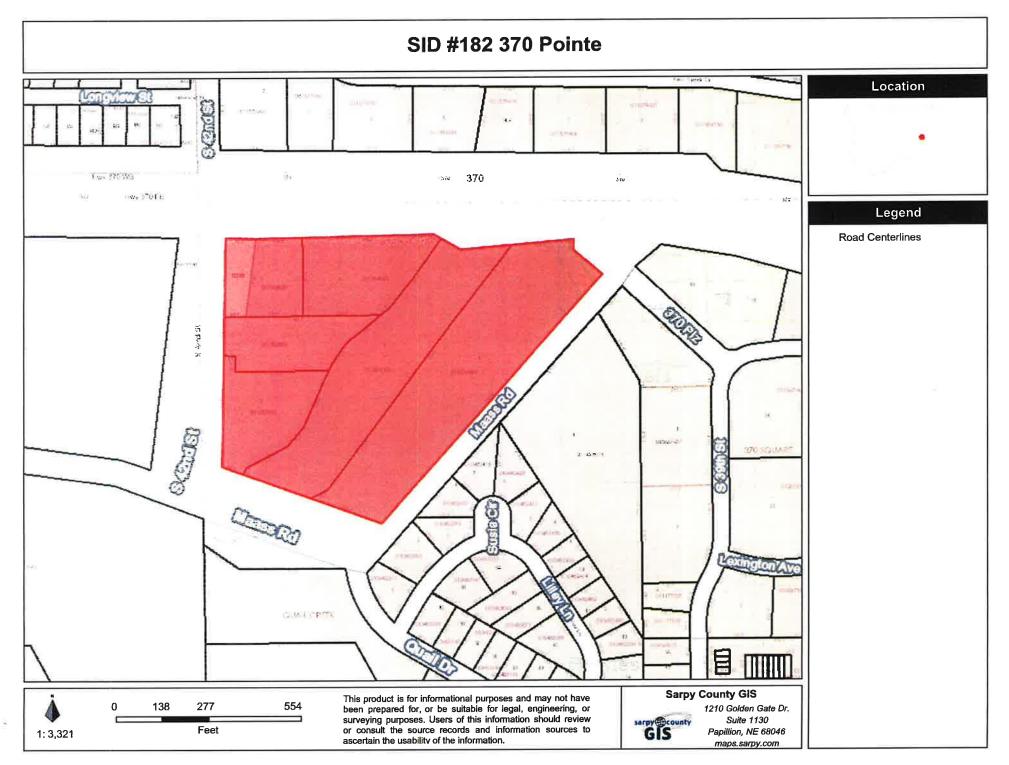
(b) As of June 30, 2018, the last audit date

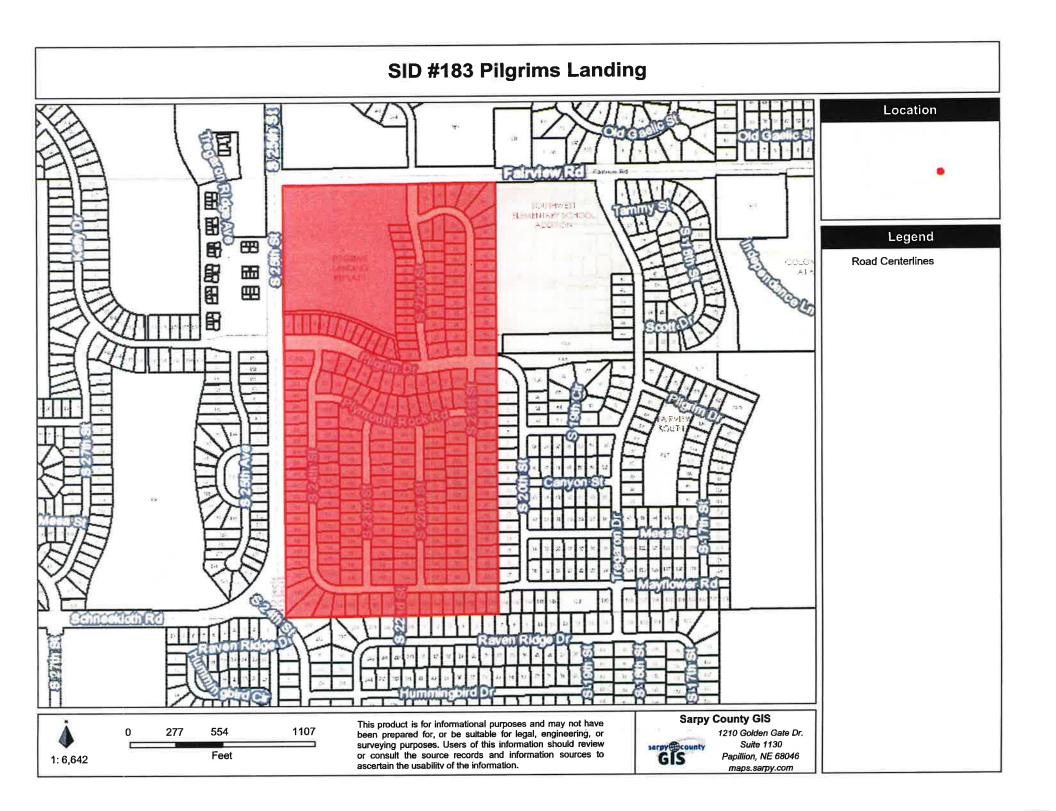
(c) Based on current levy of 0.61

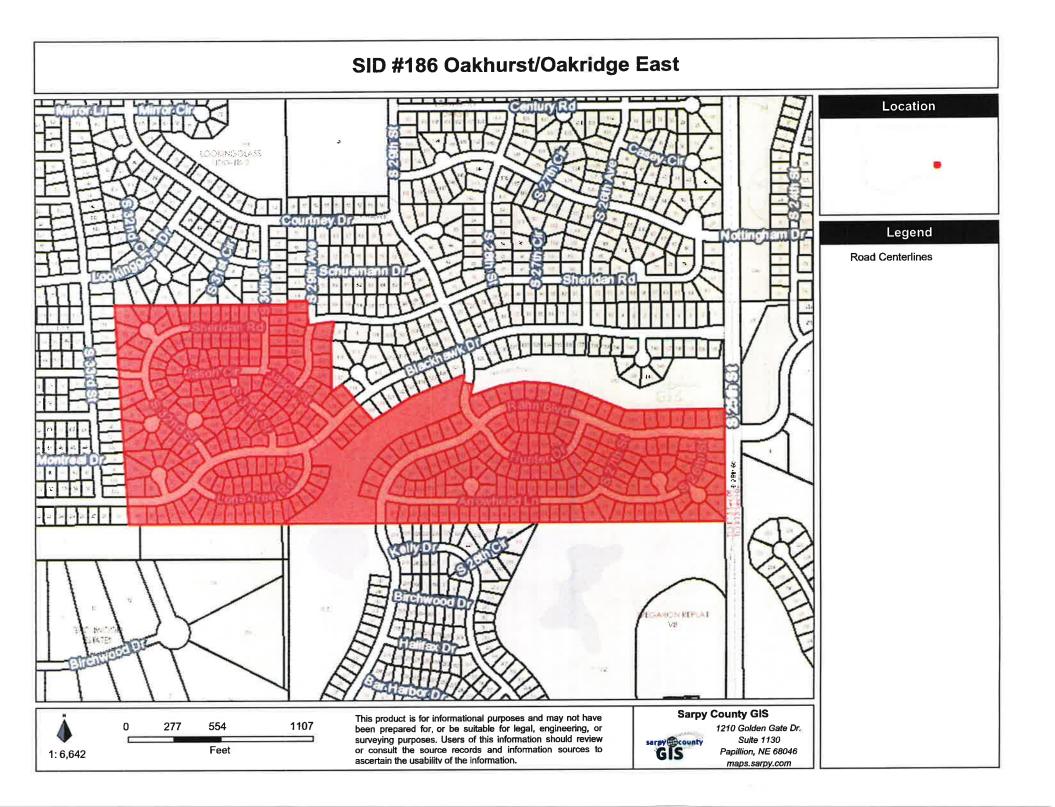
(d) As of June 30, 2019

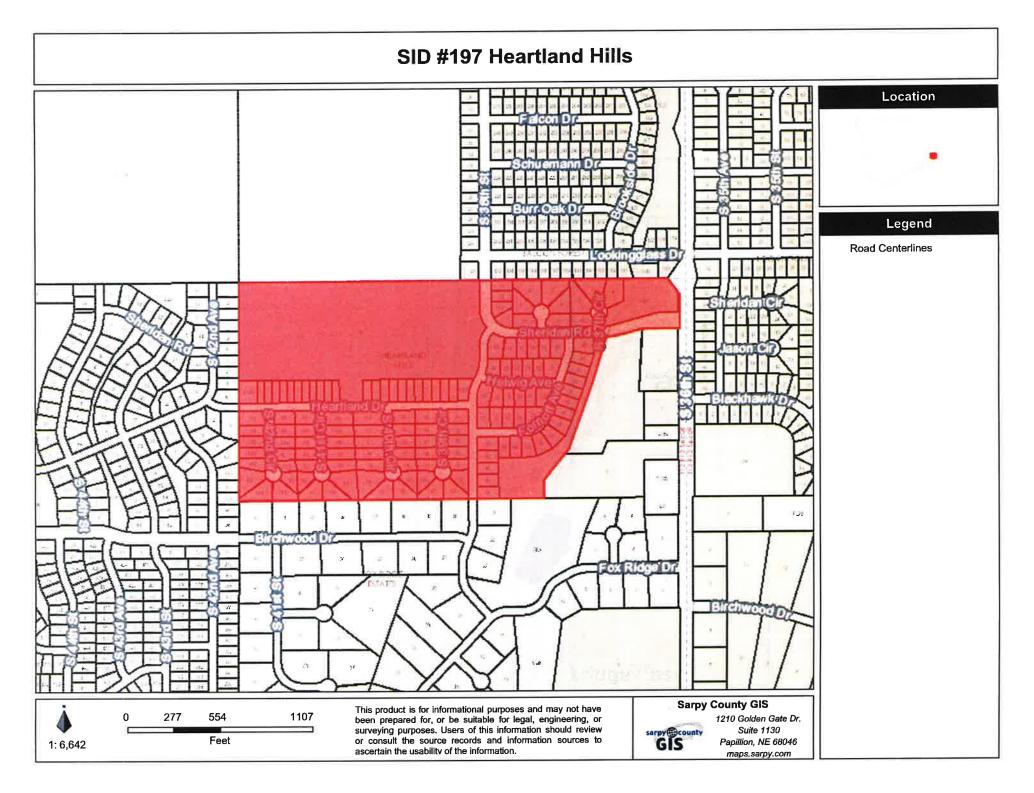


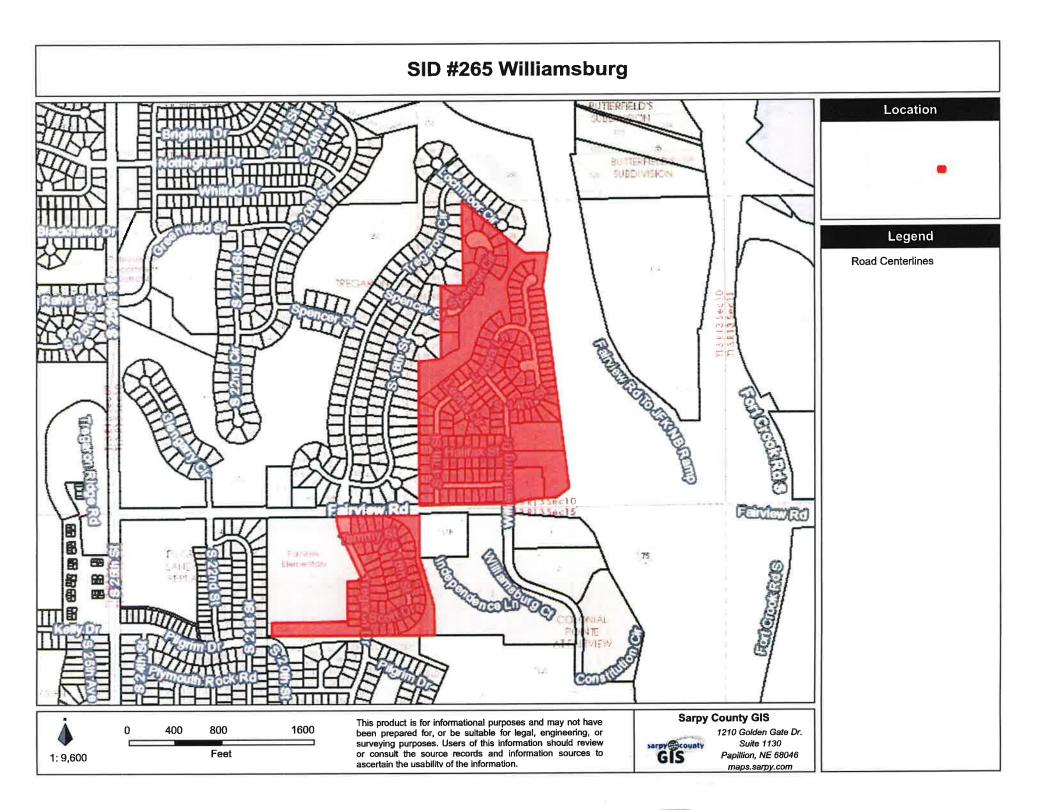


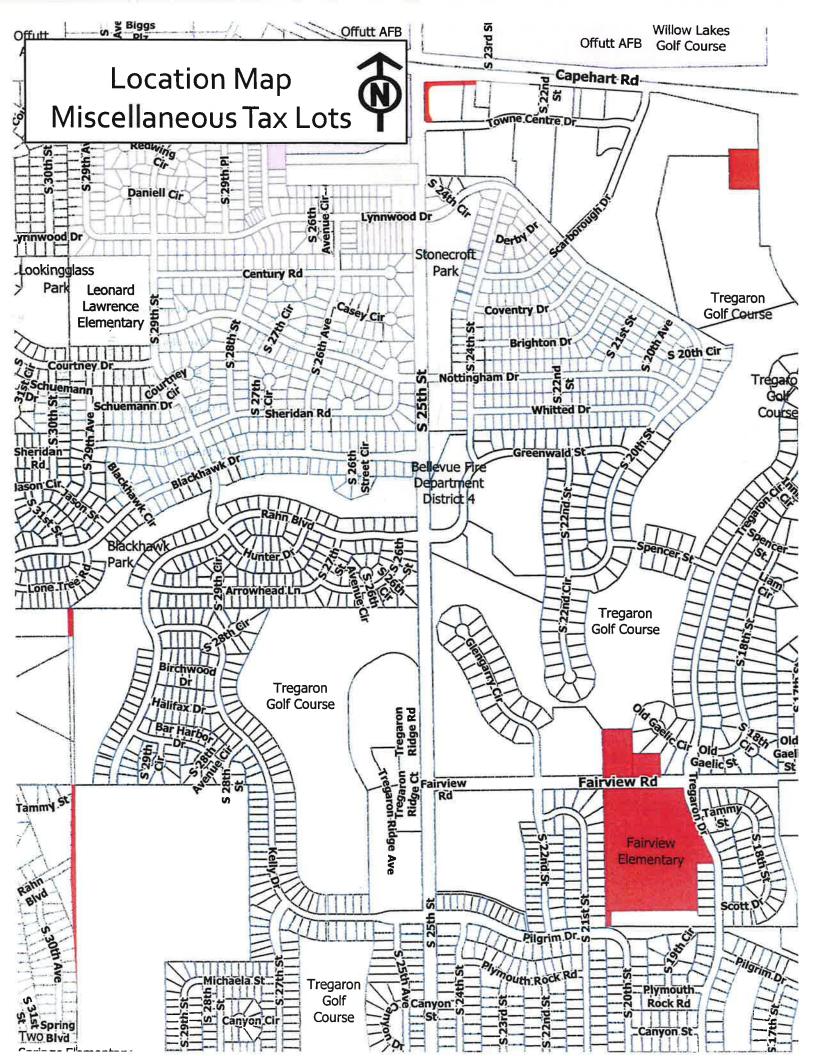












## **Chris Shewchuk**

From: Sent: To: Subject: Jim Shada Thursday, July 18, 2019 8:10 AM Chris Shewchuk Re: Annexation review

Please find listed below additional information concerning the annexation: Open Space & Parks Acres - 30 acres Trials & Tree Maintenance 3 - Playgrounds 1/2 Acre Pond upkeep Thanks, Jim

From: Jim Shada Sent: Monday, July 15, 2019 1:20:49 PM To: Chris Shewchuk Subject: Re: Annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 2 additional full time staff and 2 Hustler Z104 riding lawn mowers(estimated cost is \$21,000 per lawn mower). This is based on the acres of open space, trial maintenance, tree maintenance and maintaining the pond area. Thanks, Jim

From: Chris Shewchuk Sent: Thursday, July 11, 2019 9:53:22 AM To: Jim Shada Subject: FW: Annexation review

Jim,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris



## MEMO

To: Chris Shewchuk-Planning Director

From: Amanda Parker-Human Service Manager

Date: July 2, 2019

Re: Annexation Information Review

This is to inform you that I have reviewed the areas in the proposed annexation that include:

		Estimated Impact
#67	Normandy Hills	High
#171 #177	Tregaron Fox Ridge Estates	High Low
#182	370 Pointe	Low
#183	Pilgrims Landing	Low
#186	Oakhurst/Oakridge East	Medium
#197	Heartland Hills	Low
#242	Cedar View	Low
#265	Williamsburg	Low

I have concluded that from the review for these areas, the Specialized Transportation Service would see a tremendous increase in demand for service from these proposed areas since there are a great deal of private residences within their boundaries as well as Senior Living Homes, specifically Tregaron and Normandy Hills. We receive several calls a week concerning services in these areas. The financial impact and increase of equipment/personnel on the department is hard to tell as we will have to see just how many residents utilize our services. If the maximum number of residents living in these areas apply to utilize our services, we will have to adjust how we run the transportation in order to not add an additional route. In addition, our secretary will need assistance in keeping up with the increase of phone calls and office responsibilities.

## **Chris Shewchuk**

From: Sent: To: Subject: Ashley Decker Thursday, July 11, 2019 3:17 PM Chris Shewchuk RE: Annexation review

The only real impact it would have on our department would be fuel cost for the added clients we would pick up with the mini bus service. It is hard to quantify that because we don't have an elderly or disabled census of the areas. When working with Rich on the budget we used a factor of a 20% increase in fuel cost, so I would run with that as our best estimate. Approximately \$5,500. No additional personnel should be needed.

Ashley Decker, SPHR, SHRM-SCP Human Resources Manager

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Thursday, July 11, 2019 9:55 AM To: Ashley Decker <ashley.decker@bellevue.net> Subject: FW: Annexation review

Ashley,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris

From: Chris Shewchuk Sent: Friday, June 14, 2019 10:15 AM To: Bobby Riggs <<u>Bobby.Riggs@bellevue.net</u>>; Epiphany Ramos <<u>epiphany.ramos@bellevue.net</u>>; Jim Shada <<u>Jim.Shada@bellevue.net</u>>; Mark Elbert <<u>Mark.Elbert@bellevue.net</u>>; Perry Guido <<u>Perry.Guido@bellevue.net</u>>; Susan Kluthe <<u>Susan.Kluthe@bellevue.net</u>>; Todd Jarosz <<u>Todd.Jarosz@bellevue.net</u>>; Julie Dinville <<u>Julie.Dinville@bellevue.net</u>>; Ashley Decker <<u>ashley.decker@bellevue.net</u>>; Amanda Chandler <<u>amanda.parker@bellevue.net</u>> Cc: Jeff Roberts <<u>Jeff.Roberts@bellevue.net</u>>; Jim Ristow <<u>jim.ristow@bellevue.net</u>>; Richard Severson <<u>richard.severson@bellevue.net</u>> Subject: Annexation review

All:

The City is moving forward with the annexation of up to sixteen Sanitary and Improvement Districts; to make it a little bit easier on ourselves, we have divided the SIDs into two groups. The first group consists of the following nine SIDs:

#67 Normandy Hills

#171 Tregaron



City of Bellevue Waste Water Department 8902 Cedar Island Road • Bellevue, Nebraska 68147 • (402) 293-3135

To: Chris Shewchuk CC: Jeff Roberts From: Epiphany Ramos RE: Annexation Report Request Dated 06/14/2019 Date: July 11, 2019

I have reviewed the proposed annexation areas and have found the sanitary infrastructure to be satisfactory in most area, however there is a trunk line in SID 171 that will be needing some substantive repairs/ rehabilitation scheduled. The remaining areas and infrastructure will require minimal repairs needed upon annexation. Immediate intense cleaning and inspection will be required upon annexation which will take approximately 8 months for my current staff to complete and will create backlog for the existing scheduled work load. Once this initial cleaning and inspection is completed, routine maintenance and scheduled capital improvement planning should begin. Our operating margin is currently at approximately 30%, we would be able to maintain this margin within these locations as well based on increased revenues and increased expense projections.

The below chart contains the basic information requested for these areas, Total FTE (full-time employee) required is annually. Additional maintenance equipment would need to be purchased. The current cost for the additional fleet united needed is estimated at \$250,000.00. A total of two additional employees will be required to maintain current department operations and maintenance plan.

		PIPE	мн	Est # Units			al Est	Li	emaini fe of ssets	ng	Total FTE needed f Maintena	
SID	171	18552	82	240	\$:	177,	984.00	)		30		0.46
	177	7928	27	51	\$	37,	821.60	)		27		0.20
	182	1716	11	76	\$	56,	361.60	)		27		0.04
	183	9171	44	212	\$:	157,	219.20	)		27		0.23
	186	11279	39	305	\$2	226,	188.00	)		28		0.28
	197	10930	26	134	\$	99,	374.40	)		30		0.27
	265	8246	53	200	\$:	148,	320.00	)		34		0.21
									Total	FTE		
									Requ	ired		1.70



#### **Chris Shewchuk**

From:	Susan Kluthe
Sent:	Tuesday, July 16, 2019 11:12 AM
То:	Chris Shewchuk
Subject:	RE: Annexation review

Just a little information for the annexation review.

- #171 Tregaron (We would gain some revenue here due to liquor licenses and tobacco licenses)
- #177 Fox Ridge Estates
- #182 370 Pointe
- #183 Pilgrims Landing
- #186 Oakhurst/Oakridge East
- #197 Heartland Hills
- #265 Williamsburg (We would gain a little revenue for a liquor & a tobacco license)

As far as additional expenses or employee time, it would be minimal.

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Friday, July 12, 2019 8:42 AM To: Susan Kluthe <Susan.Kluthe@bellevue.net> Subject: RE: Annexation review

Off the top of my head:

Tregaron—Golf Course, Wal-Mart Neighborhood Market, Kwik Shop, and Sina Way Chinese Restaurant all have liquor licenses. Several other businesses, but I'm not sure if any have liquor licenses 370 Pointe—several businesses, I don't think any of them would have liquor licenses Williamsburg—Kum and Go would have a liquor license, no other businesses

The other four SIDs are all residential, I am not aware of any businesses in them.

From: Susan Kluthe Sent: Friday, July 12, 2019 8:02 AM To: Chris Shewchuk <<u>Chris.Shewchuk@bellevue.net</u>> Subject: RE: Annexation review

Sorry Chris I have been sick and out of office last 2 days. Could you please let me know what businesses & maybe their addresses for the proposed annexed areas? If any of them have liquor licenses, I will have to know who they are. As far as additional personnel or equipment needs we will not need anything. The only thing I for see is additional revenue for liquor licenses, tobacco licenses, and if there would happen to be a business like a grooming shop which would also require a license.

Thanks! Susan

City of Bellevue Bellevue Public Library 1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

# Memo

To: Chris Shewchuk, Planning Director

From: Julie Dinville, Library Director

Date: 7/12/2019

The major concerns with annexation and the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Tregaron #171, Fox Ridge Estates #177, 370 Pointe #182, Pilgrims Landing #183, Oakhurst/Oakridge East #186, Heartland Hills #197, and Williamsburg #275).

According to the figures you provided, there is an approximate population of about 4,180 persons in all the SIDs concerned. We estimate that we have approximately 2,000 membership cards to these areas. Even with the inactive memberships removed, this will have a significant effect on our non-resident membership revenues per year (a household membership is \$40.00 annually).

Secondly, we currently spend about \$4.00 per cardholder for materials. If we were to add an additional 1,000 card memberships, that would result in a need for an additional \$4,000 to add to our materials budget to purchase enough titles/copies to meet demand (including digital materials). If more were added, additional funds would be needed.

Also, we continue to be stretched in regards to program capacity. High-demand programs such as our Summer Library Program for children are at capacity. We held 85 programs this summer, and for the 20 that required registration, we were completely full with waiting lists for all of them. Our Children's Department is run by one full-time and one 25-hour/week assistant. If we continue to add families to our membership, the library would need to increase staff hours, either by hiring an additional part-time person, or by making our assistant full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Additionally, building size is a consideration for us for lack of meeting room/programming space and to house a collection that is meeting the needs of a larger membership audience.





Error! Main Document Only. City of Bellevue Street Department 206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

## **MEMORANDUM**

To:Chris SchewchukPlanning DirectorCc:Jeff RobertsPublic Works DirectorFrom:Bobby RiggsStreet SuperintendentSubject:June 2019 Annexation Package Review – Pt 1Date:June 24, 2019

#### I. SID Areas

 $\geq$ 

Lane Mile Additions and Annual Street Lighting Costs

- Package Totals: <sup>1</sup>Lane Miles = 40.96 <sup>2</sup>Annual Street Lighting Cost = \$101,313.96
  - > #67 Normandy Hills
    - Lane Miles = 5.36
    - OPPD annual street lighting cost = \$16, 355.52
  - > #171- Tregaron
    - Lane Miles = 11.17
    - OPPD annual street lighting cost = \$20,046.96
  - #177 Fox Ridge Estates

.

- Lane Miles = 3.41
- OPPD annual street lighting cost = \$1,866.24
- > #182 370 Pointe
  - Lane Miles = 0.55
  - OPPD annual street lighting cost = \$0
  - #183 Pilgrims Landing
    - Lane Miles = 5.64
    - OPPD annual street lighting cost = \$14,313.72
- > #186 Oakhurst/Oakridge East
  - Lane Miles = 6.24
    - OPPD annual street lighting cost = \$21,957.72
- > #197 Heartland Hills
  - Lane Miles = 3.21
    - OPPD annual street lighting cost = \$10,692.12
- > #242 Cedar View
  - Lane Miles = 0.58
  - OPPD annual street lighting cost = \$2,423.28
- #265 Williamsburg
  - Lane Miles = 4.80
  - OPPD annual street lighting cost = \$13,658.40





#### II. MANPOWER NEEDS

#### Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, 2018, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street sweeping on 568.47 lane miles of roads.

(Note: This number does not incorporate the most-recent annexations in spring of 2019).

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1employee per 12.74 lane miles, an average of 1970's (1:5.88) and 2013 (1:19.60) rates.

This package would warrant 3 full-time positions in year one, in an ongoing effort to hit target staff levels required to adequately maintain the street system in the City.

FY 19-20 increased department Personnel cost assumption, above current levels - \$150,000.

#### III. EQUIPMENT NEEDS

#### Snow removal, route equipment

In order to provide current levels of service during snow removal operations, the department, in the winter of 2018-19, used thirty-four (34) pieces of equipment to clear roads in the winter. This averages 16.72 lane miles per unit. While the proposed areas in this package would not quite meet the threshold required to add three (3) pieces of equipment, I feel we would be best served by adding up to three route trucks.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$641,000.

(Note – this number is in addition to anticipated replacement of current, aging snow clearing equipment submitted for the upcoming FY19-20 budget).

#### IV. DEPARTMENT OPERATIONAL BUDGET

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

The FY 18-19 budget funded operational expenses to maintain the street system (568.47 lane miles) at \$2,189,954. This would provide for a rate of funding of 3,852.37 per lane mile. This first portion of this package, 40.96 lane miles, would require a funding adjustment of 7.2% above last budgeted levels to meet annual needs. Assuming last year's operational budget as a baseline, with a 2.5% adjustment for cost increases in 2019-20, that baseline would increase to nearly \$2.25 million dollars. Adjusted operational costs to add the proposed areas should reasonably add approximately \$160 thousand to the annual operational budget.

First-year operational budget needs will approach \$2.4 million to perform current yearly maintenance. This number does not factor in the request for additional staff or potential regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly 25 thousand dollars for signs, posts and hardware to cover the nine areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

Estimated need for first-year operational budget increase w/o additional personnel: \$162,000.





Error! Main Document Only. City of Bellevue Street Department 206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

#### V. Capital Improvement Plan (C.I.P) / 1- and 6-Year Street-Related Projects

#### Maintenance and Reconstruction Projects

The following are potential considerations for short- and long-term Capital Improvement Plans.

- Plans for contractual work to install curb ramps in both Blackhawk and Oakhurst/Oakridge East will need to be added to the existing plan and completed within 3 years of annexation. Costs could approach \$80-100 thousand dollars.
- Heartland Hills will need to contracted project to address pavement deterioration, inlet repairs, and curb ramp installs within two years of annexation. Costs could easily top \$100 thousand dollars to address immediate needs.
- Design and engineering plans should be considered within the first 5 years following annexation for widening and reconstruction of 25<sup>th</sup> St from Lynwood Dr to Fairview, including traffic signal installation at the intersection of 25<sup>th</sup> & Fairview Rd.
- The City would also acquire the bridge on Maass Rd (370 Pointe). The bridge will need to be put into our annual inspection schedule. Sarpy County will have the latest inspection data for conditions and maintenance needs.

#### VI. Highway Allocation

#### Projected revenue increase

 Highway Allocation funding for part 1 of the package, 40.96 lane miles, is fluid and subject to change with revenue fluctuation. Current per lane mile projections are not available from the State. Projections in this report are solely based on City's budget with projections reduced to a per lane mile estimate. FY 18-19 Budget - \$4,791,018 for 2018 lane mile totals. The FY18-19 budget projects revenue at \$8,427.92 per lane mile. Using this as a baseline:
 12-month anticipated increase to Highway Allocation levels would be \$345,207.60.





#### City of Bellevue Fleet Maintenance Department 2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

## **MEMORANDUM**

To:Jeff RobertsFrom:Todd JaroszSubject:Additional AnnexDate:6-19-2019

After reviewing the current annexation plans for the City of Bellevue it raises some substantial concerns. Having all the CIP expansion for the Fleet and Fabrication Department removed from the 2019 projects, has already set the department productivity and efficiency backwards. Further annexation additions without proper Fleet Department expansion will amplify the situation.

The current Fleet facility is based on a 1995 study that was to be sufficient through 2015. In the 1995 study it did not include the extreme work load of a paid Fire Department or the current annexation plans. Also, with the recent flooding of the Fabrication facility and having to move that operation to the Fleet facility it has now cut into Fleets provision by over 25% increasing the congestion.

The previous proposal for the Fleet department expansion and the additional building for the Fabrication side is even more critical. With out the addition, in the future Fleet will be forced to outsource more and more work at a 100%-200% increase in price along with additional down time.

To readdress the conditions and circumstances that warrant the expansion of the Fleet Department would be in the best interest of the City of Bellevue and would be found to be necessary.



City of Bellevue Fleet Maintenance Department 2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

# **MEMORANDUM**

To:	Jeff Roberts
From:	Todd Jarosz 7
Subject:	Fleet Maintenance - Anticipated Personnel and Facility Needs
Date:	October 30, 2018

As planners and developers consider the future of a larger land mass and population for the City of Bellevue through annexation, the Fleet Maintenance department would like to propose its anticipated personnel and facility needs a larger Bellevue would present.

It would be necessary to add a minimum of 1 diesel tech and 1 auto tech to my staff to handle the increased work load. The mechanic shop, built in 1999, has eight work bays, one area for small engine repair and a wash bay. The work load for the shop has increased tremendously in the past 5-8 years. Currently, eight bays have become insufficient to service the needs of the city, annexation will create a heavier burden. We anticipate a 50% increase in work load for most of the departments within the city and 150% increase work load for the Fire department. With more personnel and increased work load it is clear that we need to expand. I propose a minimum of 6,000 additional square feet of shop floor space to adequately perform our jobs. We would also request an additional 2,000 square feet of office space, break room and storage area as we have outgrown the space we currently have.

It will also be necessary to construct an additional building to house the Fabrication department on the grounds in which Fleet Maintenance operates on Betz Road. The Fabrication department is managed by the Fleet Maintenance Superintendent, orders supplies through our parts room and performs tasks that often times are reported by our techs/mechanics. Currently the Fabrication Shop operates out of one of the Street department's shops on the southern edge of Bellevue. Relocating the Fabrication operations to Fleet Maintenance facilities will make for a smoother, more efficient process and would eliminate commuting between the two locations. The estimated size of the proposed facility would be approximately 5,000 square feet with 4 work bays, office space and restrooms.

# Yearly work order average per week

- 2008 Averaged 18-25 Work orders per week
- 2010 Averaged 18-25 Work orders per week
- 2012 Averaged 25-27 Work orders per week
- 2014 Averaged 27-30 Work orders per week
- 2016 Averaged 29-30 Work orders per week
- 2017 Averaged 35-40 Work orders per week
- 2018 Averaged 42-45 Work orders per week
- 2019 Averaging 50-53 Work orders per week

The Fleet Facility is a working structure base on a growth study of Bellevue from 1995 through 2015.

The yearly growth after 2015 has almost double the capacity of the projected growth for this facility.

The physical size and staffing to run the Fleet facility have not increased in size to keep up with the demands of the growth of the City of Bellevue. The failure to expand or not to immediately proceed with the proper action to resolve this situation, will result in back logged work, failure to react and repair emergency equipment in a safe time line and the farming out of more repairs to extremely expensive low quality sub-contracting shops.

None of this reflects the addition of the Fabrication Department being relocated at the Fleet Maintenance building, due to the 2019 Food. With the Fabrication, there is additional work orders and the loss of work space hindering the operation of the Fleet Department.

#### **BPD ANNEXATON NEEDS**

7-5-19

Currently the Department is budgeted for 95 sworn police officers to provide services to a population of 53, 434 people. (2018 Census Bureau). This equates to 1.77 police officers per 1,000 residents. This average is below the National average of 2. Using this data one could proclaim that taking on the additional 11,175 residents could require an additional 19 to 20 sworn police officers. By way of furthering this point I included a list of Nebraska cities with similar populations to 11,175 and the sworn staff range from 14 to 28 in these communities.

We currently average 46901 calls for service per year according the Sarpy CAD System. We have studied the call load for each subdivision in this package and determined that our calls for service will increase by roughly 7%. We are authorized 100 sworn staff at our current population and calls for service so this annexation call load would justify 7 additional staff.

I would propose to maintain our current level of service that the increase in staff is not solely driven by population so the thought of increasing our sworn staff to 19 or 20 is likely unnecessary and would take about 5 years to accomplish with hiring, training, and attrition accounted for.

It is my opinion that an additional 4 road patrol officers and 2 cruisers to build a new patrol district will handle the street portion of this annexation.

It is my opinion that an additional family crimes detective will be needed to address those needs associated with this annexation package.

It is my opinion that an additional 2 cyber crimes detectives with be needed to address the needs of this annexation package. (this unit is under staffed and falling behind already with the spiking technology aspects to nearly all of our cases).

It is my opinion that an additional code enforcement officer and a pick-up truck will be needed to address the Code aspect of this annexation package.

In total that is 7 sworn police officers, 1 non sworn code officer, and 3 vehicles.

Our records division and property and evidence divisions should be able to take this annexation on without additional staff at this time.

What

**Chief Mark Elbert** 

# Ordinance no. <u>3955</u>

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 53 and Outlots A and B, Fox Ridge Estates

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

 $\mathbf{S}$  ection 2. This ordinance shall become effective on October 1, 2019.

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

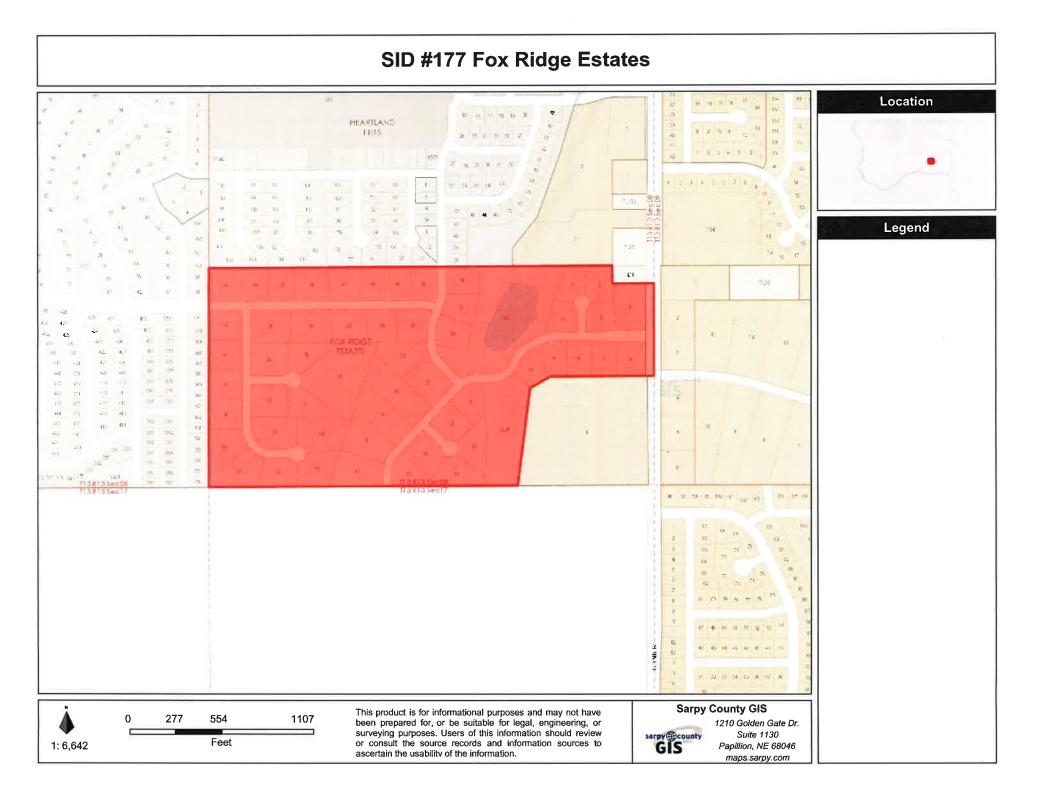
APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor



#### CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 6, 2019		AGENDA ITEM TYPE:		
		SPECIAL PRESENTATION		
SUBMITTED BY:		LIQUOR LICENSE		
Chris Shewchuk, Planni	ng Director	ORDINANCE -		
enne enewenak, r anna	Ig Director	PUBLIC HEARING		
		RESOLUTION		
		CURRENT BUSINESS		
		OTHER (SEE CLERK)		

#### SUBJECT:

Request to annex Sanitary and Improvement District #182, 370 Pointe. Applicant: City of Bellevue.

#### SYNOPSIS:

A review of the SID debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of this area indicates it is feasible for the City to annex SID #182 at this time. This annexation is part of an annexation package consisting of seven SIDs.

#### FISCAL IMPACT:

This annexation package would have a positive fiscal impact on the City based upon current and projected revenues and expenses associated with the annexation.

#### BUDGETED ITEM: YES TAND

PROJECT # & TRACKING INFORMATION:

N/A

#### RECOMMENDATION:

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

#### BACKGROUND:

ATTACUMATANT

See attached Planning Department memorandum regarding the fiscal analysis and department review of the proposed annexation package.

ATTACHIVIENTS:		
1 PC recommend	lation 4	
2 Planning Depart	rtment staff memo 5	
3 Proposed Ordin		
SIGNATURES: ADMINISTRATOR APPROVAL:	_ CALLER .	
FINANCE APPROVAL:	- the h	_
LEGAL APPROVAL:	A. Brukoth	_

# City of Bellevue

### PLANNING COMMISSION RECOMMENDATION

APPLICANT:

City of Bellevue

CITY COUNCIL HEARING DATE: August 20, 2019

**REQUEST:** 

to annex Sanitary and Improvement District #182, 370 Pointe

On July 25, 2019, the City of Bellevue Planning Commission voted five yes, zero no, zero abstained, and four absent to recommend:

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

#### VOTE:

Yes:	Five	No:	Zero	Abstain:	Zero	Absent:	Four
	Casey						Aerni
	Cain						Perrin
	Jacobson						Smith
	Ackley						Cutsforth
	Ritz						

Planning Commission Hearing (s) was held on: July 25, 2019

**City of Bellevue** Office of the Planning Department

To:	Mayor Hike
	City Council
	City Administrator Jim Ristow
From:	Chris Shewchuk, Planning Director
Date:	July 30, 2019
Subject:	City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following seven Sanitary and Improvement Districts into the city limits:

SID #171TregaronSID #177Fox Ridge EstatesSID #182370 PointeSID #183Pilgrims LandingSID #186Oakhurst/Oakridge EastSID #197Heartland HillsSID #265Williamsburg

In addition to these SIDs, we are also proposing the annexation of an additional nine parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Maps of the SID boundaries and the nine additional lots are attached to this report.

#### FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The seven SIDs proposed for annexation have an assessed valuation for 2019 of \$329,246,687 which will generate \$2,008,980 of property tax revenue for the City. The SIDs also currently have \$2,495,412 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$12,740,000 in outstanding bonded indebtedness and \$146,312 in construction fund warrants. Annual debt payments for the bonded indebtedness are \$1,151,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual

debt service payments. The construction fund warrants are short term, higher interest debt and are expected to be paid almost immediately after annexation. Annual tax revenue after debt service payments is expected to be \$857,405 prior to accounting for how the cash and investments are utilized. The nine unincorporated lots will add another \$750,042 of valuation and \$4,575 of tax revenue to the annexation package. A chart showing figures for the individual SIDs is attached for your review.

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

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

#### **DEMOGRAPHICS**

The areas proposed for annexation consist of 1,209 parcels and 1,663 dwelling units, including apartments. The population estimate of 4,357 is based upon the 2010 Census average household size of 2.62 persons per dwelling unit.

#### **DEPARTMENT REVIEW**

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Below is a summary of those comments; full responses are attached to this report.

<u>Parks Department</u>—30 acres of parks and open space, trails and tree maintenance, three playgrounds,  $\frac{1}{2}$  acre pond; need for two additional full-time staff and two Hustler Z104 riding lawn mowers (estimated cost is \$21,000 per lawn mower)

<u>Human Resources/Human Services</u>—additional fuel cost of \$5,500 for increased transportation services; high impact on transportation services from SID 171 due to senior living facility; equipment and personnel needs difficult to determine until full demand for services is seen; depending upon demand, transportation service routes may have to be adjusted in order to not add an additional route

<u>Wastewater</u>—most sanitary infrastructure is in satisfactory condition requiring minimal repairs upon annexation, however there is a trunk line in SID 171 which will need substantive repairs/rehabilitation; intense cleaning and inspection will take about eight months and create a backlog for the existing scheduled work load; need for two additional full-time employees and maintenance equipment (estimated at \$250,000); estimated annual revenue is approximately \$903,000; approximately 60-65% of revenue is paid to City of Omaha for wastewater treatment, remaining revenue will allow department to absorb additional expenses <u>City Clerk</u>—some additional revenue from liquor licenses and tobacco licenses; minimal additional expenses or employee time requirements

<u>Library</u>—loss of revenue due to current paid members coming into the city; increase in material costs (estimated 1,000 new members @ \$4 per member = \$4,000); many current programs are at capacity; additional memberships would result in need for additional staff; building size is a consideration with the need to house a collection to meet the needs of a larger membership audience and a lack of meeting room/programming space

<u>Street Department</u>—additional 35.02 lane miles to maintain; increase in State Highway Allocation funding of \$295,145.756; annual street lighting cost \$82,535.16; three additional full-time personnel (\$150,000); increase in operational expenses (\$163,000); capital expenses (three trucks \$641,000); short- and long-term capital considerations: curb ramps in Oakhurst/Oakridge East, Heartland Hills pavement deterioration and other repairs, design and engineering for widening and reconstruction of 25<sup>th</sup> Street from Lynnwood Drive to Fairview Road, bridge inspections on Maass Road (370 Pointe)

<u>Fleet Maintenance</u>—expressed concerns regarding the need to expand the Fleet Maintenance Facility which was built to be sufficient through 2015, but did not account for the extreme load of a paid Fire Department and current annexation plans; Fabrication Department has moved into the facility due to flooding; more work may need to be outsourced at a 100 - 200% increase in price and more down time

<u>Police</u>—analyzed calls for service for <u>all</u> SIDs currently under consideration for annexation; data showed a potential increase of 7% in calls for service; to maintain current service levels, the addition of seven sworn officers, one non-sworn code officer, and three vehicles would be necessary; the SIDs in this annexation proposal represent approximately 52% of the potential increase in calls for service, therefore an additional four personnel and two or three vehicles would be necessary as a result of this annexation

#### AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, fire response (although many areas are currently served by the Bellevue Fire Department through the Eastern Sarpy Fire District), wastewater service, trash removal, free library cards, and specialized transportation services.

#### Property taxes

The overall property tax levy will decrease for most new residents of the City as shown in the chart below, only SID #183 would show a slight increase in property taxes (based upon current levy amounts). In determining future taxes, the levies for the SID and the fire districts were removed and replaced with the City tax levy. SID #182 is higher than the others because it is in the Papillion-LaVista School district. SID #186 is split between the Eastern Sarpy and Papillion Fire Districts accounting for the difference in the current levy shown below; this difference will be eliminated with the annexation.

SID				Change in	Tax change per
#		Current Levy	In-City Levy	Levy	\$100,000
171		2.274010	2.198227	-0.075783	(\$75.78)
177		2.702219	2.198227	-0.503992	(\$503.99)
182		2.774194	2.378485	-0.395709	(\$395.71)
183		2.164010	2.198227	0.034217	\$34.22
186	PFD	2.263963	2.198227	-0.065736	(\$65.74)
186	ESFD	2.314010	2.198227	-0.115783	(\$115.78)
197		2.381165	2.198227	-0.182938	(\$182.94)
265		2.434008	2.198227	-0.235781	(\$235.78)

The unincorporated areas will have a more significant increase in their property tax rates since they are not currently paying a SID tax. Four of the parcels are not taxed as they are City or school property; the tax rate will change from 1.77401 to 2.198227—an increase of 0.424217 or \$424.22 per \$100,000 of valuation—on four of the remaining parcels, and the final parcel will see a levy change from 1.723963 to 2.198227—an increase of 0.474264 or \$474.26 per \$100,000. (This final parcel is only valued at \$525.)

Property tax changes will be effective for taxes assessed in 2020 and due in 2021.

#### Sales Taxes

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

#### Trash pick-up

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

#### School Districts

The annexation has no effect on school district boundaries.

#### Planning, Zoning, Building Permits

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

#### Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$15.44. Non-residents pay the City of Omaha minimum fee of \$35.28, new residents will see a monthly savings of approximately \$20.

#### Other

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

#### PLANNING DEPARTMENT RECOMMENDATION

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

#### PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of the annexation package based upon compatibility with surrounding neighborhoods, positive financial impact on the City, and natural growth and development of the City.

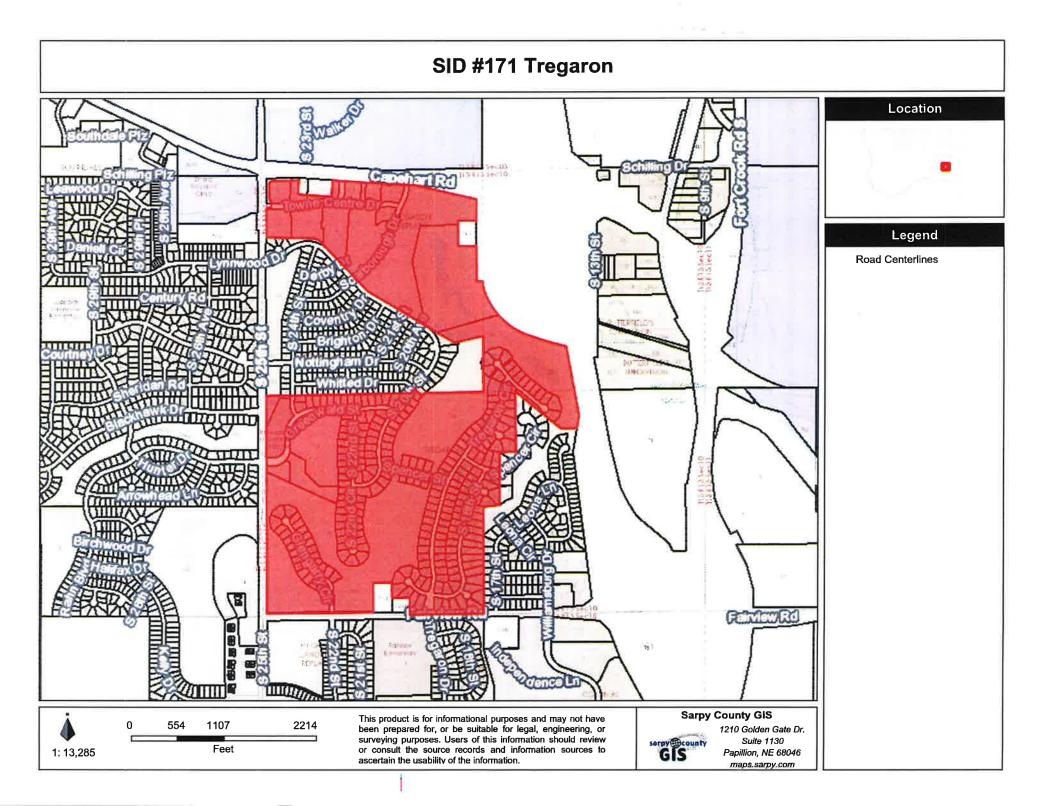
SID #	SID NAME	BONDED DEBT(a)	GENERAL FUND WARRANTS(b)	ANNUAL DEBT	2019 VALUATION	CITY TAX REVENUE(c)	TAX REVENUE MINUS DEBT SERVICE	CASH AND INVESTMENTS(d)
171	Tregaron	\$4,715,000	\$24,310	\$371,000	\$112,613,844	\$686,944	\$315,944	\$560,199
177	Fox Ridge Estates	\$1,815,000	\$0	\$120,000	\$19,375,596	\$118,191	(\$1,809)	\$303,696
182	370 Pointe	\$655,000	\$0	\$50,000	\$9,333,684	\$56,935	\$6,935	\$215,764
183	Pilgrim's Landing	\$1,080,000	\$0	\$150,000	\$52,694,395	\$321,436	\$171,436	\$325,490
186	Oakhurst/Oakridge East	\$1,050,000	\$36,555	\$145,000	\$56,979,733	\$347,576	\$202,576	\$232,824
197	Heartland Hills	\$1,215,000	\$85,447	\$140,000	\$33,103,109	\$201,929	\$61,929	\$293,440
265	Williamsburg	\$2,210,000	\$0	\$175,000	\$45,146,326	\$275,393	\$100,393	\$563,999
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,246,687	\$2,008,405	\$857,405	\$2,495,412
	Unincorporated lots	\$0	\$0	\$0	\$750,042	\$4,575	\$4,575	\$0
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,996,729	\$2,012,980	\$861,980	\$2,495,412

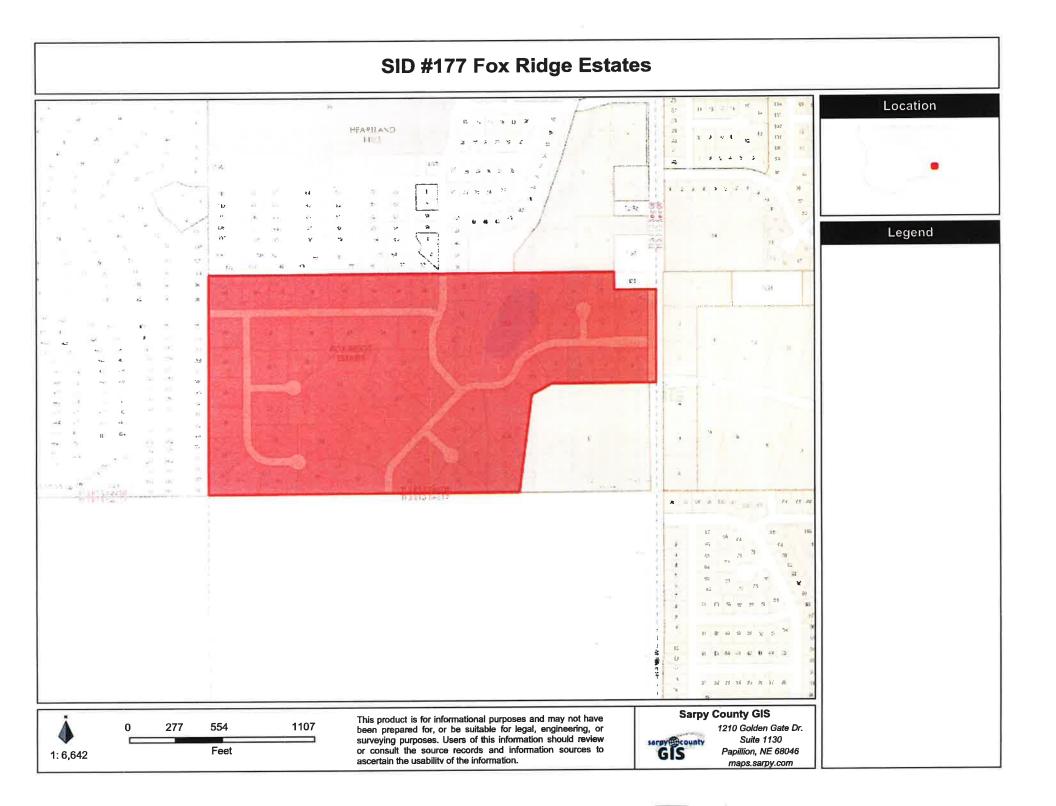
NOTES:

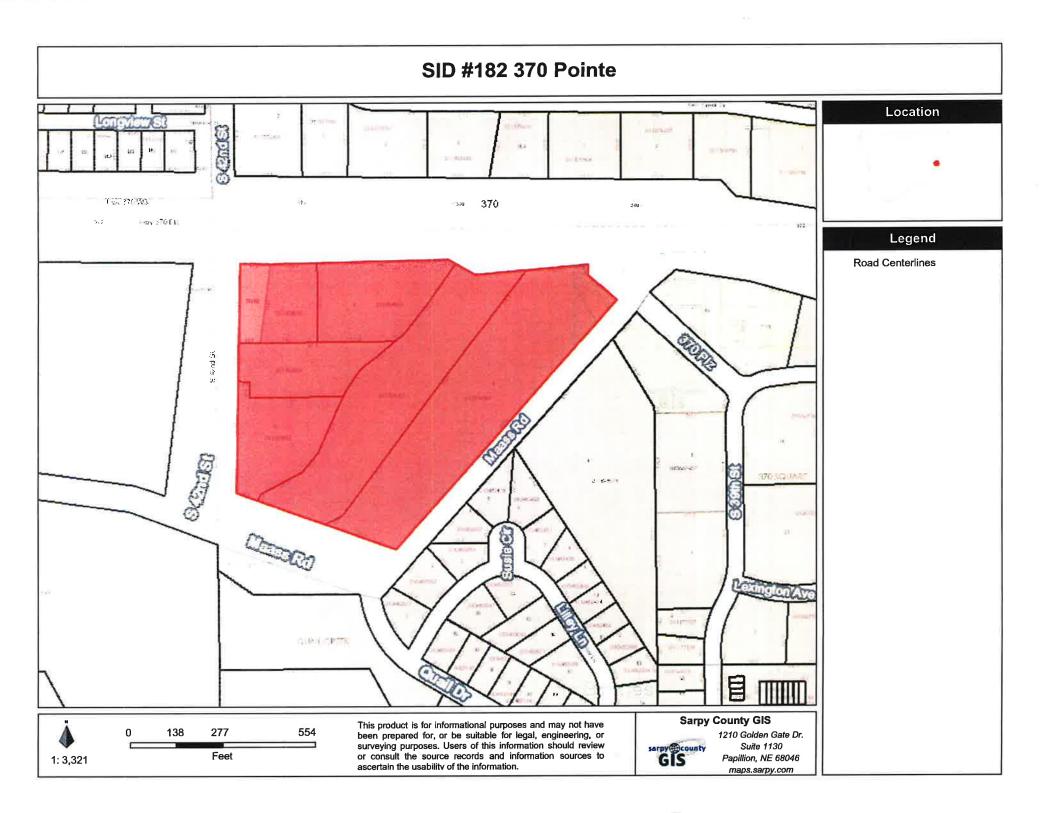
(a) As of July 1, 2019

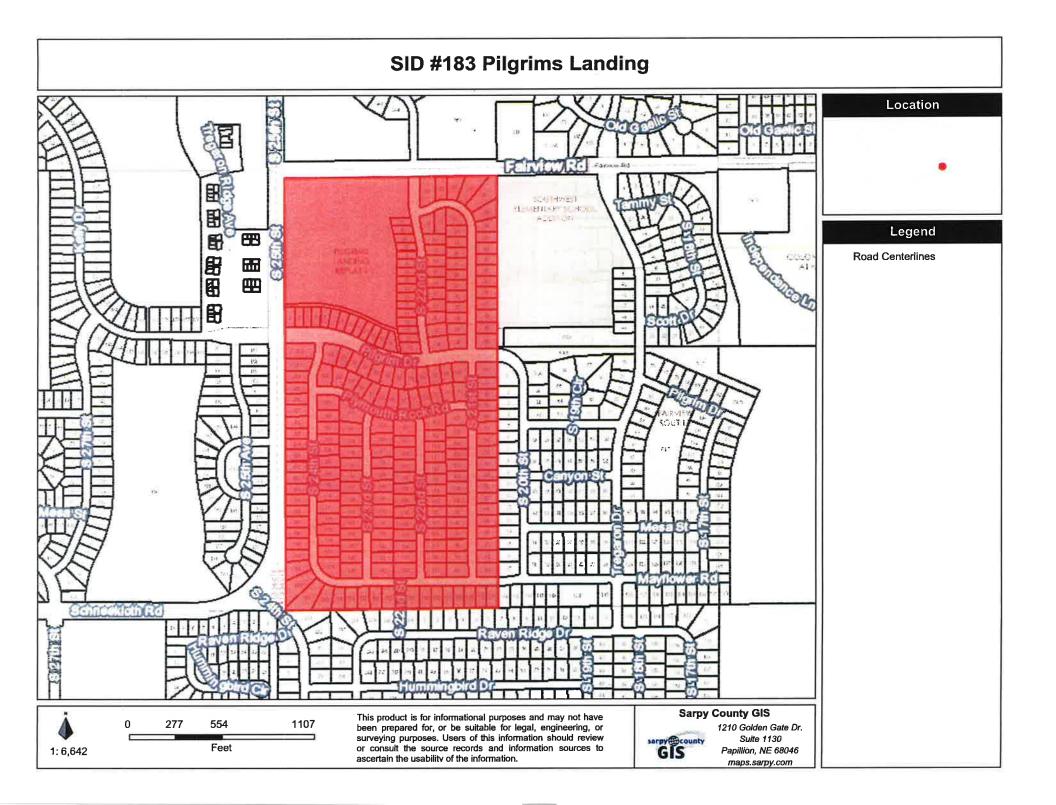
(b) As of June 30, 2018, the last audit date(c) Based on current levy of 0.61

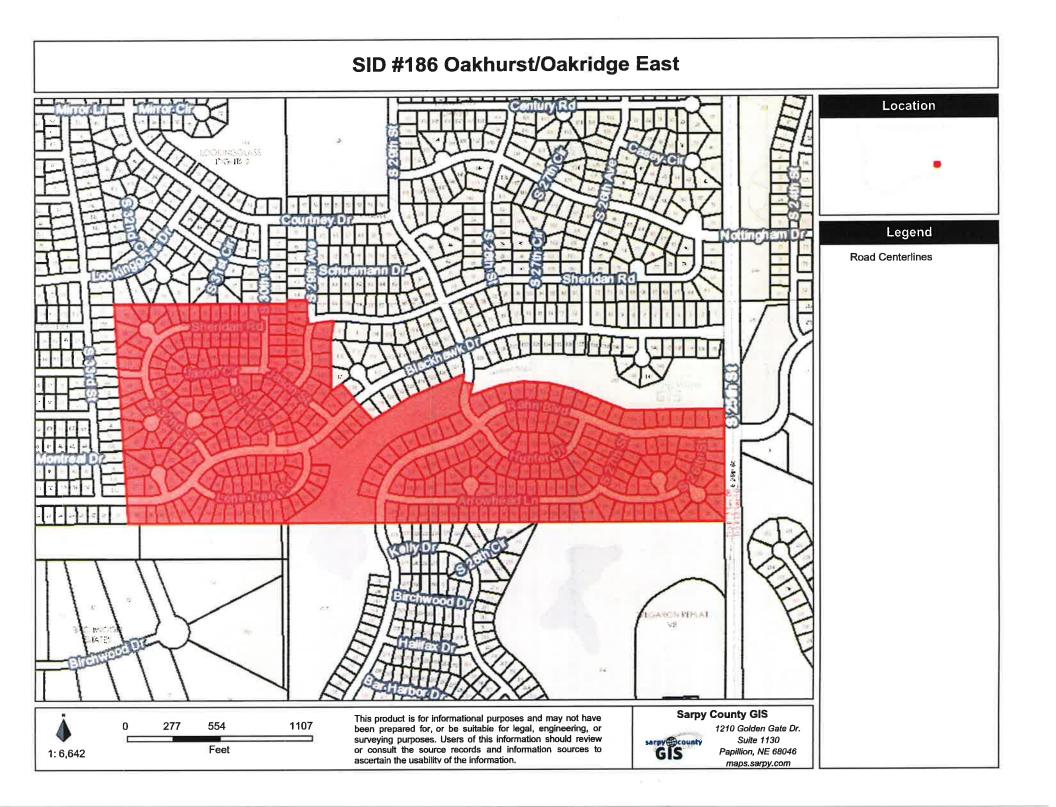
(d) As of June 30, 2019

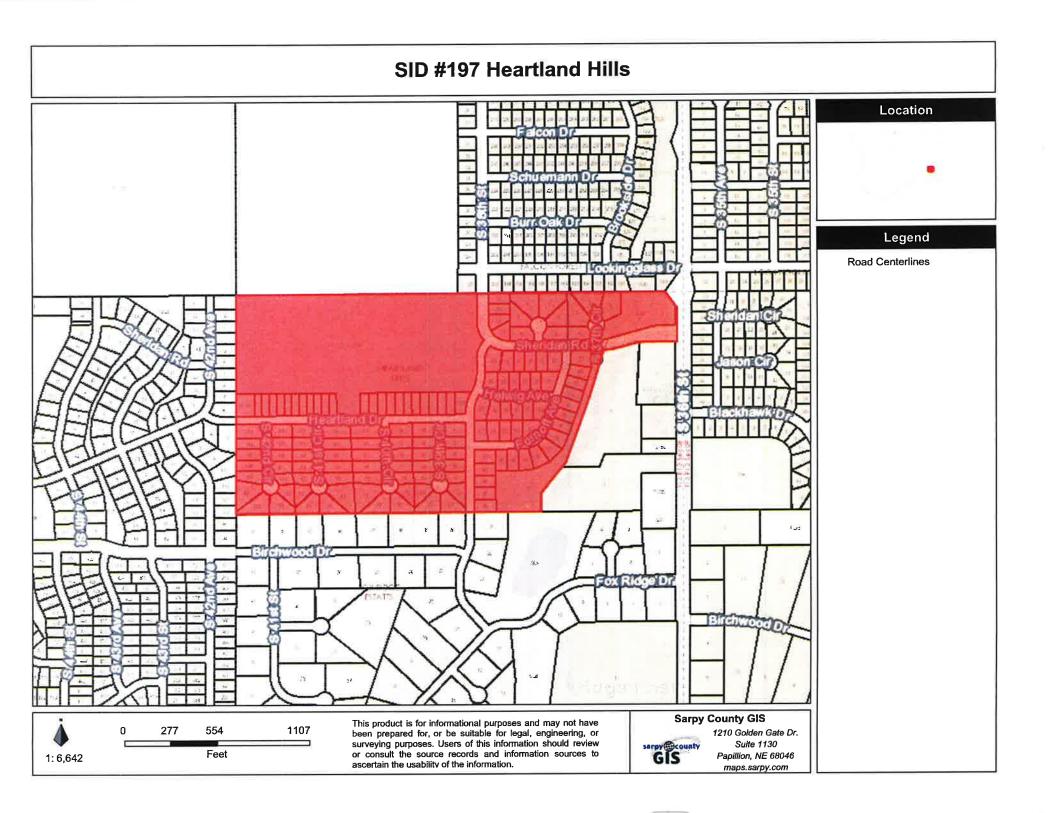


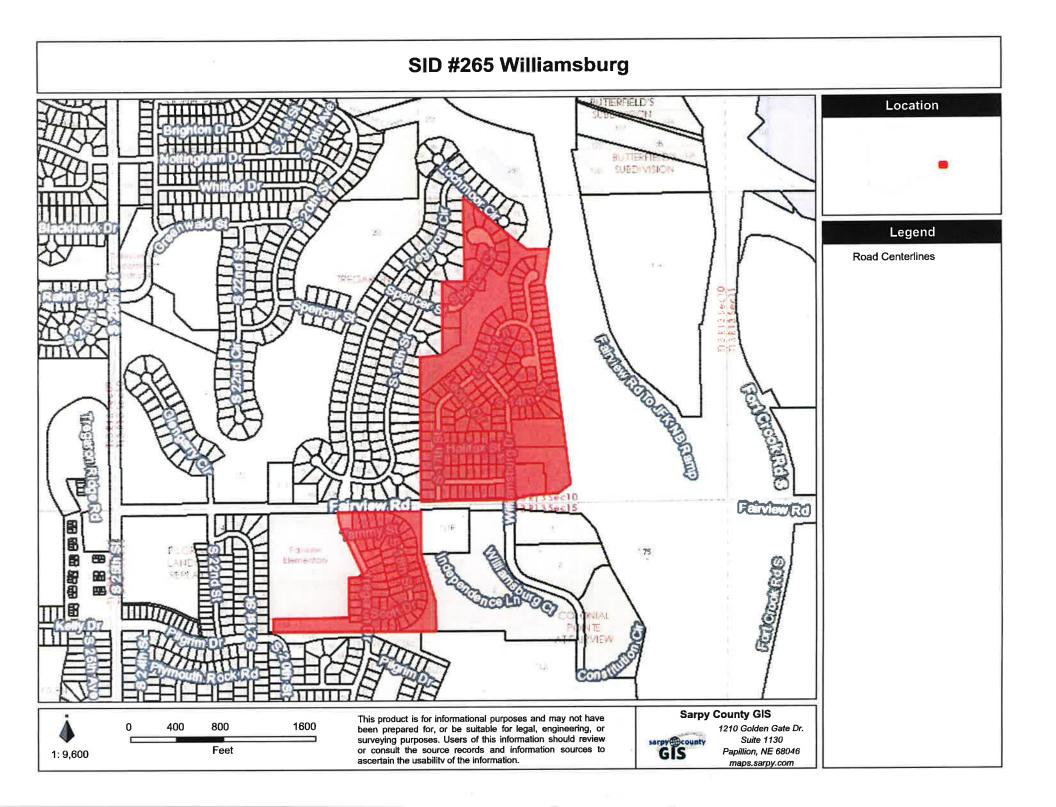


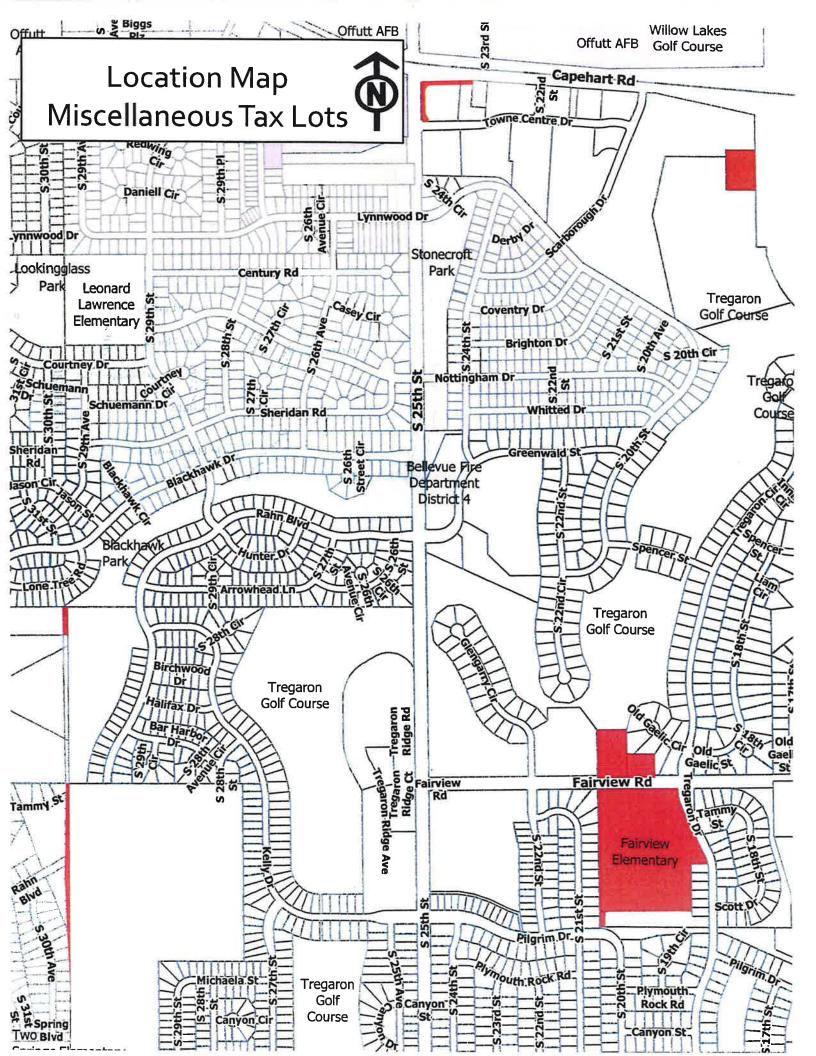












#### **Chris Shewchuk**

From: Sent: To: Subject: Jim Shada Thursday, July 18, 2019 8:10 AM Chris Shewchuk Re: Annexation review

Please find listed below additional information concerning the annexation: Open Space & Parks Acres - 30 acres Trials & Tree Maintenance 3 - Playgrounds 1/2 Acre Pond upkeep Thanks, Jim

From: Jim Shada Sent: Monday, July 15, 2019 1:20:49 PM To: Chris Shewchuk Subject: Re: Annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 2 additional full time staff and 2 Hustler Z104 riding lawn mowers(estimated cost is \$21,000 per lawn mower). This is based on the acres of open space, trial maintenance, tree maintenance and maintaining the pond area. Thanks, Jim

From: Chris Shewchuk Sent: Thursday, July 11, 2019 9:53:22 AM To: Jim Shada Subject: FW: Annexation review

Jim,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris



# MEMO

To: Chris Shewchuk-Planning Director

From: Amanda Parker-Human Service Manager

Date: July 2, 2019

Re: Annexation Information Review

This is to inform you that I have reviewed the areas in the proposed annexation that include:

		Estimated Impact
#67 #171	Normandy Hills	High
#171 #177	Tregaron Fox Ridge Estates	High Low
#182	370 Pointe	Low
#183	Pilgrims Landing	Low
#186	Oakhurst/Oakridge East	Medium
#197	Heartland Hills	Low
#242	Cedar View	Low
#265	Williamsburg	Low

I have concluded that from the review for these areas, the Specialized Transportation Service would see a tremendous increase in demand for service from these proposed areas since there are a great deal of private residences within their boundaries as well as Senior Living Homes, specifically Tregaron and Normandy Hills. We receive several calls a week concerning services in these areas. The financial impact and increase of equipment/personnel on the department is hard to tell as we will have to see just how many residents utilize our services. If the maximum number of residents living in these areas apply to utilize our services, we will have to adjust how we run the transportation in order to not add an additional route. In addition, our secretary will need assistance in keeping up with the increase of phone calls and office responsibilities.

#### **Chris Shewchuk**

From: Sent: To: Subject: Ashley Decker Thursday, July 11, 2019 3:17 PM Chris Shewchuk RE: Annexation review

The only real impact it would have on our department would be fuel cost for the added clients we would pick up with the mini bus service. It is hard to quantify that because we don't have an elderly or disabled census of the areas. When working with Rich on the budget we used a factor of a 20% increase in fuel cost, so I would run with that as our best estimate. Approximately \$5,500. No additional personnel should be needed.

Ashley Decker, SPHR, SHRM-SCP Human Resources Manager

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Thursday, July 11, 2019 9:55 AM To: Ashley Decker <ashley.decker@bellevue.net> Subject: FW: Annexation review

#### Ashley,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris

From: Chris Shewchuk Sent: Friday, June 14, 2019 10:15 AM To: Bobby Riggs <<u>Bobby.Riggs@bellevue.net</u>>; Epiphany Ramos <<u>epiphany.ramos@bellevue.net</u>>; Jim Shada <<u>Jim.Shada@bellevue.net</u>>; Mark Elbert <<u>Mark.Elbert@bellevue.net</u>>; Perry Guido <<u>Perry.Guido@bellevue.net</u>>; Susan Kluthe <<u>Susan.Kluthe@bellevue.net</u>>; Todd Jarosz <<u>Todd.Jarosz@bellevue.net</u>>; Julie Dinville <<u>Julie.Dinville@bellevue.net</u>>; Ashley Decker <<u>ashley.decker@bellevue.net</u>>; Amanda Chandler <<u>amanda.parker@bellevue.net</u>> Cc: Jeff Roberts <<u>Jeff.Roberts@bellevue.net</u>>; Jim Ristow <<u>jim.ristow@bellevue.net</u>>; Richard Severson <<u>richard.severson@bellevue.net</u>> Subject: Annexation review

All:

The City is moving forward with the annexation of up to sixteen Sanitary and Improvement Districts; to make it a little bit easier on ourselves, we have divided the SIDs into two groups. The first group consists of the following nine SIDs:

#67 Normandy Hills #171 Tregaron



City of Bellevue Waste Water Department 8902 Cedar Island Road • Bellevue, Nebraska 68147 • (402) 293-3135

To: Chris Shewchuk CC: Jeff Roberts From: Epiphany Ramos RE: Annexation Report Request Dated 06/14/2019 Date: July 11, 2019

I have reviewed the proposed annexation areas and have found the sanitary infrastructure to be satisfactory in most area, however there is a trunk line in SID 171 that will be needing some substantive repairs/ rehabilitation scheduled. The remaining areas and infrastructure will require minimal repairs needed upon annexation. Immediate intense cleaning and inspection will be required upon annexation which will take approximately 8 months for my current staff to complete and will create backlog for the existing scheduled work load. Once this initial cleaning and inspection is completed, routine maintenance and scheduled capital improvement planning should begin. Our operating margin is currently at approximately 30%, we would be able to maintain this margin within these locations as well based on increased revenues and increased expense projections.

The below chart contains the basic information requested for these areas, Total FTE (full-time employee) required is annually. Additional maintenance equipment would need to be purchased. The current cost for the additional fleet united needed is estimated at \$250,000.00. A total of two additional employees will be required to maintain current department operations and maintenance plan.

		PIPE	мн	Est # Units	Annual Est Revenue	Remaining Life of Assets	Total FTE needed for Maintenance
SID	171	18552	82	240	\$177,984.00	30	0.46
	177	7928	27	51	\$ 37,821.60	27	0.20
	182	1716	11	76	\$ 56,361.60	27	0.04
	183	9171	44	212	\$157,219.20	27	0.23
	186	11279	39	305	\$226,188.00	28	0.28
	197	10930	26	134	\$ 99,374.40	30	0.27
	265	8246	53	200	\$148,320.00	34	0.21
						Total FTE	
						Required	1.70



#### **Chris Shewchuk**

From:	Susan Kluthe
Sent:	Tuesday, July 16, 2019 11:12 AM
То:	Chris Shewchuk
Subject:	RE: Annexation review

Just a little information for the annexation review.

#171Tregaron(We would gain some revenue here due to liquor licenses and tobacco licenses)#177Fox Ridge Estates

- #182 370 Pointe
- #183 Pilgrims Landing
- #186 Oakhurst/Oakridge East
- #197 Heartland Hills

#265 Williamsburg (We would gain a little revenue for a liquor & a tobacco license)

As far as additional expenses or employee time, it would be minimal.

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Friday, July 12, 2019 8:42 AM To: Susan Kluthe <Susan.Kluthe@bellevue.net> Subject: RE: Annexation review

Off the top of my head:

Tregaron—Golf Course, Wal-Mart Neighborhood Market, Kwik Shop, and Sina Way Chinese Restaurant all have liquor licenses. Several other businesses, but I'm not sure if any have liquor licenses 370 Pointe—several businesses, I don't think any of them would have liquor licenses Williamsburg—Kum and Go would have a liquor license, no other businesses

The other four SIDs are all residential, I am not aware of any businesses in them.

From: Susan Kluthe Sent: Friday, July 12, 2019 8:02 AM To: Chris Shewchuk <<u>Chris.Shewchuk@bellevue.net</u>> Subject: RE: Annexation review

Sorry Chris I have been sick and out of office last 2 days. Could you please let me know what businesses & maybe their addresses for the proposed annexed areas? If any of them have liquor licenses, I will have to know who they are. As far as additional personnel or equipment needs we will not need anything. The only thing I for see is additional revenue for liquor licenses, tobacco licenses, and if there would happen to be a business like a grooming shop which would also require a license.

Thanks! Susan

# RELLEVUE TREASEN

City of Bellevue Bellevue Public Library 1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

# Memo

To: Chris Shewchuk, Planning Director

From: Julie Dinville, Library Director

Date: 7/12/2019

The major concerns with annexation and the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Tregaron #171, Fox Ridge Estates #177, 370 Pointe #182, Pilgrims Landing #183, Oakhurst/Oakridge East #186, Heartland Hills #197, and Williamsburg #275).

According to the figures you provided, there is an approximate population of about 4,180 persons in all the SIDs concerned. We estimate that we have approximately 2,000 membership cards to these areas. Even with the inactive memberships removed, this will have a significant effect on our non-resident membership revenues per year (a household membership is \$40.00 annually).

Secondly, we currently spend about \$4.00 per cardholder for materials. If we were to add an additional 1,000 card memberships, that would result in a need for an additional \$4,000 to add to our materials budget to purchase enough titles/copies to meet demand (including digital materials). If more were added, additional funds would be needed.

Also, we continue to be stretched in regards to program capacity. High-demand programs such as our Summer Library Program for children are at capacity. We held 85 programs this summer, and for the 20 that required registration, we were completely full with waiting lists for all of them. Our Children's Department is run by one full-time and one 25-hour/week assistant. If we continue to add families to our membership, the library would need to increase staff hours, either by hiring an additional part-time person, or by making our assistant full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Additionally, building size is a consideration for us for lack of meeting room/programming space and to house a collection that is meeting the needs of a larger membership audience.





Error! Main Document Only. City of Bellevue Street Department 206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

# **MEMORANDUM**

To:Chris SchewchukPlanning DirectorCc:Jeff RobertsPublic Works DirectorFrom:Bobby RiggsStreet SuperintendentSubject:June 2019 Annexation Package Review – Pt 1Date:June 24, 2019

#### I. SID Areas

 $\triangleright$ 

Lane Mile Additions and Annual Street Lighting Costs

- Package Totals: <sup>1</sup>Lane Miles = 40.96 <sup>2</sup>Annual Street Lighting Cost = \$101,313.96
  - > #67 Normandy Hills
    - Lane Miles = 5.36
    - OPPD annual street lighting cost = \$16, 355.52
  - > #171- Tregaron
    - Lane Miles = 11.17
    - OPPD annual street lighting cost = \$20,046.96
  - #177 Fox Ridge Estates
    - Lane Miles = 3.41
    - OPPD annual street lighting cost = \$1,866.24
  - > #182 370 Pointe
    - Lane Miles = 0.55
    - OPPD annual street lighting cost = \$0
    - #183 Pilgrims Landing
      - Lane Miles = 5.64
      - OPPD annual street lighting cost = \$14,313.72
  - > #186 Oakhurst/Oakridge East
    - Lane Miles = 6.24
      - OPPD annual street lighting cost = \$21,957.72
  - > #197 Heartland Hills
    - Lane Miles = 3.21
      - OPPD annual street lighting cost = \$10,692.12
  - ➢ #242 Cedar View
    - Lane Miles = 0.58
    - OPPD annual street lighting cost = \$2,423.28
  - #265 Williamsburg
    - Lane Miles = 4.80
    - OPPD annual street lighting cost = \$13,658.40





#### II. MANPOWER NEEDS

#### Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, 2018, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street sweeping on 568.47 lane miles of roads.

(Note: This number does not incorporate the most-recent annexations in spring of 2019).

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1employee per 12.74 lane miles, an average of 1970's (1:5.88) and 2013 (1:19.60) rates.

This package would warrant 3 full-time positions in year one, in an ongoing effort to hit target staff levels required to adequately maintain the street system in the City.

FY 19-20 increased department Personnel cost assumption, above current levels - \$150,000.

#### III. EQUIPMENT NEEDS

#### Snow removal, route equipment

In order to provide current levels of service during snow removal operations, the department, in the winter of 2018-19, used thirty-four (34) pieces of equipment to clear roads in the winter. This averages 16.72 lane miles per unit. While the proposed areas in this package would not quite meet the threshold required to add three (3) pieces of equipment, I feel we would be best served by adding up to three route trucks.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$641,000.

(Note – this number is in addition to anticipated replacement of current, aging snow clearing equipment submitted for the upcoming FY19-20 budget).

#### IV. DEPARTMENT OPERATIONAL BUDGET

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

The FY 18-19 budget funded operational expenses to maintain the street system (568.47 lane miles) at \$2,189,954. This would provide for a rate of funding of 3,852.37 per lane mile. This first portion of this package, 40.96 lane miles, would require a funding adjustment of 7.2% above last budgeted levels to meet annual needs. Assuming last year's operational budget as a baseline, with a 2.5% adjustment for cost increases in 2019-20, that baseline would increase to nearly \$2.25 million dollars. Adjusted operational costs to add the proposed areas should reasonably add approximately \$160 thousand to the annual operational budget.

First-year operational budget needs will approach \$2.4 million to perform current yearly maintenance. This number does not factor in the request for additional staff or potential regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly 25 thousand dollars for signs, posts and hardware to cover the nine areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

Estimated need for first-year operational budget increase w/o additional personnel: \$162,000.





#### V. Capital Improvement Plan (C.I.P) / 1- and 6-Year Street-Related Projects

#### Maintenance and Reconstruction Projects

The following are potential considerations for short- and long-term Capital Improvement Plans.

- Plans for contractual work to install curb ramps in both Blackhawk and Oakhurst/Oakridge East will need to be added to the existing plan and completed within 3 years of annexation. Costs could approach \$80-100 thousand dollars.
- Heartland Hills will need to contracted project to address pavement deterioration, inlet repairs, and curb ramp installs within two years of annexation. Costs could easily top \$100 thousand dollars to address immediate needs.
- Design and engineering plans should be considered within the first 5 years following annexation for widening and reconstruction of 25<sup>th</sup> St from Lynwood Dr to Fairview, including traffic signal installation at the intersection of 25<sup>th</sup> & Fairview Rd.
- The City would also acquire the bridge on Maass Rd (370 Pointe). The bridge will need to be put into our annual inspection schedule. Sarpy County will have the latest inspection data for conditions and maintenance needs.

#### VI. Highway Allocation

#### Projected revenue increase

Highway Allocation funding for part 1 of the package, 40.96 lane miles, is fluid and subject to change with revenue fluctuation. Current per lane mile projections are not available from the State. Projections in this report are solely based on City's budget with projections reduced to a per lane mile estimate. FY 18-19 Budget - \$4,791,018 for 2018 lane mile totals.
The FY18-19 budget projects revenue at \$8,427.92 per lane mile.
Using this as a baseline:
12-month anticipated increase to Highway Allocation levels would be \$345,207.60.





## **MEMORANDUM**

To:Jeff RobertsFrom:Todd JaroszSubject:Additional AnnexDate:6-19-2019

After reviewing the current annexation plans for the City of Bellevue it raises some substantial concerns. Having all the CIP expansion for the Fleet and Fabrication Department removed from the 2019 projects, has already set the department productivity and efficiency backwards. Further annexation additions without proper Fleet Department expansion will amplify the situation.

The current Fleet facility is based on a 1995 study that was to be sufficient through 2015. In the 1995 study it did not include the extreme work load of a paid Fire Department or the current annexation plans. Also, with the recent flooding of the Fabrication facility and having to move that operation to the Fleet facility it has now cut into Fleets provision by over 25% increasing the congestion.

The previous proposal for the Fleet department expansion and the additional building for the Fabrication side is even more critical. With out the addition, in the future Fleet will be forced to outsource more and more work at a 100%-200% increase in price along with additional down time.

To readdress the conditions and circumstances that warrant the expansion of the Fleet Department would be in the best interest of the City of Bellevue and would be found to be necessary.



City of Bellevue Fleet Maintenance Department 2012 Betz Road - Bellevue, Nebraska 68005 • (402) 293-3129

# **MEMORANDUM**

То:	Jeff Roberts
From:	Todd Jarosz H
Subject:	Fleet Maintenance - Anticipated Personnel and Facility Needs
Date:	October 30, 2018

As planners and developers consider the future of a larger land mass and population for the City of Bellevue through annexation, the Fleet Maintenance department would like to propose its anticipated personnel and facility needs a larger Bellevue would present.

It would be necessary to add a minimum of 1 diesel tech and 1 auto tech to my staff to handle the increased work load. The mechanic shop, built in 1999, has eight work bays, one area for small engine repair and a wash bay. The work load for the shop has increased tremendously in the past 5-8 years. Currently, eight bays have become insufficient to service the needs of the city, annexation will create a heavier burden. We anticipate a 50% increase in work load for most of the departments within the city and 150% increase work load for the Fire department. With more personnel and increased work load it is clear that we need to expand. I propose a minimum of 6,000 additional square feet of shop floor space to adequately perform our jobs. We would also request an additional 2,000 square feet of office space, break room and storage area as we have outgrown the space we currently have.

It will also be necessary to construct an additional building to house the Fabrication department on the grounds in which Fleet Maintenance operates on Betz Road. The Fabrication department is managed by the Fleet Maintenance Superintendent, orders supplies through our parts room and performs tasks that often times are reported by our techs/mechanics. Currently the Fabrication Shop operates out of one of the Street department's shops on the southern edge of Bellevue. Relocating the Fabrication operations to Fleet Maintenance facilities will make for a smoother, more efficient process and would eliminate commuting between the two locations. The estimated size of the proposed facility would be approximately 5,000 square feet with 4 work bays, office space and restrooms.

# Yearly work order average per week

- 2008 Averaged 18-25 Work orders per week
- 2010 Averaged 18-25 Work orders per week
- 2012 Averaged 25-27 Work orders per week
- 2014 Averaged 27-30 Work orders per week
- 2016 Averaged 29-30 Work orders per week
- 2017 Averaged 35-40 Work orders per week
- 2018 Averaged 42-45 Work orders per week
- 2019 Averaging 50-53 Work orders per week

The Fleet Facility is a working structure base on a growth study of Bellevue from 1995 through 2015.

The yearly growth after 2015 has almost double the capacity of the projected growth for this facility.

The physical size and staffing to run the Fleet facility have not increased in size to keep up with the demands of the growth of the City of Bellevue. The failure to expand or not to immediately proceed with the proper action to resolve this situation, will result in back logged work, failure to react and repair emergency equipment in a safe time line and the farming out of more repairs to extremely expensive low quality sub-contracting shops.

None of this reflects the addition of the Fabrication Department being relocated at the Fleet Maintenance building, due to the 2019 Food. With the Fabrication, there is additional work orders and the loss of work space hindering the operation of the Fleet Department.

### **BPD ANNEXATON NEEDS**

7-5-19

Currently the Department is budgeted for 95 sworn police officers to provide services to a population of 53, 434 people. (2018 Census Bureau). This equates to 1.77 police officers per 1,000 residents. This average is below the National average of 2. Using this data one could proclaim that taking on the additional 11,175 residents could require an additional 19 to 20 sworn police officers. By way of furthering this point I included a list of Nebraska cities with similar populations to 11,175 and the sworn staff range from 14 to 28 in these communities.

We currently average 46901 calls for service per year according the Sarpy CAD System. We have studied the call load for each subdivision in this package and determined that our calls for service will increase by roughly 7%. We are authorized 100 sworn staff at our current population and calls for service so this annexation call load would justify 7 additional staff.

I would propose to maintain our current level of service that the increase in staff is not solely driven by population so the thought of increasing our sworn staff to 19 or 20 is likely unnecessary and would take about 5 years to accomplish with hiring, training, and attrition accounted for.

It is my opinion that an additional 4 road patrol officers and 2 cruisers to build a new patrol district will handle the street portion of this annexation.

It is my opinion that an additional family crimes detective will be needed to address those needs associated with this annexation package.

It is my opinion that an additional 2 cyber crimes detectives with be needed to address the needs of this annexation package. (this unit is under staffed and falling behind already with the spiking technology aspects to nearly all of our cases).

It is my opinion that an additional code enforcement officer and a pick-up truck will be needed to address the Code aspect of this annexation package.

In total that is 7 sworn police officers, 1 non sworn code officer, and 3 vehicles.

Our records division and property and evidence divisions should be able to take this annexation on without additional staff at this time.

2 that

**Chief Mark Elbert** 

# Ordinance no. <u>3956</u>

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, 2, and 4, and Outlot 1, 370 Pointe Lots 1 and 2, 370 Pointe Replat 1 Tax Lot 28B, Section 32, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on October 1, 2019.

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

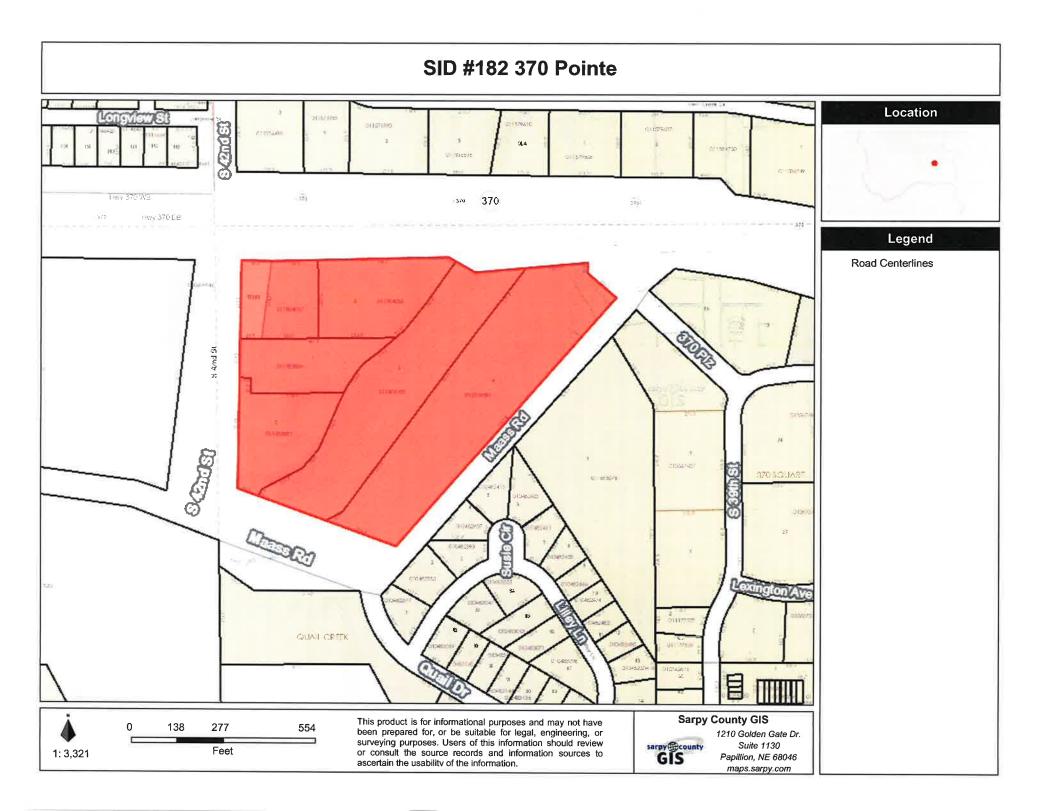
APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor



#### CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	August 6, 2019	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION
SUBMITTED BY:		LIQUOR LICENSE
Chris Shewchuk, Plannir	na Director	ORDINANCE -
	19 01100(01	PUBLIC HEARING
		RESOLUTION
		CURRENT BUSINESS
		OTHER (SEE CLERK)

#### SUBJECT:

Request to annex Sanitary and Improvement District #183, Pilgrims Landing. Applicant: City of Bellevue.

#### SYNOPSIS:

A review of the SID debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of this area indicates it is feasible for the City to annex SID #183 at this time. This annexation is part of an annexation package consisting of seven SIDs.

#### FISCAL IMPACT:

This annexation package would have a positive fiscal impact on the City based upon current and projected revenues and expenses associated with the annexation.

#### BUDGETED ITEM: YES VO

PROJECT # & TRACKING INFORMATION:

N/A

#### RECOMMENDATION:

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

#### BACKGROUND:

ATTACUMAENTE.

See attached Planning Department memorandum regarding the fiscal analysis and department review of the proposed annexation package.

ATTACHIMENTS.		
1 PC recommendation	on 4	
2 Planning Departmen	nt staff memo 5	
3 Proposed Ordinance	xe / 5	
SIGNATURES: ADMINISTRATOR APPROVAL:	Sour All-	
FINANCE APPROVAL:	1/1/ hu	
LEGAL APPROVAL:	S. Burkollin	

### 8/20/19 12d.

# City of Bellevue

### PLANNING COMMISSION RECOMMENDATION

City of Bellevue

CITY COUNCIL HEARING DATE:	August 20, 2019

**REQUEST:** 

**APPLICANT:** 

to annex Sanitary and Improvement District #183, Pilgrims Landing

On July 25, 2019, the City of Bellevue Planning Commission voted five yes, zero no, zero abstained, and four absent to recommend:

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

#### VOTE:

Yes:	Five	No:	Zero	Abstain:	Zero	Absent:	Four
	Casey	1					Aerni
	Cain						Perrin
	Jacobson						Smith
	Ackley						Cutsforth
	Ritz						

Planning Commission Hearing (s) was held on: July 25, 2019

City of Bellevue Office of the Planning Department

То:	Mayor Hike
	City Council
	City Administrator Jim Ristow
From:	Chris Shewchuk, Planning Director
Date:	July 30, 2019
Subject:	City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following seven Sanitary and Improvement Districts into the city limits:

SID #171TregaronSID #177Fox Ridge EstatesSID #182370 PointeSID #183Pilgrims LandingSID #186Oakhurst/Oakridge EastSID #197Heartland HillsSID #265Williamsburg

In addition to these SIDs, we are also proposing the annexation of an additional nine parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Maps of the SID boundaries and the nine additional lots are attached to this report.

#### FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The seven SIDs proposed for annexation have an assessed valuation for 2019 of \$329,246,687 which will generate \$2,008,980 of property tax revenue for the City. The SIDs also currently have \$2,495,412 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$12,740,000 in outstanding bonded indebtedness and \$146,312 in construction fund warrants. Annual debt payments for the bonded indebtedness are \$1,151,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual

debt service payments. The construction fund warrants are short term, higher interest debt and are expected to be paid almost immediately after annexation. Annual tax revenue after debt service payments is expected to be \$857,405 prior to accounting for how the cash and investments are utilized. The nine unincorporated lots will add another \$750,042 of valuation and \$4,575 of tax revenue to the annexation package. A chart showing figures for the individual SIDs is attached for your review.

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

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

#### **DEMOGRAPHICS**

The areas proposed for annexation consist of 1,209 parcels and 1,663 dwelling units, including apartments. The population estimate of 4,357 is based upon the 2010 Census average household size of 2.62 persons per dwelling unit.

#### DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Below is a summary of those comments; full responses are attached to this report.

<u>Parks Department</u>—30 acres of parks and open space, trails and tree maintenance, three playgrounds,  $\frac{1}{2}$  acre pond; need for two additional full-time staff and two Hustler Z104 riding lawn mowers (estimated cost is \$21,000 per lawn mower)

<u>Human Resources/Human Services</u>—additional fuel cost of \$5,500 for increased transportation services; high impact on transportation services from SID 171 due to senior living facility; equipment and personnel needs difficult to determine until full demand for services is seen; depending upon demand, transportation service routes may have to be adjusted in order to not add an additional route

<u>Wastewater</u>—most sanitary infrastructure is in satisfactory condition requiring minimal repairs upon annexation, however there is a trunk line in SID 171 which will need substantive repairs/rehabilitation; intense cleaning and inspection will take about eight months and create a backlog for the existing scheduled work load; need for two additional full-time employees and maintenance equipment (estimated at \$250,000); estimated annual revenue is approximately \$903,000; approximately 60-65% of revenue is paid to City of Omaha for wastewater treatment, remaining revenue will allow department to absorb additional expenses <u>City Clerk</u>—some additional revenue from liquor licenses and tobacco licenses; minimal additional expenses or employee time requirements

<u>Library</u>—loss of revenue due to current paid members coming into the city; increase in material costs (estimated 1,000 new members @ \$4 per member = \$4,000); many current programs are at capacity; additional memberships would result in need for additional staff; building size is a consideration with the need to house a collection to meet the needs of a larger membership audience and a lack of meeting room/programming space

<u>Street Department</u>—additional 35.02 lane miles to maintain; increase in State Highway Allocation funding of \$295,145.756; annual street lighting cost \$82,535.16; three additional full-time personnel (\$150,000); increase in operational expenses (\$163,000); capital expenses (three trucks \$641,000); short- and long-term capital considerations: curb ramps in Oakhurst/Oakridge East, Heartland Hills pavement deterioration and other repairs, design and engineering for widening and reconstruction of 25<sup>th</sup> Street from Lynnwood Drive to Fairview Road, bridge inspections on Maass Road (370 Pointe)

<u>Fleet Maintenance</u>—expressed concerns regarding the need to expand the Fleet Maintenance Facility which was built to be sufficient through 2015, but did not account for the extreme load of a paid Fire Department and current annexation plans; Fabrication Department has moved into the facility due to flooding; more work may need to be outsourced at a 100 - 200% increase in price and more down time

<u>Police</u>—analyzed calls for service for <u>all</u> SIDs currently under consideration for annexation; data showed a potential increase of 7% in calls for service; to maintain current service levels, the addition of seven sworn officers, one non-sworn code officer, and three vehicles would be necessary; the SIDs in this annexation proposal represent approximately 52% of the potential increase in calls for service, therefore an additional four personnel and two or three vehicles would be necessary as a result of this annexation

#### AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, fire response (although many areas are currently served by the Bellevue Fire Department through the Eastern Sarpy Fire District), wastewater service, trash removal, free library cards, and specialized transportation services.

#### Property taxes

The overall property tax levy will decrease for most new residents of the City as shown in the chart below, only SID #183 would show a slight increase in property taxes (based upon current levy amounts). In determining future taxes, the levies for the SID and the fire districts were removed and replaced with the City tax levy. SID #182 is higher than the others because it is in the Papillion-LaVista School district. SID #186 is split between the Eastern Sarpy and Papillion Fire Districts accounting for the difference in the current levy shown below; this difference will be eliminated with the annexation.

SID #		Current Levy	In-City Levy	Change in Levy	Tax change per \$100,000
171		2.274010	2.198227	-0.075783	(\$75.78)
177		2.702219	2.198227	-0.503992	(\$503.99)
182		2.774194	2.378485	-0.395709	(\$395.71)
183		2.164010	2.198227	0.034217	\$34.22
186	PFD	2.263963	2.198227	-0.065736	(\$65.74)
186	ESFD	2.314010	2.198227	-0.115783	(\$115.78)
197		2.381165	2.198227	-0.182938	(\$182.94)
265		2.434008	2.198227	-0.235781	(\$235.78)

The unincorporated areas will have a more significant increase in their property tax rates since they are not currently paying a SID tax. Four of the parcels are not taxed as they are City or school property; the tax rate will change from 1.77401 to 2.198227—an increase of 0.424217 or \$424.22 per \$100,000 of valuation—on four of the remaining parcels, and the final parcel will see a levy change from 1.723963 to 2.198227—an increase of 0.474264 or \$474.26 per \$100,000. (This final parcel is only valued at \$525.)

Property tax changes will be effective for taxes assessed in 2020 and due in 2021.

#### Sales Taxes

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

### Trash pick-up

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

### School Districts

The annexation has no effect on school district boundaries.

### Planning, Zoning, Building Permits

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

### Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$15.44. Non-residents pay the City of Omaha minimum fee of \$35.28, new residents will see a monthly savings of approximately \$20.

#### Other

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

#### PLANNING DEPARTMENT RECOMMENDATION

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

#### PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of the annexation package based upon compatibility with surrounding neighborhoods, positive financial impact on the City, and natural growth and development of the City.

SID #	SID NAME	BONDED DEBT(a)	GENERAL FUND WARRANTS(b)	ANNUAL DEBT SERVICE	2019 VALUATION	CITY TAX REVENUE(c)	TAX REVENUE MINUS DEBT SERVICE	CASH AND INVESTMENTS(d)
171	Tregaron	\$4,715,000	\$24,310	\$371,000	\$112,613,844	\$686,944	\$315,944	\$560,199
177	Fox Ridge Estates	\$1,815,000	\$0	\$120,000	\$19,375,596	\$118,191	(\$1,809)	\$303,696
182	370 Pointe	\$655,000	\$0	\$50,000	\$9,333,684	\$56,935	\$6,935	\$215,764
183	Pilgrim's Landing	\$1,080,000	\$0	\$150,000	\$52,694,395	\$321,436	\$171,436	\$325,490
186	Oakhurst/Oakridge East	\$1,050,000	\$36,555	\$145,000	\$56,979,733	\$347,576	\$202,576	\$232,824
197	Heartland Hills	\$1,215,000	\$85,447	\$140,000	\$33,103,109	\$201,929	\$61,929	\$293,440
265	Williamsburg	\$2,210,000	\$0	\$175,000	\$45,146,326	\$275,393	\$100,393	\$563,999
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,246,687	\$2,008,405	\$857,405	\$2,495,412
	Unincorporated lots	\$0	\$0	\$0	\$750,042	\$4,575	\$4,575	\$0
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,996,729	\$2,012,980	\$861,980	\$2,495,412

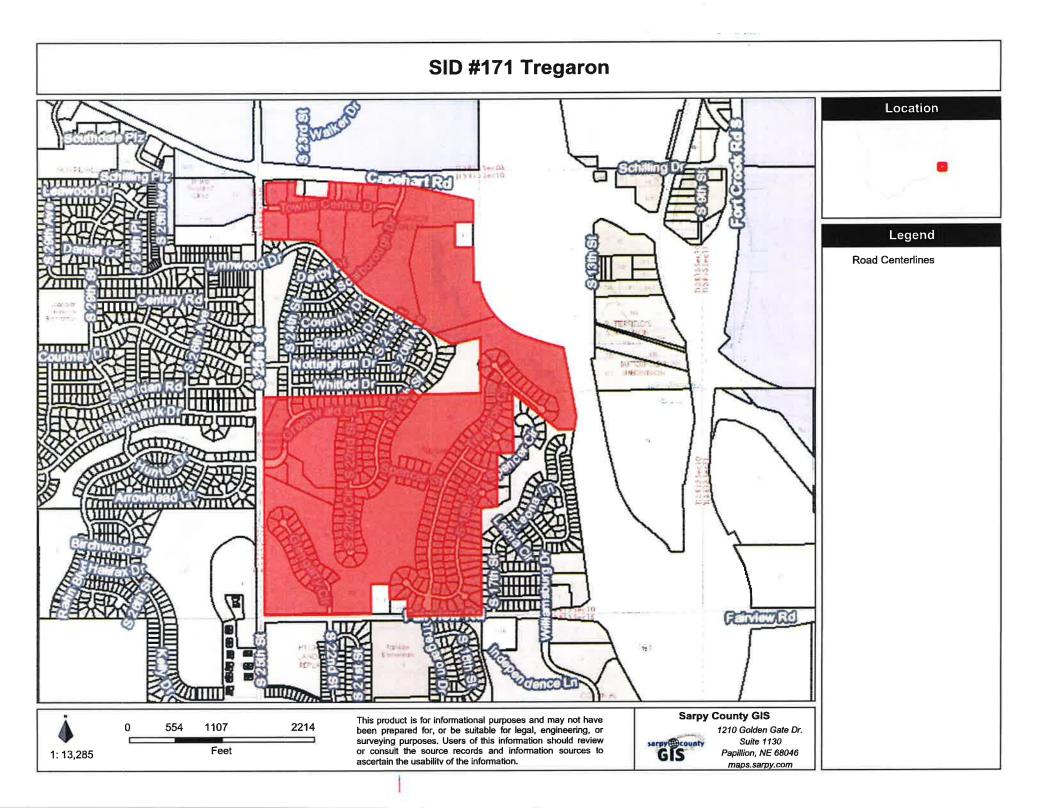
NOTES:

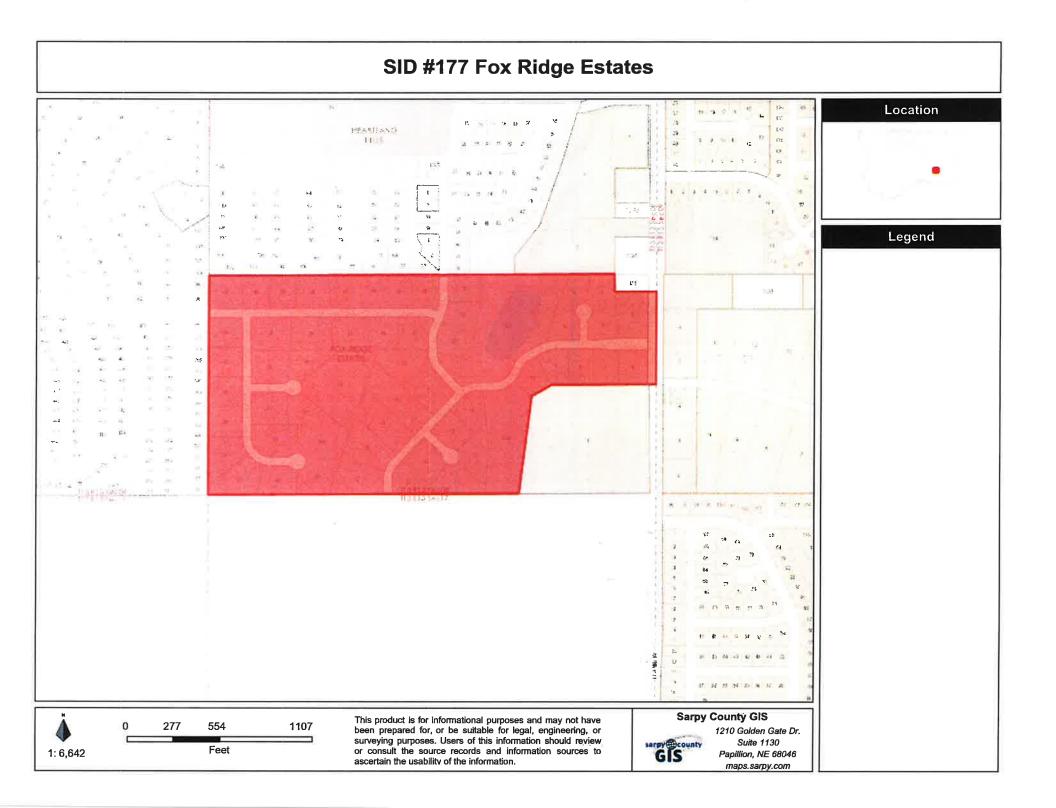
(a) As of July 1, 2019

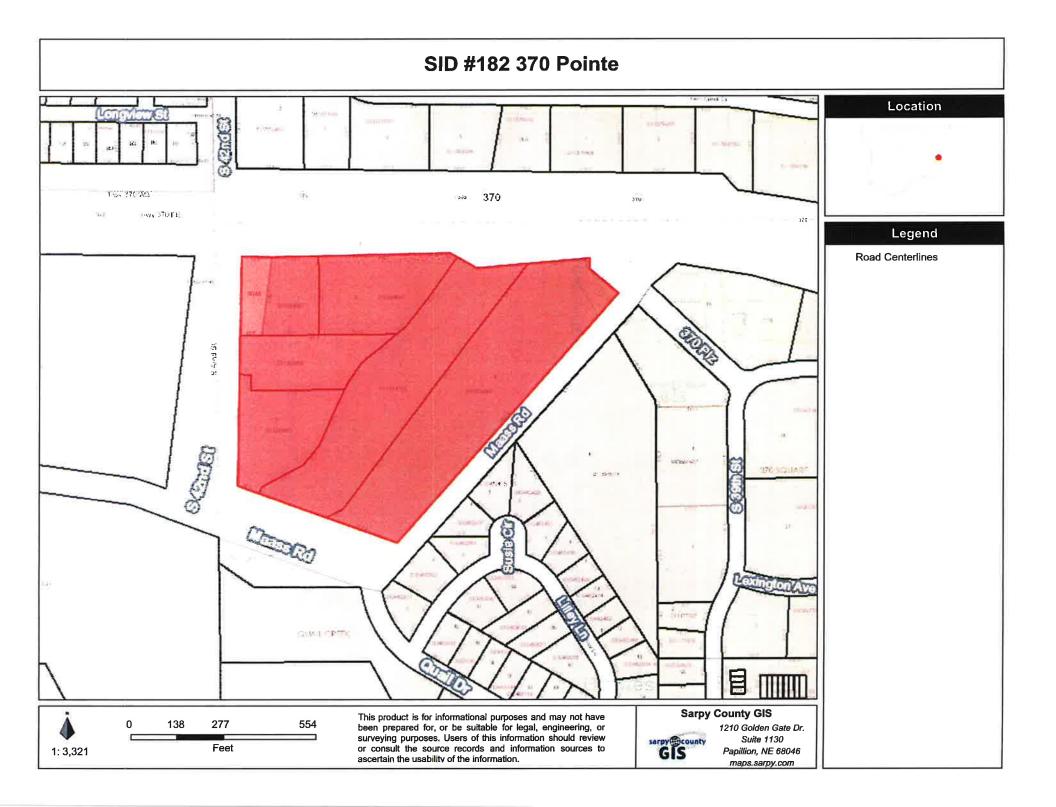
(b) As of June 30, 2018, the last audit date

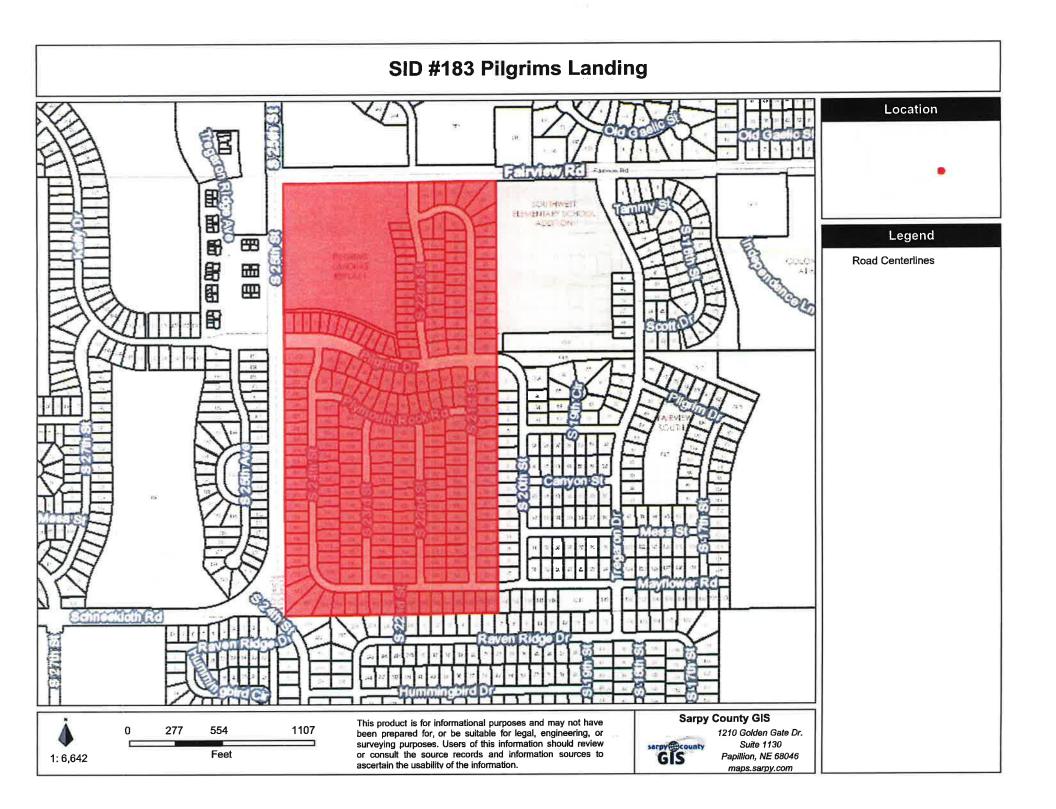
(c) Based on current levy of 0.61

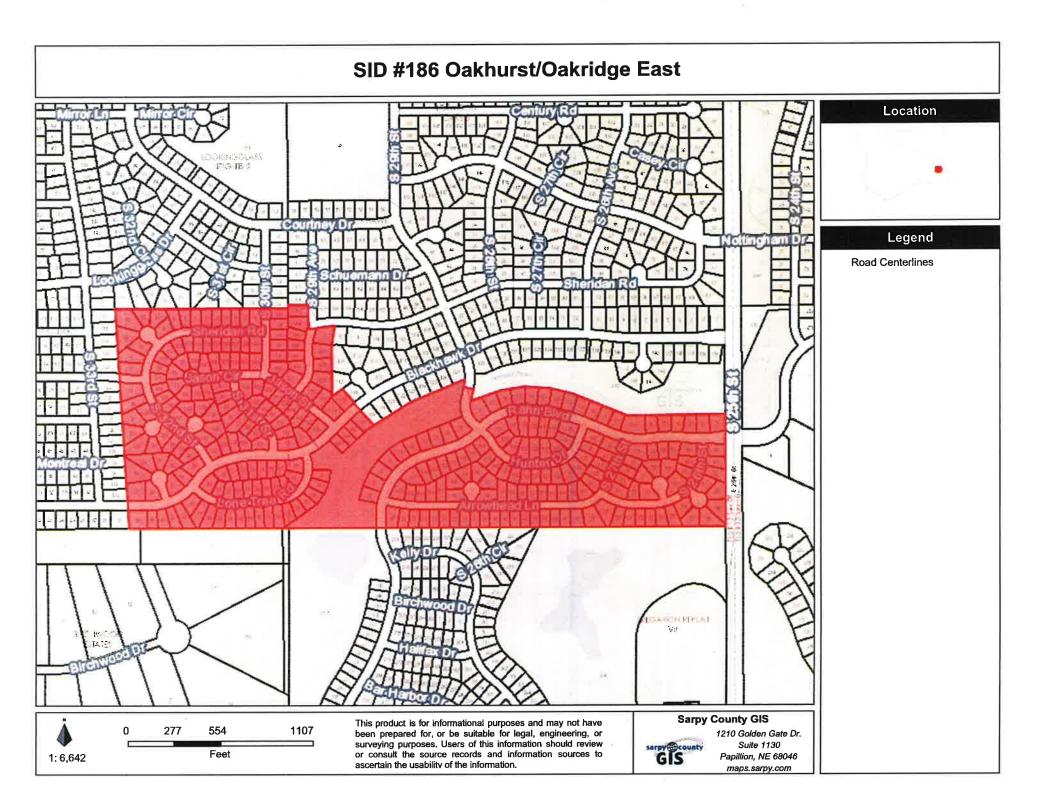
(d) As of June 30, 2019

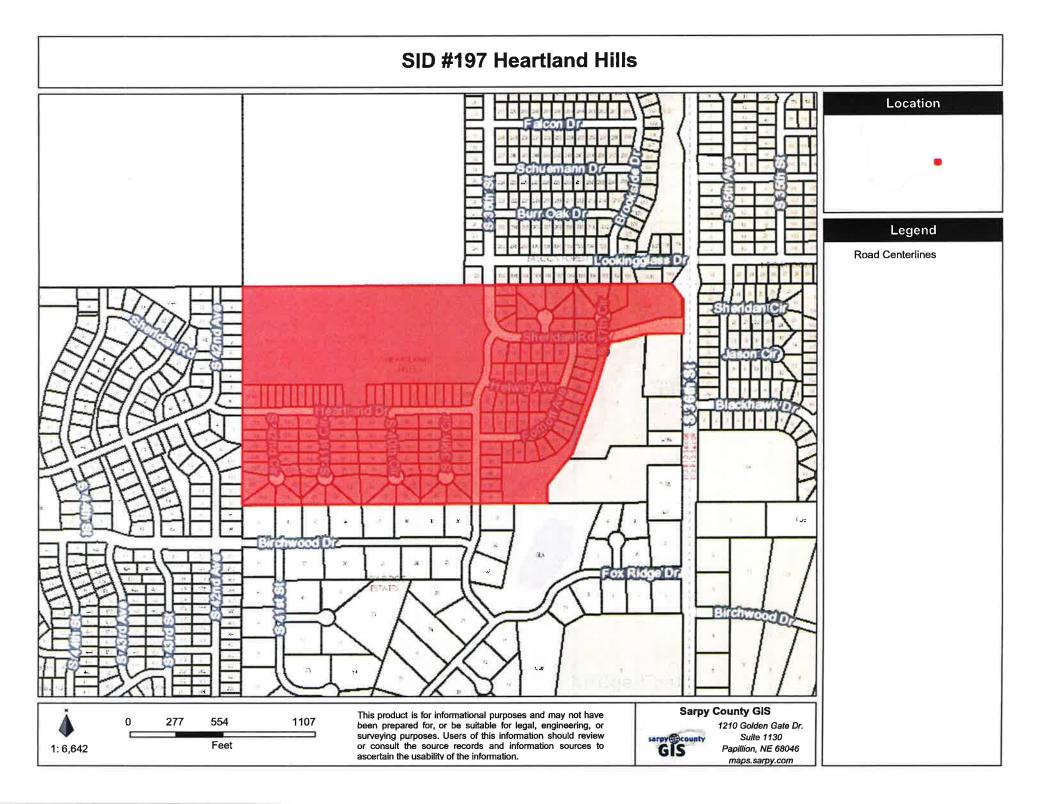


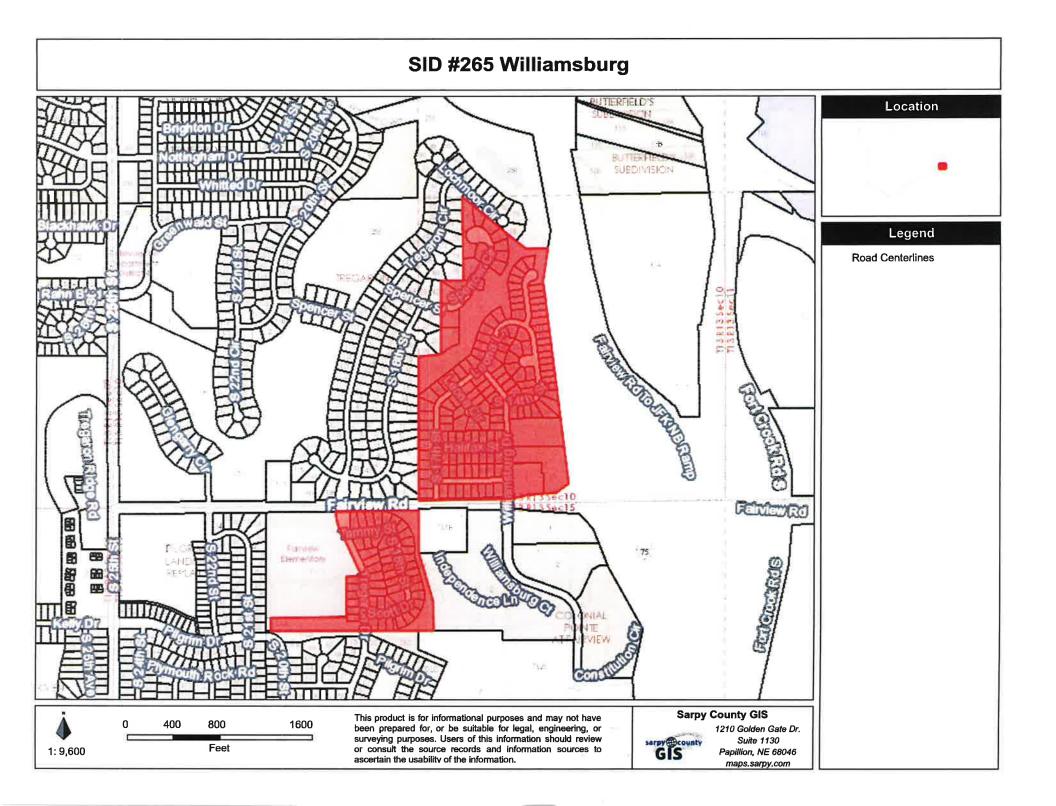


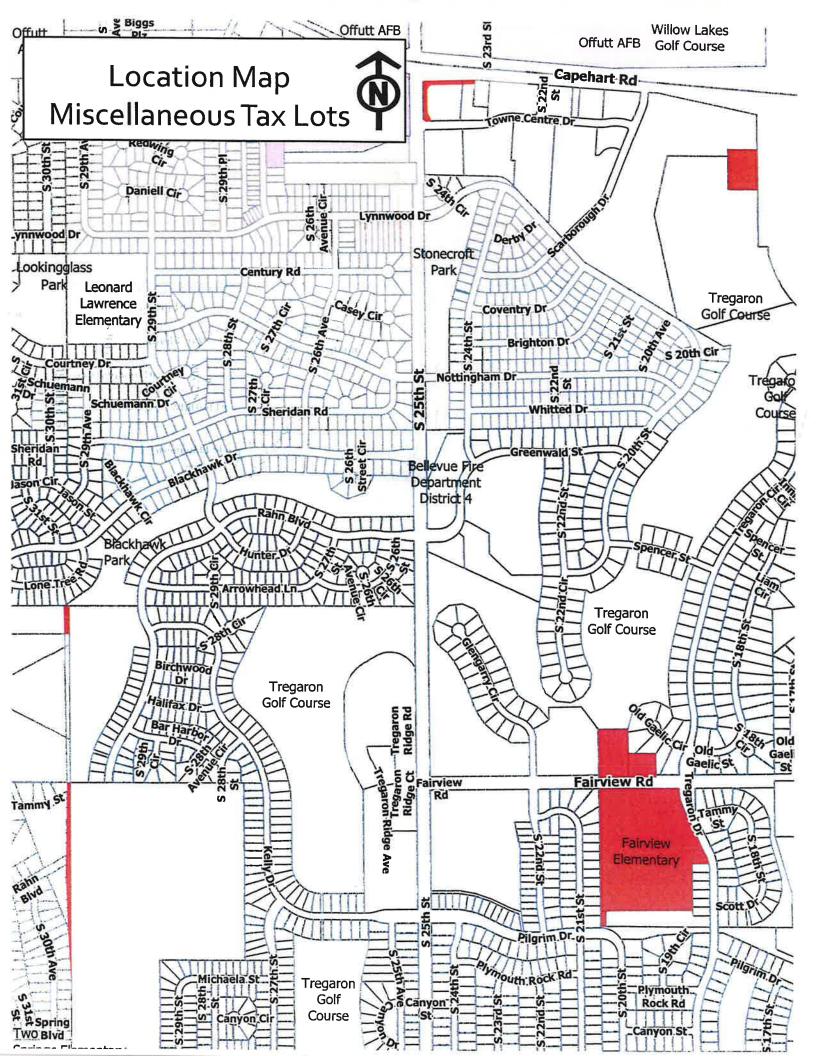












### **Chris Shewchuk**

From: Sent: To: Subject: Jim Shada Thursday, July 18, 2019 8:10 AM Chris Shewchuk Re: Annexation review

Please find listed below additional information concerning the annexation: Open Space & Parks Acres - 30 acres Trials & Tree Maintenance 3 - Playgrounds 1/2 Acre Pond upkeep Thanks, Jim

From: Jim Shada Sent: Monday, July 15, 2019 1:20:49 PM To: Chris Shewchuk Subject: Re: Annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 2 additional full time staff and 2 Hustler Z104 riding lawn mowers(estimated cost is \$21,000 per lawn mower). This is based on the acres of open space, trial maintenance, tree maintenance and maintaining the pond area. Thanks, Jim

From: Chris Shewchuk Sent: Thursday, July 11, 2019 9:53:22 AM To: Jim Shada Subject: FW: Annexation review

Jim,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris



# MEMO

To: Chris Shewchuk-Planning Director

From: Amanda Parker-Human Service Manager

Date: July 2, 2019

Re: Annexation Information Review

This is to inform you that I have reviewed the areas in the proposed annexation that include:

		Estimated Impact
#67 #171	Normandy Hills	High
#177	Tregaron Fox Ridge Estates	High Low
#182	370 Pointe	Low
#183	Pilgrims Landing	Low
#186	Oakhurst/Oakridge East	Medium
#197	Heartland Hills	Low
#242	Cedar View	Low
#265	Williamsburg	Low

I have concluded that from the review for these areas, the Specialized Transportation Service would see a tremendous increase in demand for service from these proposed areas since there are a great deal of private residences within their boundaries as well as Senior Living Homes, specifically Tregaron and Normandy Hills. We receive several calls a week concerning services in these areas. The financial impact and increase of equipment/personnel on the department is hard to tell as we will have to see just how many residents utilize our services. If the maximum number of residents living in these areas apply to utilize our services, we will have to adjust how we run the transportation in order to not add an additional route. In addition, our secretary will need assistance in keeping up with the increase of phone calls and office responsibilities.

### **Chris Shewchuk**

From: Sent: To: Subject: Ashley Decker Thursday, July 11, 2019 3:17 PM Chris Shewchuk RE: Annexation review

The only real impact it would have on our department would be fuel cost for the added clients we would pick up with the mini bus service. It is hard to quantify that because we don't have an elderly or disabled census of the areas. When working with Rich on the budget we used a factor of a 20% increase in fuel cost, so I would run with that as our best estimate. Approximately \$5,500. No additional personnel should be needed.

Ashley Decker, SPHR, SHRM-SCP Human Resources Manager

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Thursday, July 11, 2019 9:55 AM To: Ashley Decker <ashley.decker@bellevue.net> Subject: FW: Annexation review

#### Ashley,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris

From: Chris Shewchuk Sent: Friday, June 14, 2019 10:15 AM To: Bobby Riggs <<u>Bobby.Riggs@bellevue.net</u>>; Epiphany Ramos <<u>epiphany.ramos@bellevue.net</u>>; Jim Shada <<u>Jim.Shada@bellevue.net</u>>; Mark Elbert <<u>Mark.Elbert@bellevue.net</u>>; Perry Guido <<u>Perry.Guido@bellevue.net</u>>; Susan Kluthe <<u>Susan.Kluthe@bellevue.net</u>>; Todd Jarosz <<u>Todd.Jarosz@bellevue.net</u>>; Julie Dinville <<u>Julie.Dinville@bellevue.net</u>>; Ashley Decker <<u>ashley.decker@bellevue.net</u>>; Amanda Chandler <<u>amanda.parker@bellevue.net</u>> Cc: Jeff Roberts <<u>Jeff.Roberts@bellevue.net</u>>; Jim Ristow <<u>jim.ristow@bellevue.net</u>>; Richard Severson <<u>richard.severson@bellevue.net</u>> Subject: Annexation review

All:

The City is moving forward with the annexation of up to sixteen Sanitary and Improvement Districts; to make it a little bit easier on ourselves, we have divided the SIDs into two groups. The first group consists of the following nine SIDs:

#67 Normandy Hills #171 Tregaron



City of Bellevue Waste Water Department 8902 Cedar Island Road • Bellevue, Nebraska 68147 • (402) 293-3135

To: Chris Shewchuk CC: Jeff Roberts From: Epiphany Ramos RE: Annexation Report Request Dated 06/14/2019 Date: July 11, 2019

I have reviewed the proposed annexation areas and have found the sanitary infrastructure to be satisfactory in most area, however there is a trunk line in SID 171 that will be needing some substantive repairs/ rehabilitation scheduled. The remaining areas and infrastructure will require minimal repairs needed upon annexation. Immediate intense cleaning and inspection will be required upon annexation which will take approximately 8 months for my current staff to complete and will create backlog for the existing scheduled work load. Once this initial cleaning and inspection is completed, routine maintenance and scheduled capital improvement planning should begin. Our operating margin is currently at approximately 30%, we would be able to maintain this margin within these locations as well based on increased revenues and increased expense projections.

The below chart contains the basic information requested for these areas, Total FTE (full-time employee) required is annually. Additional maintenance equipment would need to be purchased. The current cost for the additional fleet united needed is estimated at \$250,000.00. A total of two additional employees will be required to maintain current department operations and maintenance plan.

		PIPE	мн	Est # Units	Annual Est Revenue	Remaining Life of Assets	Total FTE needed for Maintenance
SID	171	18552	82	240	\$177,984.00	30	
	177	7928	27		\$ 37,821.60	27	0.20
	182	1716	11	76	\$ 56,361.60	27	0.04
	183	9171	44	212	\$157,219.20	27	0.23
	186	11279	39	305	\$226,188.00	28	0.28
	197	10930	26	134	\$ 99,374.40	30	0.27
	265	8246	53	200	\$148,320.00	34	0.21
						Total FTE	
						Required	1.70



### **Chris Shewchuk**

From:	Susan Kluthe
Sent:	Tuesday, July 16, 2019 11:12 AM
То:	Chris Shewchuk
Subject:	RE: Annexation review

Just a little information for the annexation review.

- Tregaron (We would gain some revenue here due to liquor licenses and tobacco licenses)
- #177 Fox Ridge Estates
- #182 370 Pointe

#171

- #183 Pilgrims Landing
- #186 Oakhurst/Oakridge East
- #197 Heartland Hills
- #265 Williamsburg (We would gain a little revenue for a liquor & a tobacco license)

As far as additional expenses or employee time, it would be minimal.

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Friday, July 12, 2019 8:42 AM To: Susan Kluthe <Susan.Kluthe@bellevue.net> Subject: RE: Annexation review

Off the top of my head:

Tregaron—Golf Course, Wal-Mart Neighborhood Market, Kwik Shop, and Sina Way Chinese Restaurant all have liquor licenses. Several other businesses, but I'm not sure if any have liquor licenses 370 Pointe—several businesses, I don't think any of them would have liquor licenses Williamsburg—Kum and Go would have a liquor license, no other businesses

The other four SIDs are all residential, I am not aware of any businesses in them.

From: Susan Kluthe Sent: Friday, July 12, 2019 8:02 AM To: Chris Shewchuk <<u>Chris.Shewchuk@bellevue.net</u>> Subject: RE: Annexation review

Sorry Chris I have been sick and out of office last 2 days. Could you please let me know what businesses & maybe their addresses for the proposed annexed areas? If any of them have liquor licenses, I will have to know who they are. As far as additional personnel or equipment needs we will not need anything. The only thing I for see is additional revenue for liquor licenses, tobacco licenses, and if there would happen to be a business like a grooming shop which would also require a license.

Thanks! Susan



City of Bellevue Bellevue Public Library 1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

# Memo

To: Chris Shewchuk, Planning Director

From: Julie Dinville, Library Director

Date: 7/12/2019

The major concerns with annexation and the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Tregaron #171, Fox Ridge Estates #177, 370 Pointe #182, Pilgrims Landing #183, Oakhurst/Oakridge East #186, Heartland Hills #197, and Williamsburg #275).

According to the figures you provided, there is an approximate population of about 4,180 persons in all the SIDs concerned. We estimate that we have approximately 2,000 membership cards to these areas. Even with the inactive memberships removed, this will have a significant effect on our non-resident membership revenues per year (a household membership is \$40.00 annually).

Secondly, we currently spend about \$4.00 per cardholder for materials. If we were to add an additional 1,000 card memberships, that would result in a need for an additional \$4,000 to add to our materials budget to purchase enough titles/copies to meet demand (including digital materials). If more were added, additional funds would be needed.

Also, we continue to be stretched in regards to program capacity. High-demand programs such as our Summer Library Program for children are at capacity. We held 85 programs this summer, and for the 20 that required registration, we were completely full with waiting lists for all of them. Our Children's Department is run by one full-time and one 25-hour/week assistant. If we continue to add families to our membership, the library would need to increase staff hours, either by hiring an additional part-time person, or by making our assistant full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Additionally, building size is a consideration for us for lack of meeting room/programming space and to house a collection that is meeting the needs of a larger membership audience.





# **MEMORANDUM**

To:Chris SchewchukPlanning DirectorCc:Jeff RobertsPublic Works DirectorFrom:Bobby RiggsStreet SuperintendentSubject:June 2019 Annexation Package Review – Pt 1Date:June 24, 2019

#### I. SID Areas

Lane Mile Additions and Annual Street Lighting Costs

- Package Totals: <sup>1</sup>Lane Miles = 40.96 <sup>2</sup>Annual Street Lighting Cost = \$101,313.96
  - > #67 Normandy Hills
    - Lane Miles = 5.36
    - OPPD annual street lighting cost = \$16, 355.52
  - ▶ #171- Tregaron
    - Lane Miles = 11.17
    - OPPD annual street lighting cost = \$20,046.96
  - > #177 Fox Ridge Estates
    - Lane Miles = 3.41
    - OPPD annual street lighting cost = \$1,866.24
  - > #182 370 Pointe
    - Lane Miles = 0.55
    - OPPD annual street lighting cost = \$0
    - #183 Pilgrims Landing
      - Lane Miles = 5.64
      - OPPD annual street lighting cost = \$14,313.72
  - > #186 Oakhurst/Oakridge East
    - Lane Miles = 6.24
      - OPPD annual street lighting cost = \$21,957.72
  - #197 Heartland Hills
    - Lane Miles = 3.21
      - OPPD annual street lighting cost = \$10,692.12
  - ➢ #242 Cedar View
    - Lane Miles = 0.58
      - OPPD annual street lighting cost = \$2,423.28
  - > #265 Williamsburg
    - Lane Miles = 4.80
    - OPPD annual street lighting cost = \$13,658.40





#### II. MANPOWER NEEDS

#### Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, 2018, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street sweeping on 568.47 lane miles of roads.

(Note: This number does not incorporate the most-recent annexations in spring of 2019).

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1employee per 12.74 lane miles, an average of 1970's (1:5.88) and 2013 (1:19.60) rates.

This package would warrant 3 full-time positions in year one, in an ongoing effort to hit target staff levels required to adequately maintain the street system in the City.

FY 19-20 increased department Personnel cost assumption, above current levels - \$150,000.

#### III. EQUIPMENT NEEDS

#### Snow removal, route equipment

In order to provide current levels of service during snow removal operations, the department, in the winter of 2018-19, used thirty-four (34) pieces of equipment to clear roads in the winter. This averages 16.72 lane miles per unit. While the proposed areas in this package would not quite meet the threshold required to add three (3) pieces of equipment, I feel we would be best served by adding up to three route trucks.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$641,000.

(Note – this number is in addition to anticipated replacement of current, aging snow clearing equipment submitted for the upcoming FY19-20 budget).

#### IV. DEPARTMENT OPERATIONAL BUDGET

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

The FY 18-19 budget funded operational expenses to maintain the street system (568.47 lane miles) at \$2,189,954. This would provide for a rate of funding of 3,852.37 per lane mile. This first portion of this package, 40.96 lane miles, would require a funding adjustment of 7.2% above last budgeted levels to meet annual needs. Assuming last year's operational budget as a baseline, with a 2.5% adjustment for cost increases in 2019-20, that baseline would increase to nearly \$2.25 million dollars. Adjusted operational costs to add the proposed areas should reasonably add approximately \$160 thousand to the annual operational budget.

First-year operational budget needs will approach \$2.4 million to perform current yearly maintenance. This number does not factor in the request for additional staff or potential regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly 25 thousand dollars for signs, posts and hardware to cover the nine areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

Estimated need for first-year operational budget increase w/o additional personnel: \$162,000.





#### Capital Improvement Plan (C.I.P) / 1- and 6-Year Street-Related Projects V.

#### Maintenance and Reconstruction Projects

The following are potential considerations for short- and long-term Capital Improvement Plans.

- Plans for contractual work to install curb ramps in both Blackhawk and Oakhurst/Oakridge East will need to be added to the existing plan and completed within 3 years of annexation. Costs could approach \$80-100 thousand dollars.
- Heartland Hills will need to contracted project to address pavement deterioration, inlet repairs, and curb ramp installs within two years of annexation. Costs could easily top \$100 thousand dollars to address immediate needs.
- Design and engineering plans should be considered within the first 5 years following annexation for widening and reconstruction of 25<sup>th</sup> St from Lynwood Dr to Fairview, including traffic signal installation at the intersection of 25<sup>th</sup> & Fairview Rd.
- The City would also acquire the bridge on Maass Rd (370 Pointe). The bridge will need to be put into our annual inspection schedule. Sarpy County will have the latest inspection data for conditions and maintenance needs.

#### VI. **Highway** Allocation

#### Projected revenue increase

Highway Allocation funding for part 1 of the package, 40.96 lane miles, is fluid and subject to change with • revenue fluctuation. Current per lane mile projections are not available from the State. Projections in this report are solely based on City's budget with projections reduced to a per lane mile estimate. FY 18-19 Budget - \$4,791,018 for 2018 lane mile totals. The FY18-19 budget projects revenue at \$8,427.92 per lane mile. Using this as a baseline:

12-month anticipated increase to Highway Allocation levels would be \$345,207.60.





#### City of Bellevue Fleet Maintenance Department 2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

## **MEMORANDUM**

To: Jeff Roberts From: Todd Jarosz Subject: Additional Annex Date: 6-19-2019

After reviewing the current annexation plans for the City of Bellevue it raises some substantial concerns. Having all the CIP expansion for the Fleet and Fabrication Department removed from the 2019 projects, has already set the department productivity and efficiency backwards. Further annexation additions without proper Fleet Department expansion will amplify the situation.

The current Fleet facility is based on a 1995 study that was to be sufficient through 2015. In the 1995 study it did not include the extreme work load of a paid Fire Department or the current annexation plans. Also, with the recent flooding of the Fabrication facility and having to move that operation to the Fleet facility it has now cut into Fleets provision by over 25% increasing the congestion.

The previous proposal for the Fleet department expansion and the additional building for the Fabrication side is even more critical. With out the addition, in the future Fleet will be forced to outsource more and more work at a 100%-200% increase in price along with additional down time.

To readdress the conditions and circumstances that warrant the expansion of the Fleet Department would be in the best interest of the City of Bellevue and would be found to be necessary.



City of Bellevue Fleet Maintenance Department 2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

## **MEMORANDUM**

To:	Jeff Roberts
From:	Todd Jarosz 7
Subject:	Fleet Maintenance - Anticipated Personnel and Facility Needs
Date:	October 30, 2018

As planners and developers consider the future of a larger land mass and population for the City of Bellevue through annexation, the Fleet Maintenance department would like to propose its anticipated personnel and facility needs a larger Bellevue would present.

It would be necessary to add a minimum of 1 diesel tech and 1 auto tech to my staff to handle the increased work load. The mechanic shop, built in 1999, has eight work bays, one area for small engine repair and a wash bay. The work load for the shop has increased tremendously in the past 5-8 years. Currently, eight bays have become insufficient to service the needs of the city, annexation will create a heavier burden. We anticipate a 50% increase in work load for most of the departments within the city and 150% increase work load for the Fire department. With more personnel and increased work load it is clear that we need to expand. I propose a minimum of 6,000 additional square feet of shop floor space to adequately perform our jobs. We would also request an additional 2,000 square feet of office space, break room and storage area as we have outgrown the space we currently have.

It will also be necessary to construct an additional building to house the Fabrication department on the grounds in which Fleet Maintenance operates on Betz Road. The Fabrication department is managed by the Fleet Maintenance Superintendent, orders supplies through our parts room and performs tasks that often times are reported by our techs/mechanics. Currently the Fabrication Shop operates out of one of the Street department's shops on the southern edge of Bellevue. Relocating the Fabrication operations to Fleet Maintenance facilities will make for a smoother, more efficient process and would eliminate commuting between the two locations. The estimated size of the proposed facility would be approximately 5,000 square feet with 4 work bays, office space and restrooms.

# Yearly work order average per week

- 2008 Averaged 18-25 Work orders per week
- 2010 Averaged 18-25 Work orders per week
- 2012 Averaged 25-27 Work orders per week
- 2014 Averaged 27-30 Work orders per week
- 2016 Averaged 29-30 Work orders per week
- 2017 Averaged 35-40 Work orders per week
- 2018 Averaged 42-45 Work orders per week
- 2019 Averaging 50-53 Work orders per week

The Fleet Facility is a working structure base on a growth study of Bellevue from 1995 through 2015.

The yearly growth after 2015 has almost double the capacity of the projected growth for this facility.

The physical size and staffing to run the Fleet facility have not increased in size to keep up with the demands of the growth of the City of Bellevue. The failure to expand or not to immediately proceed with the proper action to resolve this situation, will result in back logged work, failure to react and repair emergency equipment in a safe time line and the farming out of more repairs to extremely expensive low quality sub-contracting shops.

None of this reflects the addition of the Fabrication Department being relocated at the Fleet Maintenance building, due to the 2019 Food. With the Fabrication, there is additional work orders and the loss of work space hindering the operation of the Fleet Department.

### **BPD ANNEXATON NEEDS**

7-5-19

Currently the Department is budgeted for 95 sworn police officers to provide services to a population of 53, 434 people. (2018 Census Bureau). This equates to 1.77 police officers per 1,000 residents. This average is below the National average of 2. Using this data one could proclaim that taking on the additional 11,175 residents could require an additional 19 to 20 sworn police officers. By way of furthering this point I included a list of Nebraska cities with similar populations to 11,175 and the sworn staff range from 14 to 28 in these communities.

We currently average 46901 calls for service per year according the Sarpy CAD System. We have studied the call load for each subdivision in this package and determined that our calls for service will increase by roughly 7%. We are authorized 100 sworn staff at our current population and calls for service so this annexation call load would justify 7 additional staff.

I would propose to maintain our current level of service that the increase in staff is not solely driven by population so the thought of increasing our sworn staff to 19 or 20 is likely unnecessary and would take about 5 years to accomplish with hiring, training, and attrition accounted for.

It is my opinion that an additional 4 road patrol officers and 2 cruisers to build a new patrol district will handle the street portion of this annexation.

It is my opinion that an additional family crimes detective will be needed to address those needs associated with this annexation package.

It is my opinion that an additional 2 cyber crimes detectives with be needed to address the needs of this annexation package. (this unit is under staffed and falling behind already with the spiking technology aspects to nearly all of our cases).

It is my opinion that an additional code enforcement officer and a pick-up truck will be needed to address the Code aspect of this annexation package.

In total that is 7 sworn police officers, 1 non sworn code officer, and 3 vehicles.

Our records division and property and evidence divisions should be able to take this annexation on without additional staff at this time.

What

Chief Mark Elbert

## Ordinance no. <u>3957</u>

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 10 through 212, Pilgrims Landing Lots 1 through 30 and Outlot A, Pilgrims Landing Replat I

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on October 1, 2019.

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

APPROVED AS TO FORM:

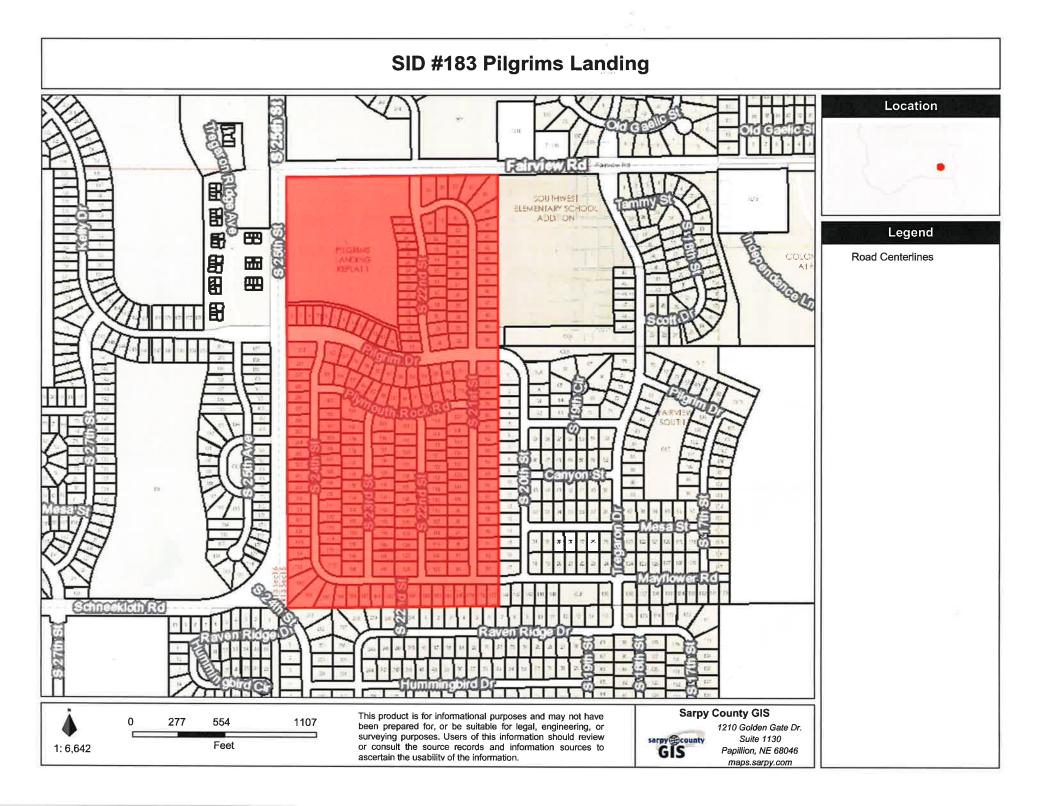
City Attorney

ATTEST

City Clerk

Mayor

First Reading: <u>8/6/2019</u>
Second Reading: \_\_\_\_\_
Third Reading: \_\_\_\_\_



#### CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	August 6, 2019	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	
SUBMITTED BY:		LIQUOR LICENSE	
Chris Shewchuk, Planning Director		ORDINANCE -	
orale enewerick, rianin	ig Director	PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	
		OTHER (SEE CLERK)	

#### SUBJECT:

Request to annex Sanitary and Improvement District #186, Oakhurst/Oakridge East. Applicant: City of Bellevue.

#### SYNOPSIS:

A review of the SID debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of this area indicates it is feasible for the City to annex SID #186 at this time. This annexation is part of an annexation package consisting of seven SIDs.

#### FISCAL IMPACT:

This annexation package would have a positive fiscal impact on the City based upon current and projected revenues and expenses associated with the annexation.

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:

See attached Planning Department memorandum regarding the fiscal analysis and department review of the proposed annexation package.

ATTACHMENTS:	
1 PC recommendation	4
2 Planning Department staff memo	5
3 Proposed Ordinance /	-
SIGNATURES: ADMINISTRATOR APPROVAL:	Alle
	hu
LEGAL APPROVAL:	elille

# City of Bellevue

#### PLANNING COMMISSION RECOMMENDATION

APPLICANT:

City of Bellevue

CITY COUNCIL HEARING DATE: August 20, 2019

REQUEST:

to annex Sanitary and Improvement District #186, Oakhurst/Oakridge East

On July 25, 2019, the City of Bellevue Planning Commission voted five yes, zero no, zero abstained, and four absent to recommend:

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

VOTE:

Yes:	Five	No:	Zero	Abstain:	Zero	Absent:	Four
	Casey						Aerni
	Cain						Perrin
	Jacobson				_		Smith
	Ackley		74				Cutsforth
	Ritz						

Planning Commission Hearing (s) was held on: July 25, 2019

City of Bellevue Office of the Planning Department

To:	Mayor Hike
	City Council
	City Administrator Jim Ristow
From:	Chris Shewchuk, Planning Director
Date:	July 30, 2019
Subject:	City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following seven Sanitary and Improvement Districts into the city limits:

SID #171TregaronSID #177Fox Ridge EstatesSID #182370 PointeSID #183Pilgrims LandingSID #186Oakhurst/Oakridge EastSID #197Heartland HillsSID #265Williamsburg

In addition to these SIDs, we are also proposing the annexation of an additional nine parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Maps of the SID boundaries and the nine additional lots are attached to this report.

#### FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The seven SIDs proposed for annexation have an assessed valuation for 2019 of \$329,246,687 which will generate \$2,008,980 of property tax revenue for the City. The SIDs also currently have \$2,495,412 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$12,740,000 in outstanding bonded indebtedness and \$146,312 in construction fund warrants. Annual debt payments for the bonded indebtedness are \$1,151,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual

debt service payments. The construction fund warrants are short term, higher interest debt and are expected to be paid almost immediately after annexation. Annual tax revenue after debt service payments is expected to be \$857,405 prior to accounting for how the cash and investments are utilized. The nine unincorporated lots will add another \$750,042 of valuation and \$4,575 of tax revenue to the annexation package. A chart showing figures for the individual SIDs is attached for your review.

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

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

#### **DEMOGRAPHICS**

The areas proposed for annexation consist of 1,209 parcels and 1,663 dwelling units, including apartments. The population estimate of 4,357 is based upon the 2010 Census average household size of 2.62 persons per dwelling unit.

#### DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Below is a summary of those comments; full responses are attached to this report.

<u>Parks Department</u>—30 acres of parks and open space, trails and tree maintenance, three playgrounds,  $\frac{1}{2}$  acre pond; need for two additional full-time staff and two Hustler Z104 riding lawn mowers (estimated cost is \$21,000 per lawn mower)

<u>Human Resources/Human Services</u>—additional fuel cost of \$5,500 for increased transportation services; high impact on transportation services from SID 171 due to senior living facility; equipment and personnel needs difficult to determine until full demand for services is seen; depending upon demand, transportation service routes may have to be adjusted in order to not add an additional route

<u>Wastewater</u>—most sanitary infrastructure is in satisfactory condition requiring minimal repairs upon annexation, however there is a trunk line in SID 171 which will need substantive repairs/rehabilitation; intense cleaning and inspection will take about eight months and create a backlog for the existing scheduled work load; need for two additional full-time employees and maintenance equipment (estimated at \$250,000); estimated annual revenue is approximately \$903,000; approximately 60-65% of revenue is paid to City of Omaha for wastewater treatment, remaining revenue will allow department to absorb additional expenses <u>City Clerk</u>—some additional revenue from liquor licenses and tobacco licenses; minimal additional expenses or employee time requirements

<u>Library</u>—loss of revenue due to current paid members coming into the city; increase in material costs (estimated 1,000 new members @ \$4 per member = \$4,000); many current programs are at capacity; additional memberships would result in need for additional staff; building size is a consideration with the need to house a collection to meet the needs of a larger membership audience and a lack of meeting room/programming space

<u>Street Department</u>—additional 35.02 lane miles to maintain; increase in State Highway Allocation funding of \$295,145.756; annual street lighting cost \$82,535.16; three additional full-time personnel (\$150,000); increase in operational expenses (\$163,000); capital expenses (three trucks \$641,000); short- and long-term capital considerations: curb ramps in Oakhurst/Oakridge East, Heartland Hills pavement deterioration and other repairs, design and engineering for widening and reconstruction of 25<sup>th</sup> Street from Lynnwood Drive to Fairview Road, bridge inspections on Maass Road (370 Pointe)

<u>Fleet Maintenance</u> expressed concerns regarding the need to expand the Fleet Maintenance Facility which was built to be sufficient through 2015, but did not account for the extreme load of a paid Fire Department and current annexation plans; Fabrication Department has moved into the facility due to flooding; more work may need to be outsourced at a 100 - 200% increase in price and more down time

<u>Police</u>—analyzed calls for service for <u>all</u> SIDs currently under consideration for annexation; data showed a potential increase of 7% in calls for service; to maintain current service levels, the addition of seven sworn officers, one non-sworn code officer, and three vehicles would be necessary; the SIDs in this annexation proposal represent approximately 52% of the potential increase in calls for service, therefore an additional four personnel and two or three vehicles would be necessary as a result of this annexation

#### AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, fire response (although many areas are currently served by the Bellevue Fire Department through the Eastern Sarpy Fire District), wastewater service, trash removal, free library cards, and specialized transportation services.

#### Property taxes

The overall property tax levy will decrease for most new residents of the City as shown in the chart below, only SID #183 would show a slight increase in property taxes (based upon current levy amounts). In determining future taxes, the levies for the SID and the fire districts were removed and replaced with the City tax levy. SID #182 is higher than the others because it is in the Papillion-LaVista School district. SID #186 is split between the Eastern Sarpy and Papillion Fire Districts accounting for the difference in the current levy shown below; this difference will be eliminated with the annexation.

SID				Change in	Tax change per
#	•	Current Levy	In-City Levy	Levy	\$100,000
171		2.274010	2.198227	-0.075783	(\$75.78)
177		2.702219	2.198227	-0.503992	(\$503.99)
182		2.774194	2.378485	-0.395709	(\$395.71)
183		2.164010	2.198227	0.034217	\$34.22
186	PFD	2.263963	2.198227	-0.065736	(\$65.74)
186	ESFD	2.314010	2.198227	-0.115783	(\$115.78)
197		2.381165	2.198227	-0.182938	(\$182.94)
265		2.434008	2.198227	-0.235781	(\$235.78)

The unincorporated areas will have a more significant increase in their property tax rates since they are not currently paying a SID tax. Four of the parcels are not taxed as they are City or school property; the tax rate will change from 1.77401 to 2.198227—an increase of 0.424217 or \$424.22 per \$100,000 of valuation—on four of the remaining parcels, and the final parcel will see a levy change from 1.723963 to 2.198227—an increase of 0.474264 or \$474.26 per \$100,000. (This final parcel is only valued at \$525.)

Property tax changes will be effective for taxes assessed in 2020 and due in 2021.

#### Sales Taxes

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

#### Trash pick-up

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

#### School Districts

The annexation has no effect on school district boundaries.

#### Planning, Zoning, Building Permits

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

#### Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$15.44. Non-residents pay the City of Omaha minimum fee of \$35.28, new residents will see a monthly savings of approximately \$20.

#### Other

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

#### PLANNING DEPARTMENT RECOMMENDATION

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

#### PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of the annexation package based upon compatibility with surrounding neighborhoods, positive financial impact on the City, and natural growth and development of the City.

SID #	SID NAME	BONDED DEBT(a)	GENERAL FUND WARRANTS(b)	ANNUAL DEBT SERVICE	2019 VALUATION	CITY TAX REVENUE(c)	TAX REVENUE MINUS DEBT SERVICE	CASH AND INVESTMENTS(d)
171	Tregaron	\$4,715,000	\$24,310	\$371,000	\$112,613,844	\$686,944	\$315,944	\$560,199
177	Fox Ridge Estates	\$1,815,000	\$0	\$120,000	\$19,375,596	\$118,191	(\$1,809)	\$303,696
182	370 Pointe	\$655,000	\$0	\$50,000	\$9,333,684	\$56,935	\$6,935	\$215,764
183	Pilgrim's Landing	\$1,080,000	\$0	\$150,000	\$52,694,395	\$321,436	\$171,436	\$325,490
186	Oakhurst/Oakridge East	\$1,050,000	\$36,555	\$145,000	\$56,979,733	\$347,576	\$202,576	\$232,824
197	Heartland Hills	\$1,215,000	\$85,447	\$140,000	\$33,103,109	\$201,929	\$61,929	\$293,440
265	Williamsburg	\$2,210,000	\$0	\$175,000	\$45,146,326	\$275,393	\$100,393	\$563,999
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,246,687	\$2,008,405	\$857,405	\$2,495,412
	Unincorporated lots	\$0	\$0	\$0	\$750,042	\$4,575	\$4,575	\$0
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,996,729	\$2,012,980	\$861,980	\$2,495,412

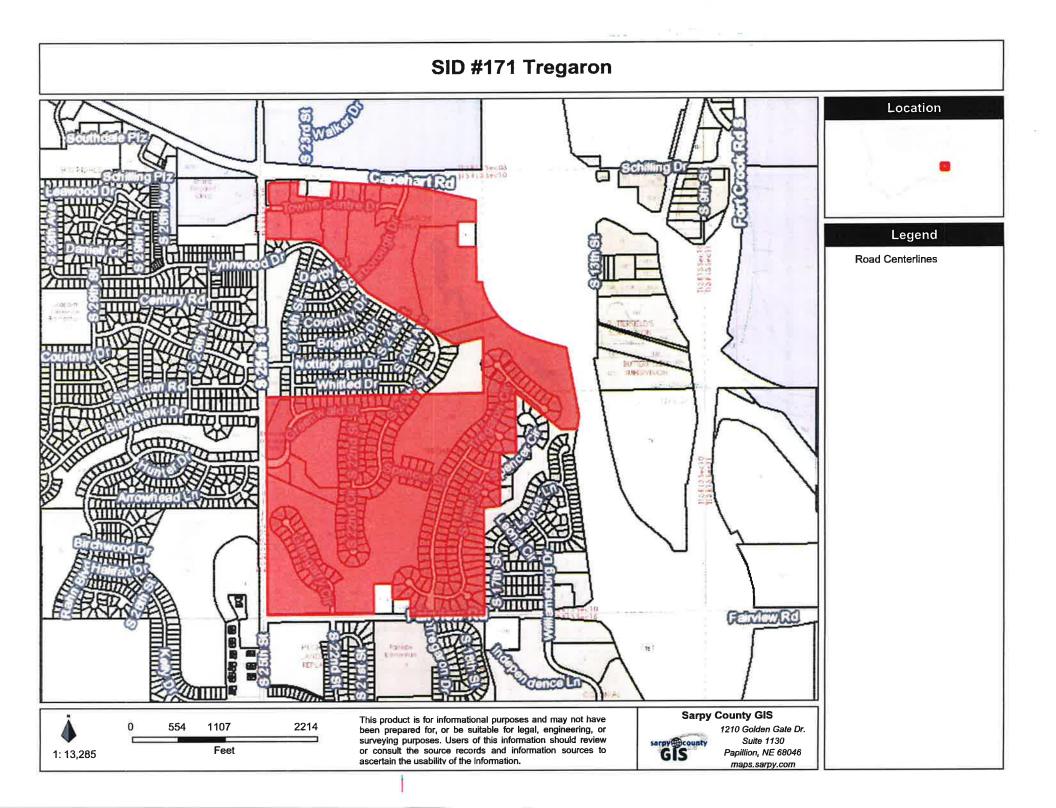
NOTES:

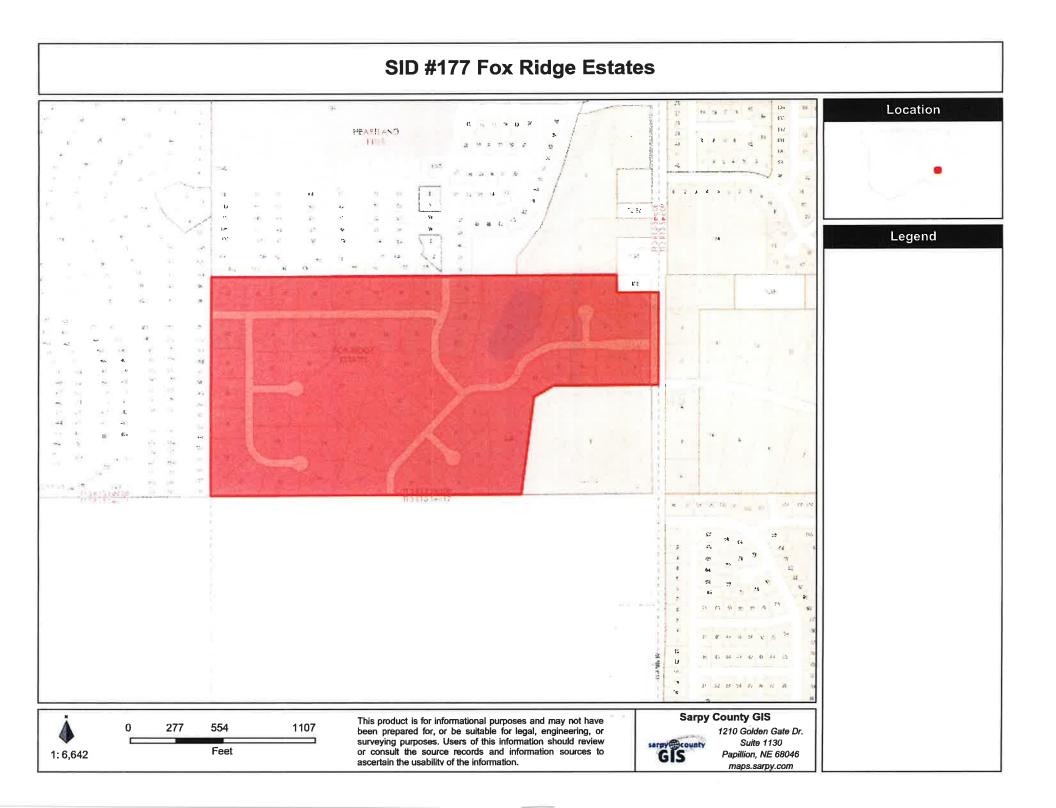
(a) As of July 1, 2019

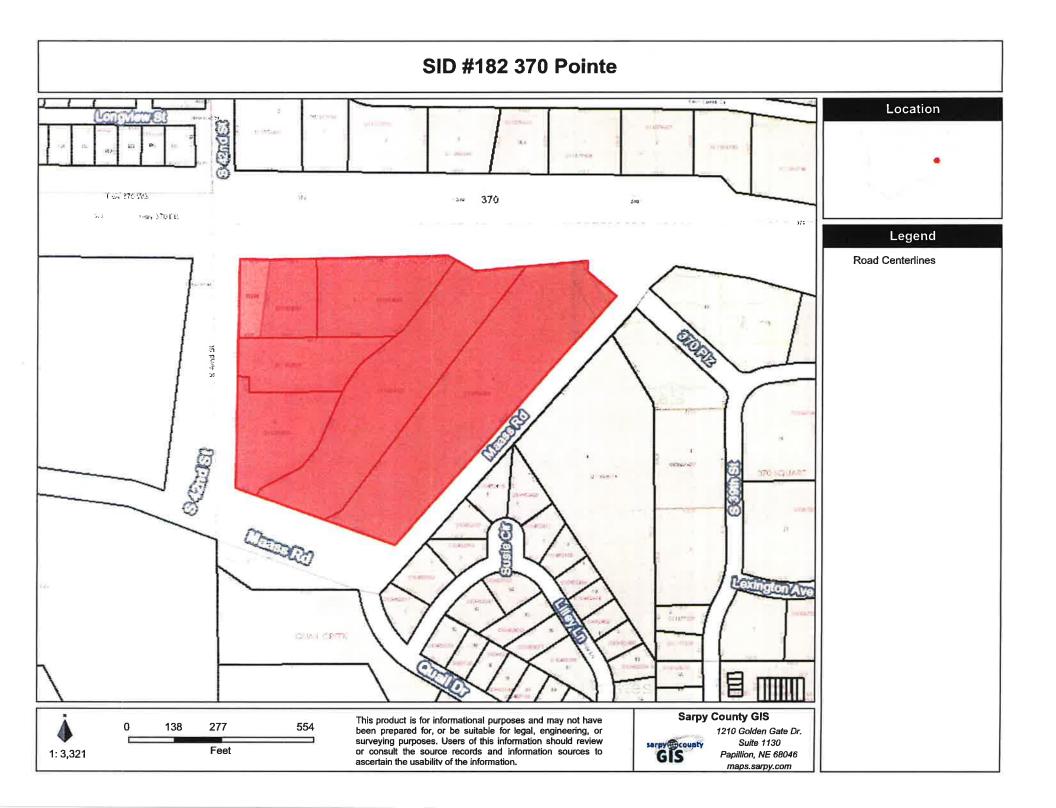
(b) As of June 30, 2018, the last audit date

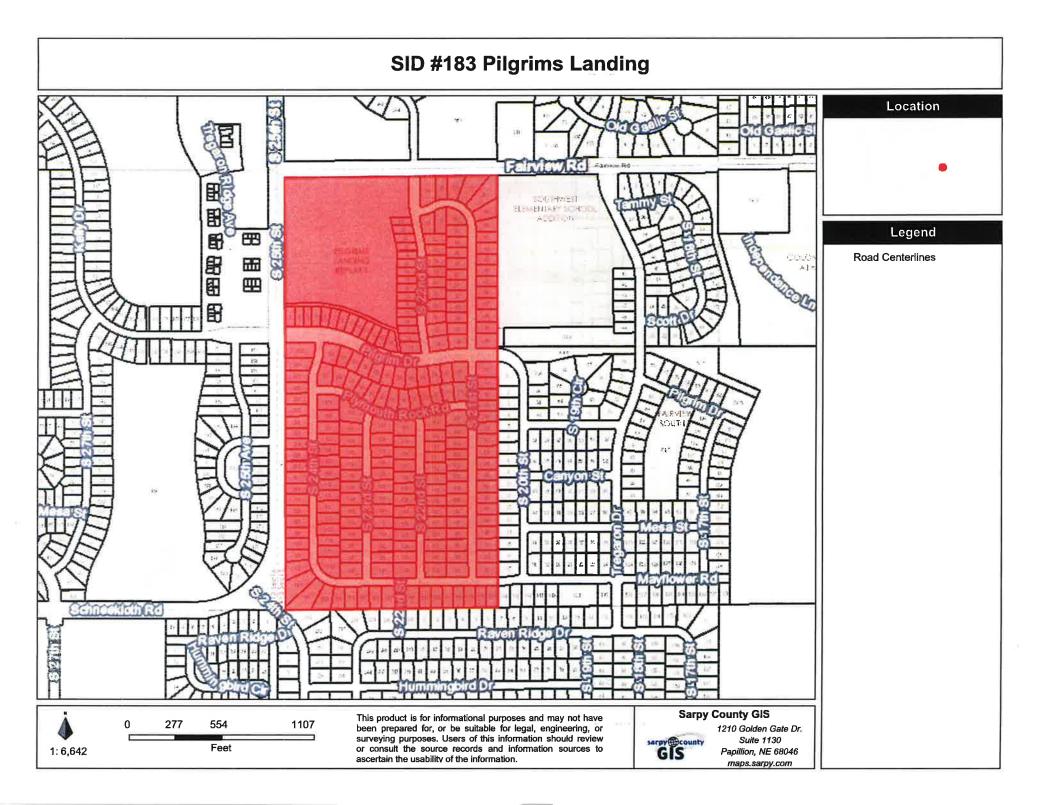
(c) Based on current levy of 0.61

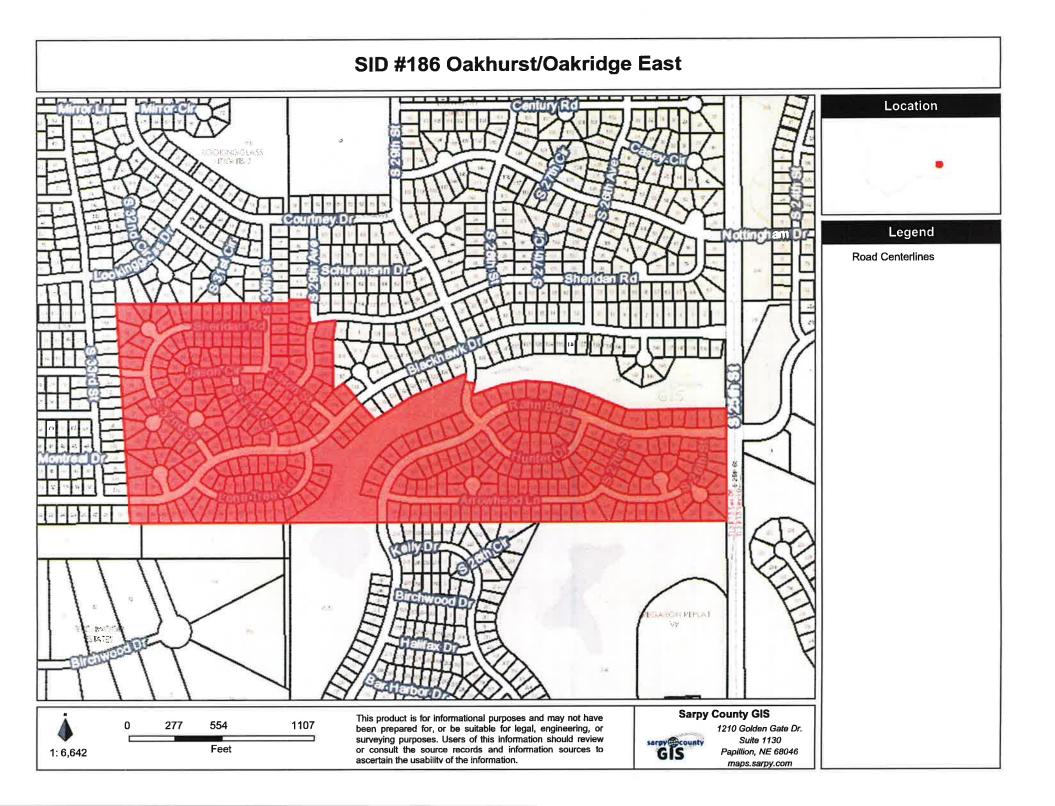
(d) As of June 30, 2019

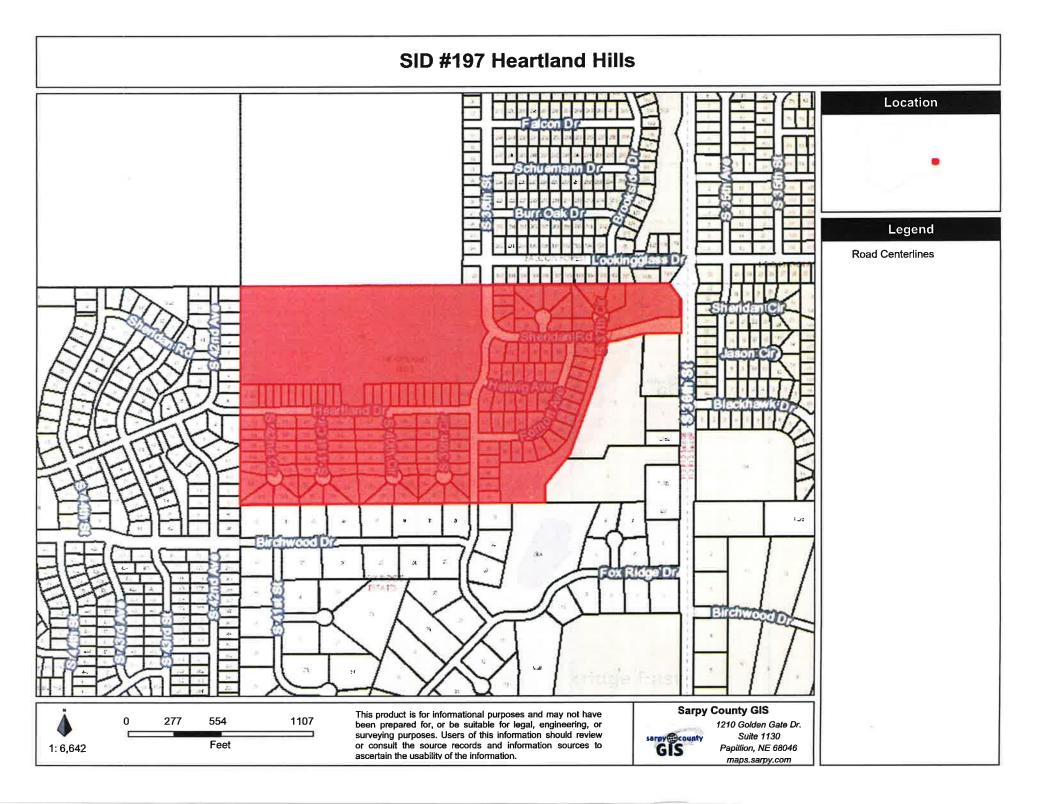


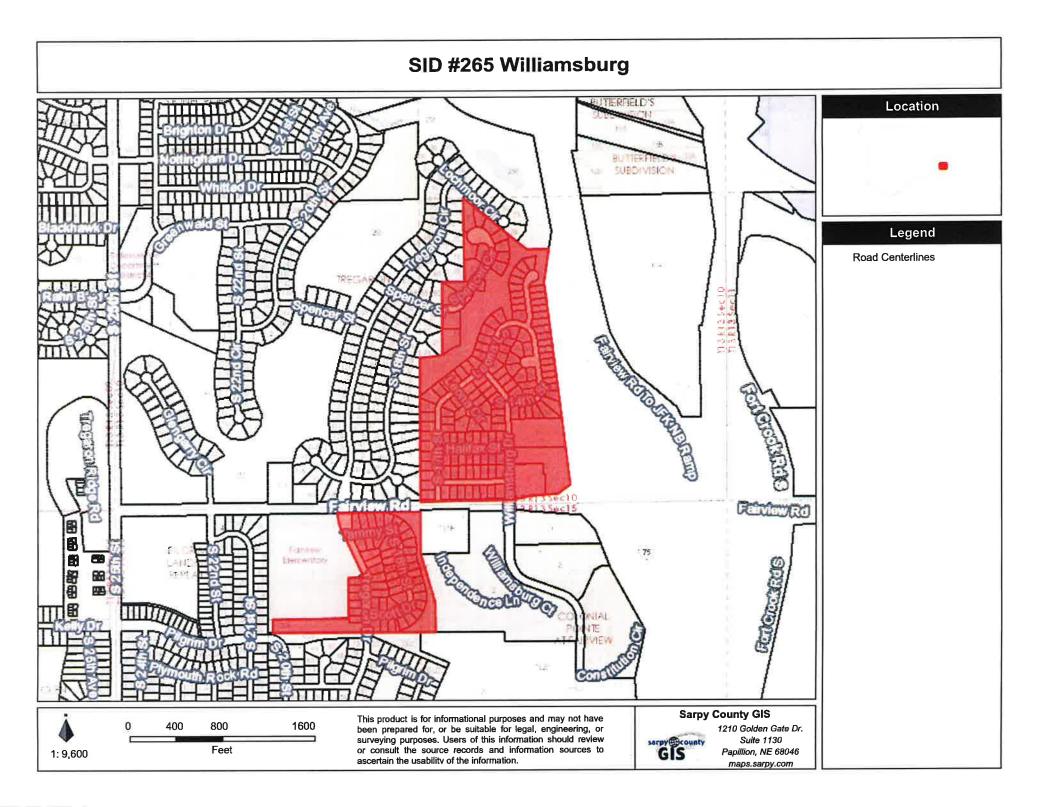


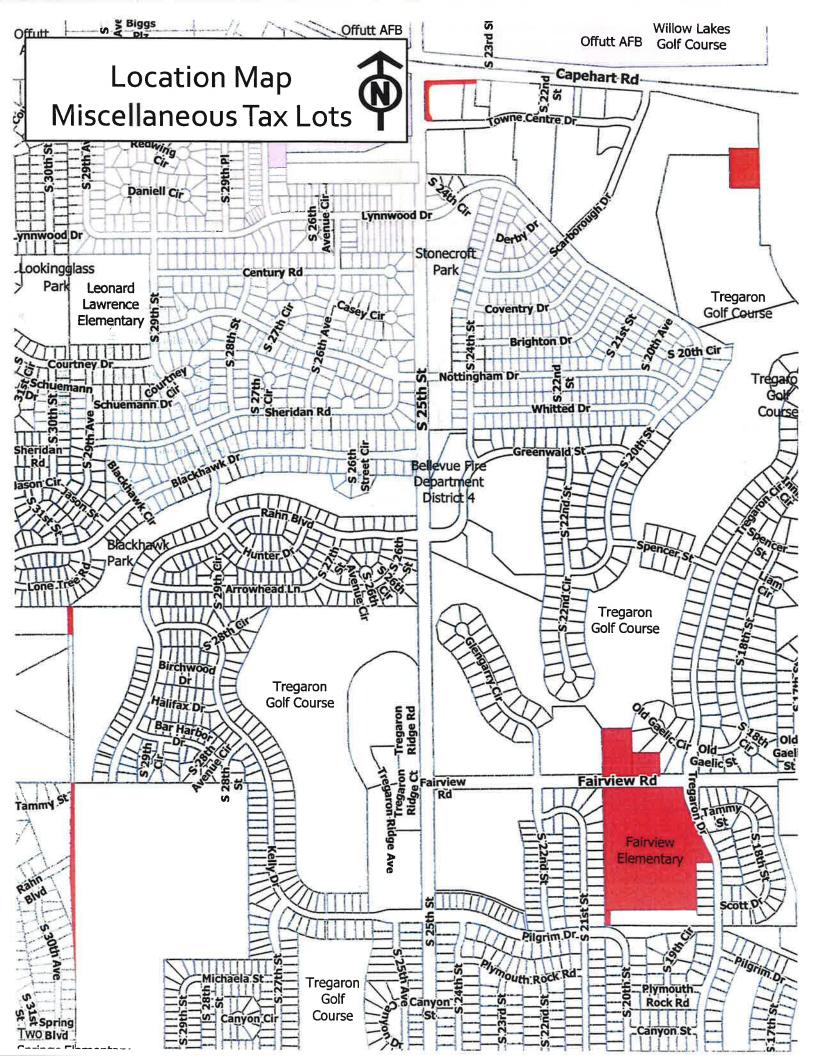












#### **Chris Shewchuk**

From: Sent: To: Subject: Jim Shada Thursday, July 18, 2019 8:10 AM Chris Shewchuk Re: Annexation review

Please find listed below additional information concerning the annexation: Open Space & Parks Acres - 30 acres Trials & Tree Maintenance 3 - Playgrounds 1/2 Acre Pond upkeep Thanks, Jim

From: Jim Shada Sent: Monday, July 15, 2019 1:20:49 PM To: Chris Shewchuk Subject: Re: Annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 2 additional full time staff and 2 Hustler Z104 riding lawn mowers(estimated cost is \$21,000 per lawn mower). This is based on the acres of open space, trial maintenance, tree maintenance and maintaining the pond area. Thanks, Jim

From: Chris Shewchuk Sent: Thursday, July 11, 2019 9:53:22 AM To: Jim Shada Subject: FW: Annexation review

Jim,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris



City of Bellevue 1500 Wall Street. • Bellevue, Nebraska 68005 • (402) 682-6602 Human Service Office

## MEMO

To: Chris Shewchuk-Planning Director

From: Amanda Parker-Human Service Manager

Date: July 2, 2019

Re: Annexation Information Review

This is to inform you that I have reviewed the areas in the proposed annexation that include:

		Estimated Impact
#67 #171 #177 #182 #183 #186 #197	Normandy Hills Tregaron Fox Ridge Estates 370 Pointe Pilgrims Landing Oakhurst/Oakridge East Heartland Hills	Estimated impact High Low Low Low Medium Low
#242	Cedar View	Low
#265	Williamsburg	Low

I have concluded that from the review for these areas, the Specialized Transportation Service would see a tremendous increase in demand for service from these proposed areas since there are a great deal of private residences within their boundaries as well as Senior Living Homes, specifically Tregaron and Normandy Hills. We receive several calls a week concerning services in these areas. The financial impact and increase of equipment/personnel on the department is hard to tell as we will have to see just how many residents utilize our services. If the maximum number of residents living in these areas apply to utilize our services, we will have to adjust how we run the transportation in order to not add an additional route. In addition, our secretary will need assistance in keeping up with the increase of phone calls and office responsibilities.

#### **Chris Shewchuk**

From: Sent: To: Subject: Ashley Decker Thursday, July 11, 2019 3:17 PM Chris Shewchuk RE: Annexation review

The only real impact it would have on our department would be fuel cost for the added clients we would pick up with the mini bus service. It is hard to quantify that because we don't have an elderly or disabled census of the areas. When working with Rich on the budget we used a factor of a 20% increase in fuel cost, so I would run with that as our best estimate. Approximately \$5,500. No additional personnel should be needed.

Ashley Decker, SPHR, SHRM-SCP Human Resources Manager

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Thursday, July 11, 2019 9:55 AM To: Ashley Decker <ashley.decker@bellevue.net> Subject: FW: Annexation review

Ashley,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris

From: Chris Shewchuk Sent: Friday, June 14, 2019 10:15 AM To: Bobby Riggs <<u>Bobby.Riggs@bellevue.net</u>>; Epiphany Ramos <<u>epiphany.ramos@bellevue.net</u>>; Jim Shada <<u>Jim.Shada@bellevue.net</u>>; Mark Elbert <<u>Mark.Elbert@bellevue.net</u>>; Perry Guido <<u>Perry.Guido@bellevue.net</u>>; Susan Kluthe <<u>Susan.Kluthe@bellevue.net</u>>; Todd Jarosz <<u>Todd.Jarosz@bellevue.net</u>>; Julie Dinville <<u>Julie.Dinville@bellevue.net</u>>; Ashley Decker <<u>ashley.decker@bellevue.net</u>>; Amanda Chandler <<u>amanda.parker@bellevue.net</u>> Cc: Jeff Roberts <<u>Jeff.Roberts@bellevue.net</u>>; Jim Ristow <<u>jim.ristow@bellevue.net</u>>; Richard Severson <<u>richard.severson@bellevue.net</u>> Subject: Annexation review

All:

The City is moving forward with the annexation of up to sixteen Sanitary and Improvement Districts; to make it a little bit easier on ourselves, we have divided the SIDs into two groups. The first group consists of the following nine SIDs:

#67 Normandy Hills #171 Tregaron



City of Bellevue Waste Water Department 8902 Cedar Island Road • Bellevue, Nebraska 68147 • (402) 293-3135

To: Chris Shewchuk CC: Jeff Roberts From: Epiphany Ramos RE: Annexation Report Request Dated 06/14/2019 Date: July 11, 2019

I have reviewed the proposed annexation areas and have found the sanitary infrastructure to be satisfactory in most area, however there is a trunk line in SID 171 that will be needing some substantive repairs/ rehabilitation scheduled. The remaining areas and infrastructure will require minimal repairs needed upon annexation. Immediate intense cleaning and inspection will be required upon annexation which will take approximately 8 months for my current staff to complete and will create backlog for the existing scheduled work load. Once this initial cleaning and inspection is completed, routine maintenance and scheduled capital improvement planning should begin. Our operating margin is currently at approximately 30%, we would be able to maintain this margin within these locations as well based on increased revenues and increased expense projections.

The below chart contains the basic information requested for these areas, Total FTE (full-time employee) required is annually. Additional maintenance equipment would need to be purchased. The current cost for the additional fleet united needed is estimated at \$250,000.00. A total of two additional employees will be required to maintain current department operations and maintenance plan.

		PIPE	мн	Est # Units	Annual Est Revenue	Remaining Life of Assets	Total FTE needed for Maintenance
SID	171	18552	82	240	\$177,984.00	30	0.46
	177	7928	27	51	\$ 37,821.60	27	0.20
	182	1716	11	76	\$ 56,361.60	27	0.04
	183	9171	44	212	\$157,219.20	27	0.23
	186	11279	39	305	\$226,188.00	28	0.28
	197	10930	26	134	\$ 99,374.40	30	0.27
	265	8246	53	200	\$148,320.00	34	0.21
						Total FTE	
						Required	1.70



#### **Chris Shewchuk**

From:	Susan Kluthe
Sent:	Tuesday, July 16, 2019 11:12 AM
То:	Chris Shewchuk
Subject:	RE: Annexation review

Just a little information for the annexation review.

Tregaron (We would gain some revenue here due to liquor licenses and tobacco licenses)

- **#177** Fox Ridge Estates
- #182 370 Pointe

#171

- #183 Pilgrims Landing
- #186 Oakhurst/Oakridge East
- #197 Heartland Hills

#265 Williamsburg (We would gain a little revenue for a liquor & a tobacco license)

As far as additional expenses or employee time, it would be minimal.

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Friday, July 12, 2019 8:42 AM To: Susan Kluthe <Susan.Kluthe@bellevue.net> Subject: RE: Annexation review

Off the top of my head:

Tregaron—Golf Course, Wal-Mart Neighborhood Market, Kwik Shop, and Sina Way Chinese Restaurant all have liquor licenses. Several other businesses, but I'm not sure if any have liquor licenses 370 Pointe—several businesses, I don't think any of them would have liquor licenses Williamsburg—Kum and Go would have a liquor license, no other businesses

The other four SIDs are all residential, I am not aware of any businesses in them.

From: Susan Kluthe Sent: Friday, July 12, 2019 8:02 AM To: Chris Shewchuk <<u>Chris.Shewchuk@bellevue.net</u>> Subject: RE: Annexation review

Sorry Chris I have been sick and out of office last 2 days. Could you please let me know what businesses & maybe their addresses for the proposed annexed areas? If any of them have liquor licenses, I will have to know who they are. As far as additional personnel or equipment needs we will not need anything. The only thing I for see is additional revenue for liquor licenses, tobacco licenses, and if there would happen to be a business like a grooming shop which would also require a license.

Thanks! Susan

# THE LLE VUE

City of Bellevue Bellevue Public Library 1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

## Memo

To: Chris Shewchuk, Planning Director

From: Julie Dinville, Library Director

Date: 7/12/2019

The major concerns with annexation and the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Tregaron #171, Fox Ridge Estates #177, 370 Pointe #182, Pilgrims Landing #183, Oakhurst/Oakridge East #186, Heartland Hills #197, and Williamsburg #275).

According to the figures you provided, there is an approximate population of about 4,180 persons in all the SIDs concerned. We estimate that we have approximately 2,000 membership cards to these areas. Even with the inactive memberships removed, this will have a significant effect on our non-resident membership revenues per year (a household membership is \$40.00 annually).

Secondly, we currently spend about \$4.00 per cardholder for materials. If we were to add an additional 1,000 card memberships, that would result in a need for an additional \$4,000 to add to our materials budget to purchase enough titles/copies to meet demand (including digital materials). If more were added, additional funds would be needed.

Also, we continue to be stretched in regards to program capacity. High-demand programs such as our Summer Library Program for children are at capacity. We held 85 programs this summer, and for the 20 that required registration, we were completely full with waiting lists for all of them. Our Children's Department is run by one full-time and one 25-hour/week assistant. If we continue to add families to our membership, the library would need to increase staff hours, either by hiring an additional part-time person, or by making our assistant full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Additionally, building size is a consideration for us for lack of meeting room/programming space and to house a collection that is meeting the needs of a larger membership audience.





Error! Main Document Only. City of Bellevue Street Department 206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

## **MEMORANDUM**

To:Chris SchewchukPlanning DirectorCc:Jeff RobertsPublic Works DirectorFrom:Bobby RiggsStreet SuperintendentSubject:June 2019 Annexation Package Review – Pt 1Date:June 24, 2019

#### I. SID Areas

 $\triangleright$ 

Lane Mile Additions and Annual Street Lighting Costs

- Package Totals: <sup>1</sup>Lane Miles = 40.96 <sup>2</sup>Annual Street Lighting Cost = \$101,313.96
  - > #67 Normandy Hills
    - Lane Miles = 5.36
    - OPPD annual street lighting cost = \$16, 355.52
  - ▶ #171- Tregaron
    - Lane Miles = 11.17
    - OPPD annual street lighting cost = \$20,046.96
  - #177 Fox Ridge Estates
    - Lane Miles = 3.41
    - OPPD annual street lighting cost = \$1,866.24
  - > #182 370 Pointe
    - Lane Miles = 0.55
    - OPPD annual street lighting cost = \$0
    - #183 Pilgrims Landing
      - Lane Miles = 5.64
      - OPPD annual street lighting cost = \$14,313.72
  - > #186 Oakhurst/Oakridge East
    - Lane Miles = 6.24
      - OPPD annual street lighting cost = \$21,957.72
  - > #197 Heartland Hills
    - Lane Miles = 3.21
      - OPPD annual street lighting cost = \$10,692.12
  - > #242 Cedar View
    - Lane Miles = 0.58
      - OPPD annual street lighting cost = \$2,423.28
  - > #265 Williamsburg
    - Lane Miles = 4.80
    - OPPD annual street lighting cost = \$13,658.40

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

#### II. MANPOWER NEEDS

#### Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, 2018, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street sweeping on 568.47 lane miles of roads.

(Note: This number does not incorporate the most-recent annexations in spring of 2019).

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1employee per 12.74 lane miles, an average of 1970's (1:5.88) and 2013 (1:19.60) rates.

This package would warrant 3 full-time positions in year one, in an ongoing effort to hit target staff levels required to adequately maintain the street system in the City.

FY 19-20 increased department Personnel cost assumption, above current levels - \$150,000.

#### III. EQUIPMENT NEEDS

#### Snow removal, route equipment

In order to provide current levels of service during snow removal operations, the department, in the winter of 2018-19, used thirty-four (34) pieces of equipment to clear roads in the winter. This averages 16.72 lane miles per unit. While the proposed areas in this package would not quite meet the threshold required to add three (3) pieces of equipment, I feel we would be best served by adding up to three route trucks.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$641,000.

(Note – this number is in addition to anticipated replacement of current, aging snow clearing equipment submitted for the upcoming FY19-20 budget).

#### IV. DEPARTMENT OPERATIONAL BUDGET

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

The FY 18-19 budget funded operational expenses to maintain the street system (568.47 lane miles) at \$2,189,954. This would provide for a rate of funding of 3,852.37 per lane mile. This first portion of this package, 40.96 lane miles, would require a funding adjustment of 7.2% above last budgeted levels to meet annual needs. Assuming last year's operational budget as a baseline, with a 2.5% adjustment for cost increases in 2019-20, that baseline would increase to nearly \$2.25 million dollars. Adjusted operational costs to add the proposed areas should reasonably add approximately \$160 thousand to the annual operational budget.

First-year operational budget needs will approach \$2.4 million to perform current yearly maintenance. This number does not factor in the request for additional staff or potential regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly 25 thousand dollars for signs, posts and hardware to cover the nine areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

Estimated need for first-year operational budget increase w/o additional personnel: \$162,000.

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

#### V. Capital Improvement Plan (C.I.P) / 1- and 6-Year Street-Related Projects

#### Maintenance and Reconstruction Projects

The following are potential considerations for short- and long-term Capital Improvement Plans.

- Plans for contractual work to install curb ramps in both Blackhawk and Oakhurst/Oakridge East will need to be added to the existing plan and completed within 3 years of annexation. Costs could approach \$80-100 thousand dollars.
- Heartland Hills will need to contracted project to address pavement deterioration, inlet repairs, and curb ramp installs within two years of annexation. Costs could easily top \$100 thousand dollars to address immediate needs.
- Design and engineering plans should be considered within the first 5 years following annexation for widening and reconstruction of 25<sup>th</sup> St from Lynwood Dr to Fairview, including traffic signal installation at the intersection of 25<sup>th</sup> & Fairview Rd.
- The City would also acquire the bridge on Maass Rd (370 Pointe). The bridge will need to be put into our annual inspection schedule. Sarpy County will have the latest inspection data for conditions and maintenance needs.

#### VI. Highway Allocation

#### Projected revenue increase

Highway Allocation funding for part 1 of the package, 40.96 lane miles, is fluid and subject to change with revenue fluctuation. Current per lane mile projections are not available from the State. Projections in this report are solely based on City's budget with projections reduced to a per lane mile estimate. FY 18-19 Budget - \$4,791,018 for 2018 lane mile totals.
The FY18-19 budget projects revenue at \$8,427.92 per lane mile.
Using this as a baseline:
12-month anticipated increase to Highway Allocation levels would be \$345,207.60.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





#### City of Bellevue Fleet Maintenance Department 2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

### MEMORANDUM

To: Jeff Roberts From: Todd Jarosz Subject: Additional Annex Date: 6-19-2019

After reviewing the current annexation plans for the City of Bellevue it raises some substantial concerns. Having all the CIP expansion for the Fleet and Fabrication Department removed from the 2019 projects, has already set the department productivity and efficiency backwards. Further annexation additions without proper Fleet Department expansion will amplify the situation.

The current Fleet facility is based on a 1995 study that was to be sufficient through 2015. In the 1995 study it did not include the extreme work load of a paid Fire Department or the current annexation plans. Also, with the recent flooding of the Fabrication facility and having to move that operation to the Fleet facility it has now cut into Fleets provision by over 25% increasing the congestion.

The previous proposal for the Fleet department expansion and the additional building for the Fabrication side is even more critical. With out the addition, in the future Fleet will be forced to outsource more and more work at a 100%-200% increase in price along with additional down time.

To readdress the conditions and circumstances that warrant the expansion of the Fleet Department would be in the best interest of the City of Bellevue and would be found to be necessary.



City of Bellevue Fleet Maintenance Department 2012 Betz Road - Bellevue, Nebraska 68005 • (402) 293-3129

## **MEMORANDUM**

To:	Jeff Roberts
From:	Todd Jarosz H
Subject:	Fleet Maintenance - Anticipated Personnel and Facility Needs
Date:	October 30, 2018

As planners and developers consider the future of a larger land mass and population for the City of Bellevue through annexation, the Fleet Maintenance department would like to propose its anticipated personnel and facility needs a larger Bellevue would present.

It would be necessary to add a minimum of 1 diesel tech and 1 auto tech to my staff to handle the increased work load. The mechanic shop, built in 1999, has eight work bays, one area for small engine repair and a wash bay. The work load for the shop has increased tremendously in the past 5-8 years. Currently, eight bays have become insufficient to service the needs of the city, annexation will create a heavier burden. We anticipate a 50% increase in work load for most of the departments within the city and 150% increase work load for the Fire department. With more personnel and increased work load it is clear that we need to expand. I propose a minimum of 6,000 additional square feet of shop floor space to adequately perform our jobs. We would also request an additional 2,000 square feet of office space, break room and storage area as we have outgrown the space we currently have.

It will also be necessary to construct an additional building to house the Fabrication department on the grounds in which Fleet Maintenance operates on Betz Road. The Fabrication department is managed by the Fleet Maintenance Superintendent, orders supplies through our parts room and performs tasks that often times are reported by our techs/mechanics. Currently the Fabrication Shop operates out of one of the Street department's shops on the southern edge of Bellevue. Relocating the Fabrication operations to Fleet Maintenance facilities will make for a smoother, more efficient process and would eliminate commuting between the two locations. The estimated size of the proposed facility would be approximately 5,000 square feet with 4 work bays, office space and restrooms.

## Yearly work order average per week

- 2008 Averaged 18-25 Work orders per week
- 2010 Averaged 18-25 Work orders per week
- 2012 Averaged 25-27 Work orders per week
- 2014 Averaged 27-30 Work orders per week
- 2016 Averaged 29-30 Work orders per week
- 2017 Averaged 35-40 Work orders per week
- 2018 Averaged 42-45 Work orders per week
- 2019 Averaging 50-53 Work orders per week

The Fleet Facility is a working structure base on a growth study of Bellevue from 1995 through 2015.

The yearly growth after 2015 has almost double the capacity of the projected growth for this facility.

The physical size and staffing to run the Fleet facility have not increased in size to keep up with the demands of the growth of the City of Bellevue. The failure to expand or not to immediately proceed with the proper action to resolve this situation, will result in back logged work, failure to react and repair emergency equipment in a safe time line and the farming out of more repairs to extremely expensive low quality sub-contracting shops.

None of this reflects the addition of the Fabrication Department being relocated at the Fleet Maintenance building, due to the 2019 Food. With the Fabrication, there is additional work orders and the loss of work space hindering the operation of the Fleet Department.

#### **BPD ANNEXATON NEEDS**

7-5-19

Currently the Department is budgeted for 95 sworn police officers to provide services to a population of 53, 434 people. (2018 Census Bureau). This equates to 1.77 police officers per 1,000 residents. This average is below the National average of 2. Using this data one could proclaim that taking on the additional 11,175 residents could require an additional 19 to 20 sworn police officers. By way of furthering this point I included a list of Nebraska cities with similar populations to 11,175 and the sworn staff range from 14 to 28 in these communities.

We currently average 46901 calls for service per year according the Sarpy CAD System. We have studied the call load for each subdivision in this package and determined that our calls for service will increase by roughly 7%. We are authorized 100 sworn staff at our current population and calls for service so this annexation call load would justify 7 additional staff.

I would propose to maintain our current level of service that the increase in staff is not solely driven by population so the thought of increasing our sworn staff to 19 or 20 is likely unnecessary and would take about 5 years to accomplish with hiring, training, and attrition accounted for.

It is my opinion that an additional 4 road patrol officers and 2 cruisers to build a new patrol district will handle the street portion of this annexation.

It is my opinion that an additional family crimes detective will be needed to address those needs associated with this annexation package.

It is my opinion that an additional 2 cyber crimes detectives with be needed to address the needs of this annexation package. (this unit is under staffed and falling behind already with the spiking technology aspects to nearly all of our cases).

It is my opinion that an additional code enforcement officer and a pick-up truck will be needed to address the Code aspect of this annexation package.

In total that is 7 sworn police officers, 1 non sworn code officer, and 3 vehicles.

Our records division and property and evidence divisions should be able to take this annexation on without additional staff at this time.

K that

**Chief Mark Elbert** 

## Ordinance no. <u>3958</u>

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

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

Lots 1 through 167 and 169 through 175, and Outlots A and B, Oakhurst Lot 1 Oakhurst Replat One Lots 1 through 130, Oakridge East

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on October 1, 2019.

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

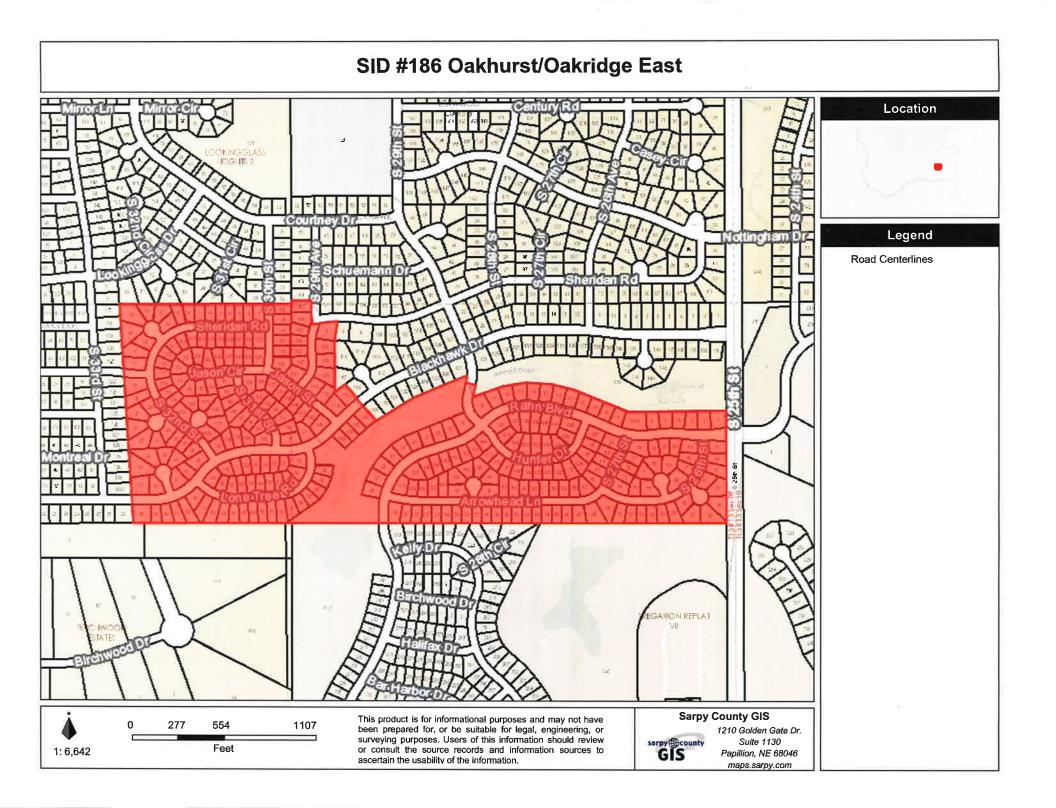
APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor



#### CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 6, 2019		AGENDA ITEM TYPE:		
		SPECIAL PRESENTATION		
SUBMITTED BY:		LIQUOR LICENSE		
Chris Shewchuk, Planning Director		ORDINANCE -		
		PUBLIC HEARING		
		RESOLUTION		
		CURRENT BUSINESS		
		OTHER (SEE CLERK)		

#### SUBJECT:

Request to annex Sanitary and Improvement District #197, Heartland Hills. Applicant: City of Bellevue.

#### SYNOPSIS:

A review of the SID debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of this area indicates it is feasible for the City to annex SID #197 at this time. This annexation is part of an annexation package consisting of seven SIDs.

#### FISCAL IMPACT:

This annexation package would have a positive fiscal impact on the City based upon current and projected revenues and expenses associated with the annexation.

#### BUDGETED ITEM: YES VO

PROJECT # & TRACKING INFORMATION:

N/A

#### **RECOMMENDATION:**

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

#### BACKGROUND:

See attached Planning Department memorandum regarding the fiscal analysis and department review of the proposed annexation package.

#### ATTACHMENTS:

1 PC recommenda	ition	4	
2 Planning Departs	ment staff memo	5	
3 Proposed Ordina		5	
SIGNATURES: ADMINISTRATOR APPROVAL:		Alu	
FINANCE APPROVAL:		~	
LEGAL APPROVAL:	A'B'AL	lobly	

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT:

City of Bellevue

CITY COUNCIL HEARING DATE: August 20, 2019

**REQUEST:** 

to annex Sanitary and Improvement District #197, Heartland Hills

On July 25, 2019, the City of Bellevue Planning Commission voted five yes, zero no, zero abstained, and four absent to recommend:

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

#### VOTE:

Yes:	Five	No:	Zero	Abstain:	Zero	Absent:	Four
	Casey						Aerni
	Cain						Perrin
	Jacobson						Smith
	Ackley						Cutsforth
_	Ritz						

Planning Commission Hearing (s) was held on: July 25, 2019

City of Bellevue Office of the Planning Department

To:	Mayor Hike
	City Council
	City Administrator Jim Ristow
From:	Chris Shewchuk, Planning Director
Date:	July 30, 2019
Subject:	City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following seven Sanitary and Improvement Districts into the city limits:

SID #171TregaronSID #177Fox Ridge EstatesSID #182370 PointeSID #183Pilgrims LandingSID #186Oakhurst/Oakridge EastSID #197Heartland HillsSID #265Williamsburg

In addition to these SIDs, we are also proposing the annexation of an additional nine parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Maps of the SID boundaries and the nine additional lots are attached to this report.

#### FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The seven SIDs proposed for annexation have an assessed valuation for 2019 of \$329,246,687 which will generate \$2,008,980 of property tax revenue for the City. The SIDs also currently have \$2,495,412 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$12,740,000 in outstanding bonded indebtedness and \$146,312 in construction fund warrants. Annual debt payments for the bonded indebtedness are \$1,151,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual

debt service payments. The construction fund warrants are short term, higher interest debt and are expected to be paid almost immediately after annexation. Annual tax revenue after debt service payments is expected to be \$857,405 prior to accounting for how the cash and investments are utilized. The nine unincorporated lots will add another \$750,042 of valuation and \$4,575 of tax revenue to the annexation package. A chart showing figures for the individual SIDs is attached for your review.

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

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

# **DEMOGRAPHICS**

The areas proposed for annexation consist of 1,209 parcels and 1,663 dwelling units, including apartments. The population estimate of 4,357 is based upon the 2010 Census average household size of 2.62 persons per dwelling unit.

# **DEPARTMENT REVIEW**

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Below is a summary of those comments; full responses are attached to this report.

<u>Parks Department</u>—30 acres of parks and open space, trails and tree maintenance, three playgrounds,  $\frac{1}{2}$  acre pond; need for two additional full-time staff and two Hustler Z104 riding lawn mowers (estimated cost is \$21,000 per lawn mower)

<u>Human Resources/Human Services</u>—additional fuel cost of \$5,500 for increased transportation services; high impact on transportation services from SID 171 due to senior living facility; equipment and personnel needs difficult to determine until full demand for services is seen; depending upon demand, transportation service routes may have to be adjusted in order to not add an additional route

<u>Wastewater</u>—most sanitary infrastructure is in satisfactory condition requiring minimal repairs upon annexation, however there is a trunk line in SID 171 which will need substantive repairs/rehabilitation; intense cleaning and inspection will take about eight months and create a backlog for the existing scheduled work load; need for two additional full-time employees and maintenance equipment (estimated at \$250,000); estimated annual revenue is approximately \$903,000; approximately 60-65% of revenue is paid to City of Omaha for wastewater treatment, remaining revenue will allow department to absorb additional expenses <u>City Clerk</u>—some additional revenue from liquor licenses and tobacco licenses; minimal additional expenses or employee time requirements

<u>Library</u>—loss of revenue due to current paid members coming into the city; increase in material costs (estimated 1,000 new members @ \$4 per member = \$4,000); many current programs are at capacity; additional memberships would result in need for additional staff; building size is a consideration with the need to house a collection to meet the needs of a larger membership audience and a lack of meeting room/programming space

<u>Street Department</u>—additional 35.02 lane miles to maintain; increase in State Highway Allocation funding of \$295,145.756; annual street lighting cost \$82,535.16; three additional full-time personnel (\$150,000); increase in operational expenses (\$163,000); capital expenses (three trucks \$641,000); short- and long-term capital considerations: curb ramps in Oakhurst/Oakridge East, Heartland Hills pavement deterioration and other repairs, design and engineering for widening and reconstruction of 25<sup>th</sup> Street from Lynnwood Drive to Fairview Road, bridge inspections on Maass Road (370 Pointe)

<u>Fleet Maintenance</u> expressed concerns regarding the need to expand the Fleet Maintenance Facility which was built to be sufficient through 2015, but did not account for the extreme load of a paid Fire Department and current annexation plans; Fabrication Department has moved into the facility due to flooding; more work may need to be outsourced at a 100 - 200% increase in price and more down time

<u>Police</u>—analyzed calls for service for <u>all</u> SIDs currently under consideration for annexation; data showed a potential increase of 7% in calls for service; to maintain current service levels, the addition of seven sworn officers, one non-sworn code officer, and three vehicles would be necessary; the SIDs in this annexation proposal represent approximately 52% of the potential increase in calls for service, therefore an additional four personnel and two or three vehicles would be necessary as a result of this annexation

## AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, fire response (although many areas are currently served by the Bellevue Fire Department through the Eastern Sarpy Fire District), wastewater service, trash removal, free library cards, and specialized transportation services.

## Property taxes

The overall property tax levy will decrease for most new residents of the City as shown in the chart below, only SID #183 would show a slight increase in property taxes (based upon current levy amounts). In determining future taxes, the levies for the SID and the fire districts were removed and replaced with the City tax levy. SID #182 is higher than the others because it is in the Papillion-LaVista School district. SID #186 is split between the Eastern Sarpy and Papillion Fire Districts accounting for the difference in the current levy shown below; this difference will be eliminated with the annexation.

SID #		Current Levy	In-City Levy	Change in Levy	Tax change per \$100,000
171		2.274010	2.198227	-0.075783	(\$75.78)
177		2.702219	2.198227	-0.503992	(\$503.99)
182		2.774194	2.378485	-0.395709	(\$395.71)
183		2.164010	2.198227	0.034217	\$34.22
186	PFD	2.263963	2.198227	-0.065736	(\$65.74)
186	ESFD	2.314010	2.198227	-0.115783	(\$115.78)
197		2.381165	2.198227	-0.182938	(\$182.94)
265		2.434008	2.198227	-0.235781	(\$235.78)

The unincorporated areas will have a more significant increase in their property tax rates since they are not currently paying a SID tax. Four of the parcels are not taxed as they are City or school property; the tax rate will change from 1.77401 to 2.198227—an increase of 0.424217 or \$424.22 per \$100,000 of valuation—on four of the remaining parcels, and the final parcel will see a levy change from 1.723963 to 2.198227—an increase of 0.474264 or \$474.26 per \$100,000. (This final parcel is only valued at \$525.)

Property tax changes will be effective for taxes assessed in 2020 and due in 2021.

# Sales Taxes

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

# Trash pick-up

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

# School Districts

The annexation has no effect on school district boundaries.

# Planning, Zoning, Building Permits

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

# Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$15.44. Non-residents pay the City of Omaha minimum fee of \$35.28, new residents will see a monthly savings of approximately \$20.

# Other

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

# PLANNING DEPARTMENT RECOMMENDATION

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

# PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of the annexation package based upon compatibility with surrounding neighborhoods, positive financial impact on the City, and natural growth and development of the City.

SID #	SID NAME	BONDED DEBT(a)	GENERAL FUND WARRANTS(b)	ANNUAL DEBT SERVICE	2019 VALUATION	CITY TAX REVENUE(c)	TAX REVENUE MINUS DEBT SERVICE	CASH AND INVESTMENTS(d)
171	Tregaron	\$4,715,000	\$24,310	\$371,000	\$112,613,844	\$686,944	\$315,944	\$560,199
177	Fox Ridge Estates	\$1,815,000	\$0	\$120,000	\$19,375,596	\$118,191	(\$1,809)	\$303,696
182	370 Pointe	\$655,000	\$0	\$50,000	\$9,333,684	\$56,935	\$6,935	\$215,764
183	Pilgrim's Landing	\$1,080,000	\$0	\$150,000	\$52,694,395	\$321,436	\$171,436	\$325,490
186	Oakhurst/Oakridge East	\$1,050,000	\$36,555	\$145,000	\$56,979,733	\$347,576	\$202,576	\$232,824
197	Heartland Hills	\$1,215,000	\$85,447	\$140,000	\$33,103,109	\$201,929	\$61,929	\$293,440
265	Williamsburg	\$2,210,000	\$0	\$175,000	\$45,146,326	\$275,393	\$100,393	\$563,999
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,246,687	\$2,008,405	\$857,405	\$2,495,412
	Unincorporated lots	\$0	\$0	\$0	\$750,042	\$4,575	\$4,575	\$0
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,996,729	\$2,012,980	\$861,980	\$2,495,412

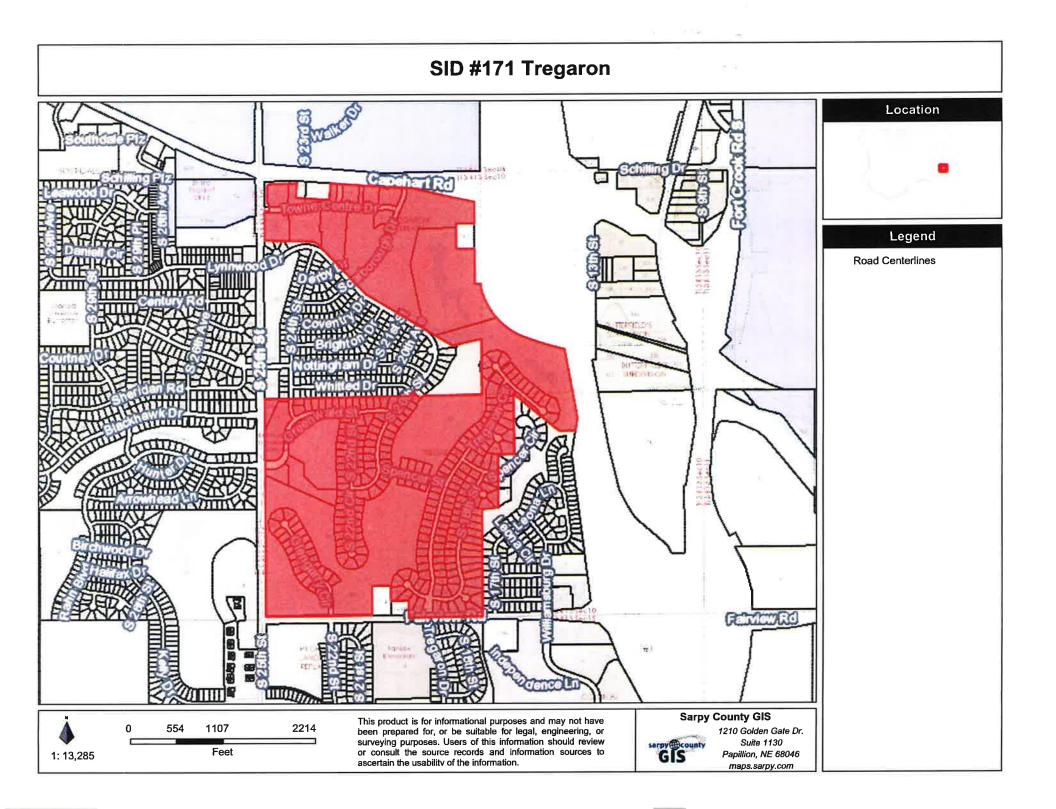
NOTES:

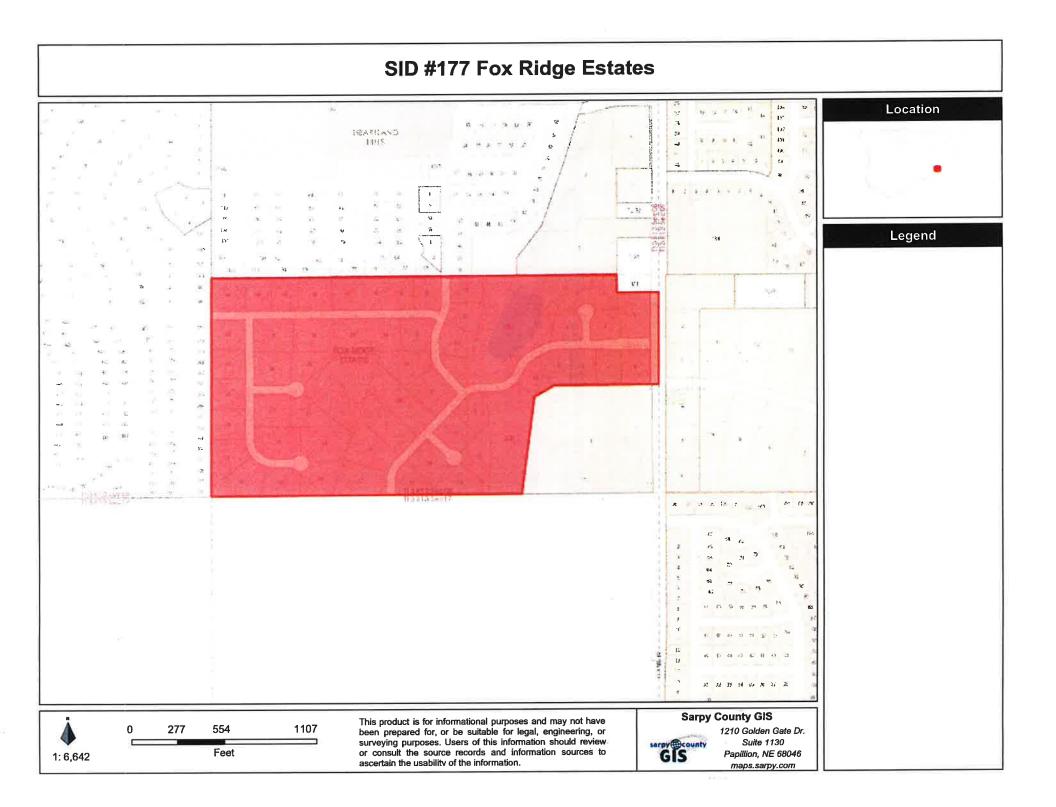
(a) As of July 1, 2019

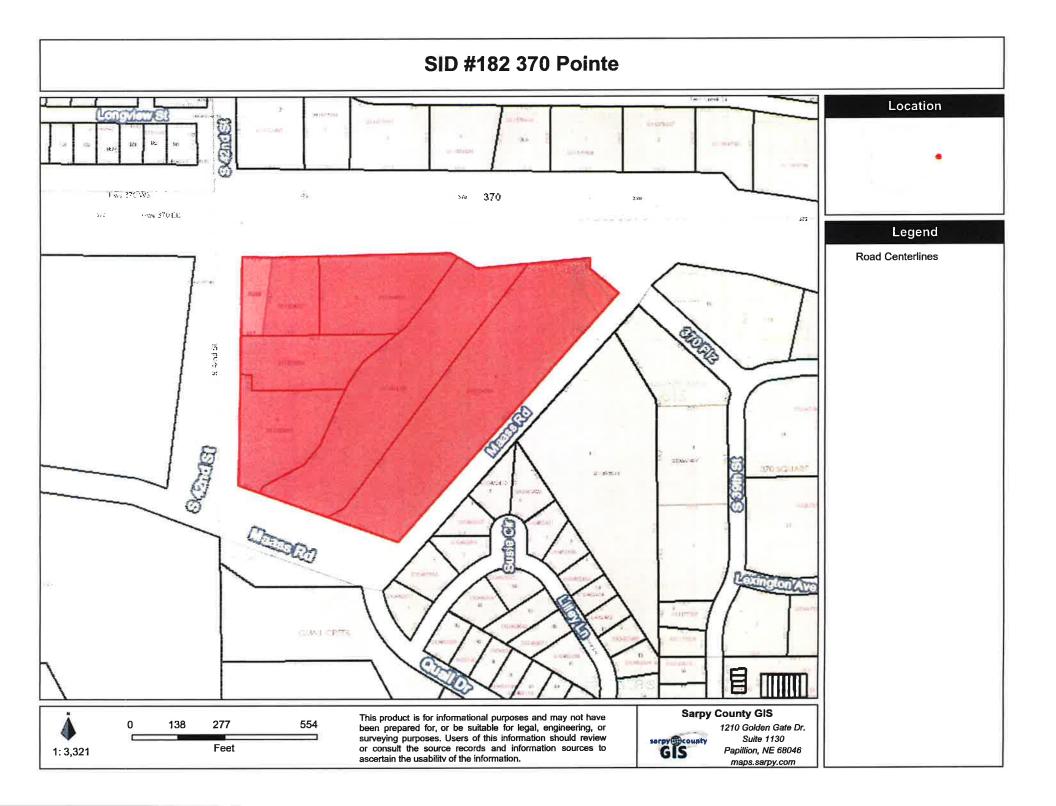
(b) As of June 30, 2018, the last audit date

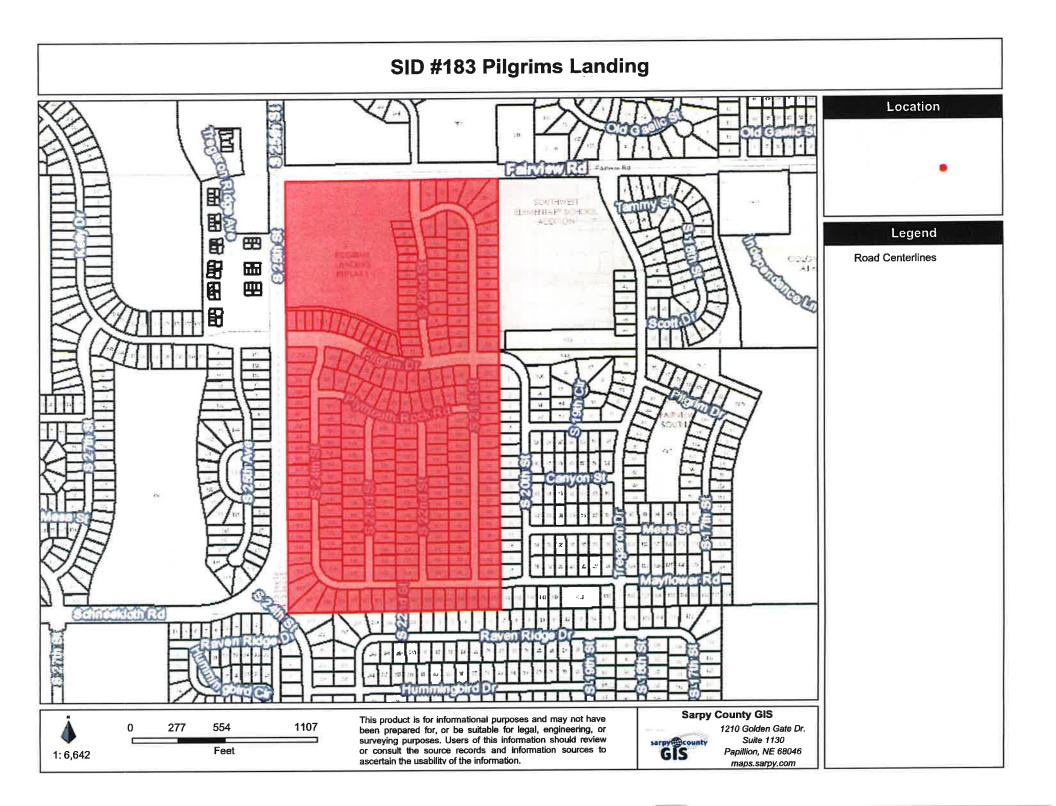
(c) Based on current levy of 0.61

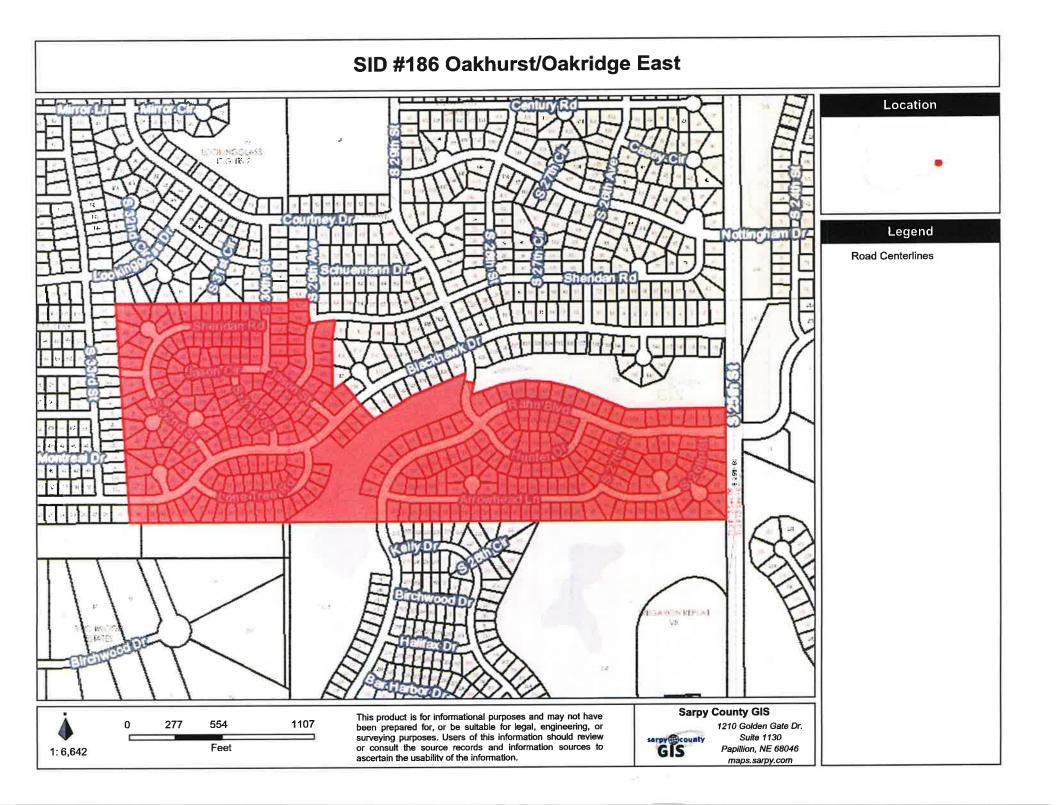
(d) As of June 30, 2019

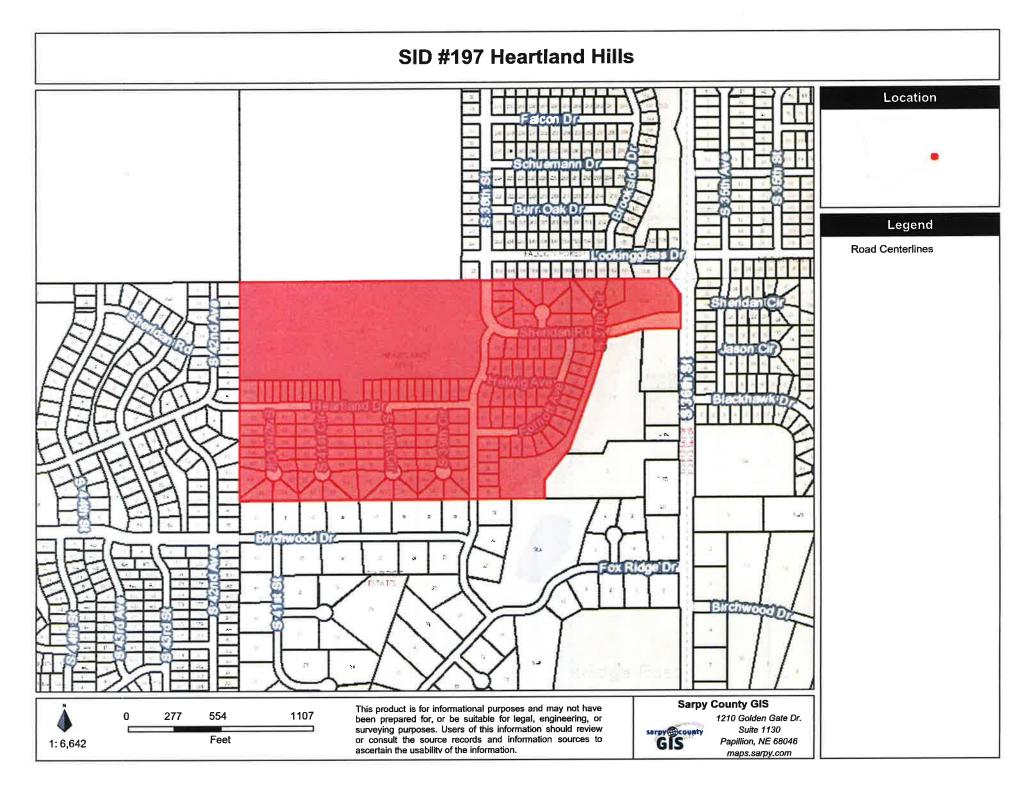


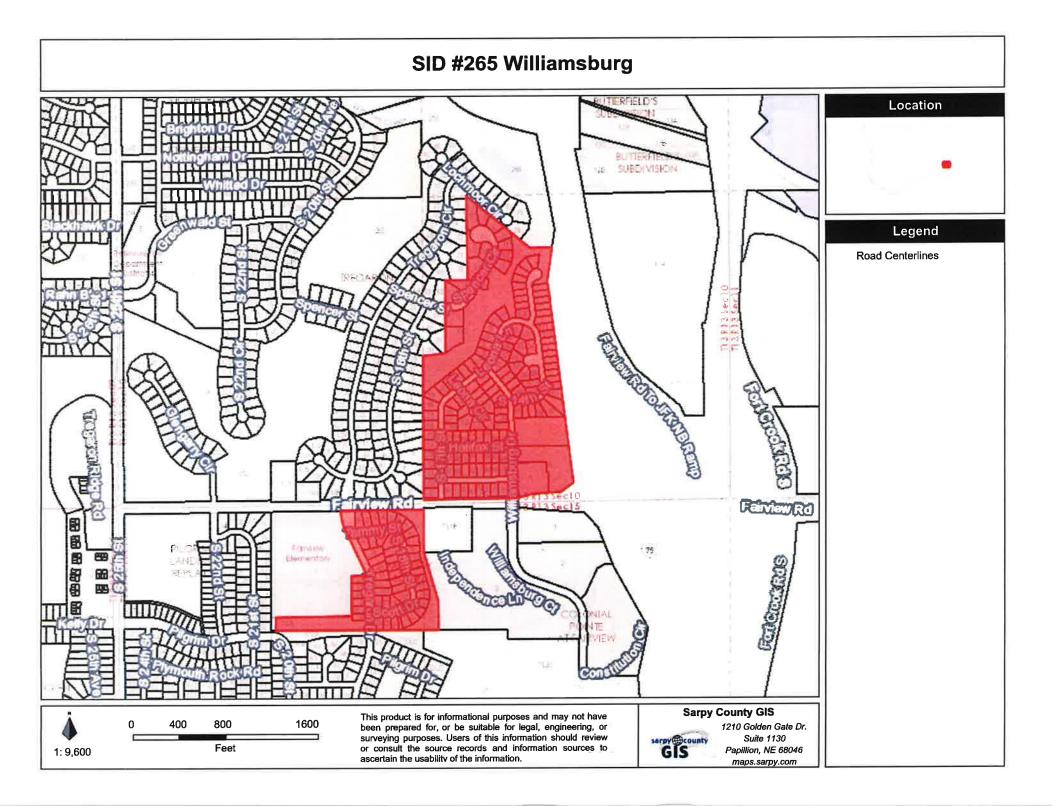


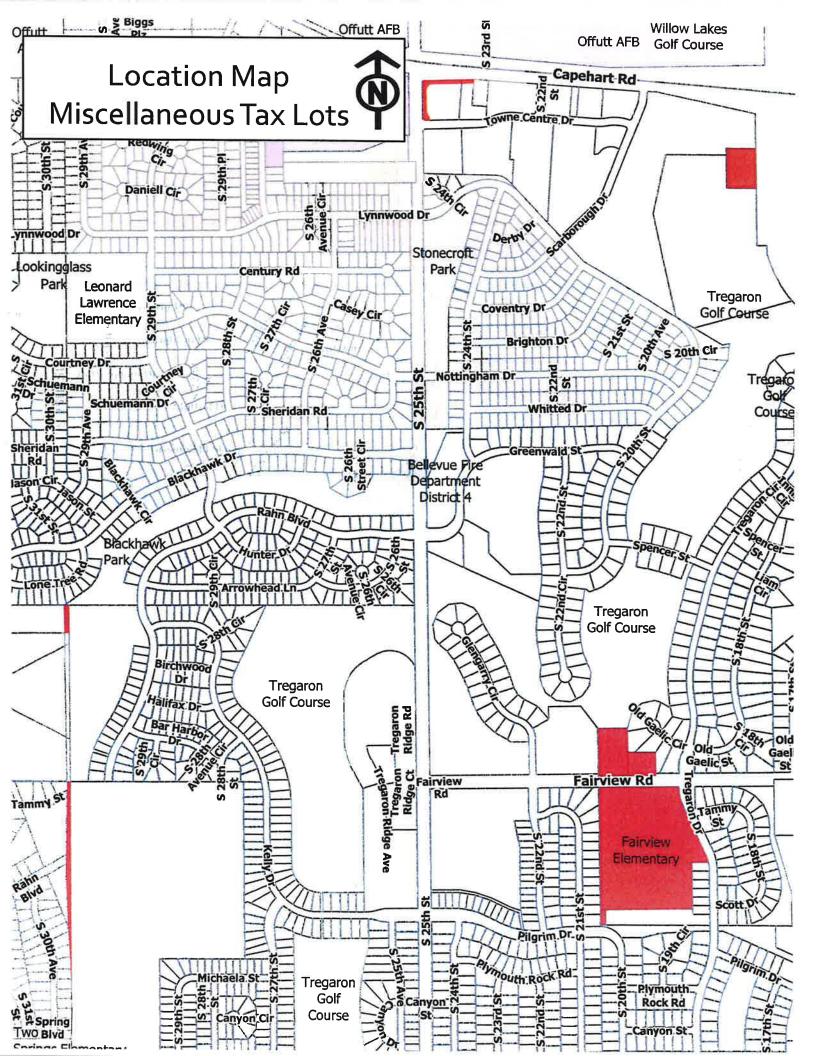












# **Chris Shewchuk**

From:
Sent:
To:
Subject:

Jim Shada Thursday, July 18, 2019 8:10 AM Chris Shewchuk Re: Annexation review

Please find listed below additional information concerning the annexation: Open Space & Parks Acres - 30 acres Trials & Tree Maintenance 3 - Playgrounds 1/2 Acre Pond upkeep Thanks, Jim

From: Jim Shada Sent: Monday, July 15, 2019 1:20:49 PM To: Chris Shewchuk Subject: Re: Annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 2 additional full time staff and 2 Hustler Z104 riding lawn mowers(estimated cost is \$21,000 per lawn mower). This is based on the acres of open space, trial maintenance, tree maintenance and maintaining the pond area. Thanks, Jim

From: Chris Shewchuk Sent: Thursday, July 11, 2019 9:53:22 AM To: Jim Shada Subject: FW: Annexation review

Jim,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris



# MEMO

To: Chris Shewchuk-Planning Director

From: Amanda Parker-Human Service Manager

Date: July 2, 2019

**Re:** Annexation Information Review

This is to inform you that I have reviewed the areas in the proposed annexation that include:

		Estimated Impact
#67	Normandy Hills	High
#171	Tregaron	High
#177	Fox Ridge Estates	Low
#182	370 Pointe	Low
#183	Pilgrims Landing	Low
#186	Oakhurst/Oakridge East	Medium
#197	Heartland Hills	Low
#242	Cedar View	Low
#265	Williamsburg	Low

I have concluded that from the review for these areas, the Specialized Transportation Service would see a tremendous increase in demand for service from these proposed areas since there are a great deal of private residences within their boundaries as well as Senior Living Homes, specifically Tregaron and Normandy Hills. We receive several calls a week concerning services in these areas. The financial impact and increase of equipment/personnel on the department is hard to tell as we will have to see just how many residents utilize our services. If the maximum number of residents living in these areas apply to utilize our services, we will have to adjust how we run the transportation in order to not add an additional route. In addition, our secretary will need assistance in keeping up with the increase of phone calls and office responsibilities.

# **Chris Shewchuk**

From: Sent: To: Subject: Ashley Decker Thursday, July 11, 2019 3:17 PM Chris Shewchuk RE: Annexation review

The only real impact it would have on our department would be fuel cost for the added clients we would pick up with the mini bus service. It is hard to quantify that because we don't have an elderly or disabled census of the areas. When working with Rich on the budget we used a factor of a 20% increase in fuel cost, so I would run with that as our best estimate. Approximately \$5,500. No additional personnel should be needed.

Ashley Decker, SPHR, SHRM-SCP Human Resources Manager

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Thursday, July 11, 2019 9:55 AM To: Ashley Decker <ashley.decker@bellevue.net> Subject: FW: Annexation review

Ashley,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris

From: Chris Shewchuk Sent: Friday, June 14, 2019 10:15 AM To: Bobby Riggs <<u>Bobby.Riggs@bellevue.net</u>>; Epiphany Ramos <<u>epiphany.ramos@bellevue.net</u>>; Jim Shada <<u>Jim.Shada@bellevue.net</u>>; Mark Elbert <<u>Mark.Elbert@bellevue.net</u>>; Perry Guido <<u>Perry.Guido@bellevue.net</u>>; Susan Kluthe <<u>Susan.Kluthe@bellevue.net</u>>; Todd Jarosz <<u>Todd.Jarosz@bellevue.net</u>>; Julie Dinville <<u>Julie.Dinville@bellevue.net</u>>; Ashley Decker <<u>ashley.decker@bellevue.net</u>>; Amanda Chandler <<u>amanda.parker@bellevue.net</u>> Cc: Jeff Roberts <<u>Jeff.Roberts@bellevue.net</u>>; Jim Ristow <<u>jim.ristow@bellevue.net</u>>; Richard Severson <<u>richard.severson@bellevue.net</u>> Subject: Annexation review

All:

The City is moving forward with the annexation of up to sixteen Sanitary and Improvement Districts; to make it a little bit easier on ourselves, we have divided the SIDs into two groups. The first group consists of the following nine SIDs:

#67 Normandy Hills

#171 Tregaron



City of Bellevue Waste Water Department 8902 Cedar Island Road • Bellevue, Nebraska 68147 • (402) 293-3135

To: Chris Shewchuk CC: Jeff Roberts From: Epiphany Ramos RE: Annexation Report Request Dated 06/14/2019 Date: July 11, 2019

I have reviewed the proposed annexation areas and have found the sanitary infrastructure to be satisfactory in most area, however there is a trunk line in SID 171 that will be needing some substantive repairs/ rehabilitation scheduled. The remaining areas and infrastructure will require minimal repairs needed upon annexation. Immediate intense cleaning and inspection will be required upon annexation which will take approximately 8 months for my current staff to complete and will create backlog for the existing scheduled work load. Once this initial cleaning and inspection is completed, routine maintenance and scheduled capital improvement planning should begin. Our operating margin is currently at approximately 30%, we would be able to maintain this margin within these locations as well based on increased revenues and increased expense projections.

The below chart contains the basic information requested for these areas, Total FTE (full-time employee) required is annually. Additional maintenance equipment would need to be purchased. The current cost for the additional fleet united needed is estimated at \$250,000.00. A total of two additional employees will be required to maintain current department operations and maintenance plan.

		PIPE	мн	Est # Units		inual Est venue	Remaining Life of Assets		Total FTE needed for Maintenance
SID	171	18552	82	240	\$1	177,984.00	3	0	0.46
	177	7928	27	51	\$	37,821.60	2	7	0.20
	182	1716	11	76	\$	56,361.60	2	7	0.04
	183	9171	44	212	\$1	157,219.20	2	7	0.23
	186	11279	39	305	\$2	226,188.00	2	8	0.28
	197	10930	26	134	\$	99,374.40	3	0	0.27
	265	8246	53	200	\$1	L48,320.00	3	4	0.21
							Total FT	Έ	
							Require	d	1.70



# **Chris Shewchuk**

From:	Susan Kluthe
Sent:	Tuesday, July 16, 2019 11:12 AM
То:	Chris Shewchuk
Subject:	RE: Annexation review

Just a little information for the annexation review.

#171	Tregaron	(We would gain some revenue here due to liquor licenses and tobacco licenses)
#177	Fox Ridge Estates	
#182	370 Pointe	
#183	Pilgrims Landing	
#186	Oakhurst/Oakridge East	
#197	Heartland Hills	
#265	Williamsburg (We wou	ld gain a little revenue for a liquor & a tobacco license)

As far as additional expenses or employee time, it would be minimal.

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Friday, July 12, 2019 8:42 AM To: Susan Kluthe <Susan.Kluthe@bellevue.net> Subject: RE: Annexation review

Off the top of my head:

Tregaron—Golf Course, Wal-Mart Neighborhood Market, Kwik Shop, and Sina Way Chinese Restaurant all have liquor licenses. Several other businesses, but I'm not sure if any have liquor licenses 370 Pointe—several businesses, I don't think any of them would have liquor licenses Williamsburg—Kum and Go would have a liquor license, no other businesses

The other four SIDs are all residential, I am not aware of any businesses in them,

From: Susan Kluthe Sent: Friday, July 12, 2019 8:02 AM To: Chris Shewchuk <<u>Chris.Shewchuk@bellevue.net</u>> Subject: RE: Annexation review

Sorry Chris I have been sick and out of office last 2 days. Could you please let me know what businesses & maybe their addresses for the proposed annexed areas? If any of them have liquor licenses, I will have to know who they are. As far as additional personnel or equipment needs we will not need anything. The only thing I for see is additional revenue for liquor licenses, tobacco licenses, and if there would happen to be a business like a grooming shop which would also require a license.

Thanks! Susan



City of Bellevue Bellevue Public Library 1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

# Memo

To: Chris Shewchuk, Planning Director

From: Julie Dinville, Library Director

Date: 7/12/2019

The major concerns with annexation and the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Tregaron #171, Fox Ridge Estates #177, 370 Pointe #182, Pilgrims Landing #183, Oakhurst/Oakridge East #186, Heartland Hills #197, and Williamsburg #275).

According to the figures you provided, there is an approximate population of about 4,180 persons in all the SIDs concerned. We estimate that we have approximately 2,000 membership cards to these areas. Even with the inactive memberships removed, this will have a significant effect on our non-resident membership revenues per year (a household membership is \$40.00 annually).

Secondly, we currently spend about \$4.00 per cardholder for materials. If we were to add an additional 1,000 card memberships, that would result in a need for an additional \$4,000 to add to our materials budget to purchase enough titles/copies to meet demand (including digital materials). If more were added, additional funds would be needed.

Also, we continue to be stretched in regards to program capacity. High-demand programs such as our Summer Library Program for children are at capacity. We held 85 programs this summer, and for the 20 that required registration, we were completely full with waiting lists for all of them. Our Children's Department is run by one full-time and one 25-hour/week assistant. If we continue to add families to our membership, the library would need to increase staff hours, either by hiring an additional part-time person, or by making our assistant full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Additionally, building size is a consideration for us for lack of meeting room/programming space and to house a collection that is meeting the needs of a larger membership audience.





Error! Main Document Only. City of Bellevue Street Department 206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

# **MEMORANDUM**

To:Chris SchewchukPlanning DirectorCc:Jeff RobertsPublic Works DirectorFrom:Bobby RiggsStreet SuperintendentSubject:June 2019 Annexation Package Review – Pt 1Date:June 24, 2019

## I. SID Areas

≻

Lane Mile Additions and Annual Street Lighting Costs

- Package Totals: <sup>1</sup>Lane Miles = 40.96 <sup>2</sup>Annual Street Lighting Cost = \$101,313.96
  - > #67 Normandy Hills
    - Lane Miles = 5.36
    - OPPD annual street lighting cost = \$16, 355.52
  - ▶ #171- Tregaron
    - Lane Miles = 11.17
    - OPPD annual street lighting cost = \$20,046.96
  - > #177 Fox Ridge Estates
    - Lane Miles = 3.41
    - OPPD annual street lighting cost = \$1,866.24
  - > #182 370 Pointe
    - Lane Miles = 0.55
    - OPPD annual street lighting cost = \$0
    - #183 Pilgrims Landing
      - Lane Miles = 5.64
      - OPPD annual street lighting cost = \$14,313.72
  - #186 Oakhurst/Oakridge East
    - Lane Miles = 6.24
    - OPPD annual street lighting cost = \$21,957.72
  - #197 Heartland Hills
    - Lane Miles = 3.21
      - OPPD annual street lighting cost = \$10,692.12
  - ➢ #242 Cedar View
    - Lane Miles = 0.58
    - OPPD annual street lighting cost = \$2,423.28
  - #265 Williamsburg
    - Lane Miles = 4.80
    - OPPD annual street lighting cost = \$13,658.40

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





# II. MANPOWER NEEDS

# Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, 2018, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street sweeping on 568.47 lane miles of roads.

(Note: This number does not incorporate the most-recent annexations in spring of 2019).

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1employee per 12.74 lane miles, an average of 1970's (1:5.88) and 2013 (1:19.60) rates.

This package would warrant 3 full-time positions in year one, in an ongoing effort to hit target staff levels required to adequately maintain the street system in the City.

FY 19-20 increased department Personnel cost assumption, above current levels - \$150,000.

# III. EQUIPMENT NEEDS

### Snow removal, route equipment

In order to provide current levels of service during snow removal operations, the department, in the winter of 2018-19, used thirty-four (34) pieces of equipment to clear roads in the winter. This averages 16.72 lane miles per unit. While the proposed areas in this package would not quite meet the threshold required to add three (3) pieces of equipment, I feel we would be best served by adding up to three route trucks.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$641,000.

(Note – this number is in addition to anticipated replacement of current, aging snow clearing equipment submitted for the upcoming FY19-20 budget).

## IV. DEPARTMENT OPERATIONAL BUDGET

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

The FY 18-19 budget funded operational expenses to maintain the street system (568.47 lane miles) at \$2,189,954. This would provide for a rate of funding of 3,852.37 per lane mile. This first portion of this package, 40.96 lane miles, would require a funding adjustment of 7.2% above last budgeted levels to meet annual needs. Assuming last year's operational budget as a baseline, with a 2.5% adjustment for cost increases in 2019-20, that baseline would increase to nearly \$2.25 million dollars. Adjusted operational costs to add the proposed areas should reasonably add approximately \$160 thousand to the annual operational budget.

First-year operational budget needs will approach \$2.4 million to perform current yearly maintenance. This number does not factor in the request for additional staff or potential regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly 25 thousand dollars for signs, posts and hardware to cover the nine areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

Estimated need for first-year operational budget increase w/o additional personnel: \$162,000.

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

#### V. Capital Improvement Plan (C.I.P) / 1- and 6-Year Street-Related Projects

### Maintenance and Reconstruction Projects

The following are potential considerations for short- and long-term Capital Improvement Plans.

- Plans for contractual work to install curb ramps in both Blackhawk and Oakhurst/Oakridge East will need to be added to the existing plan and completed within 3 years of annexation. Costs could approach \$80-100 thousand dollars.
- Heartland Hills will need to contracted project to address pavement deterioration, inlet repairs, and curb ramp installs within two years of annexation. Costs could easily top \$100 thousand dollars to address immediate needs.
- Design and engineering plans should be considered within the first 5 years following annexation for widening and reconstruction of 25th St from Lynwood Dr to Fairview, including traffic signal installation at the intersection of 25th & Fairview Rd.
- The City would also acquire the bridge on Maass Rd (370 Pointe). The bridge will need to be put into our annual inspection schedule. Sarpy County will have the latest inspection data for conditions and maintenance needs.

#### VI. **Highway** Allocation

### Projected revenue increase

Highway Allocation funding for part 1 of the package, 40.96 lane miles, is fluid and subject to change with . revenue fluctuation. Current per lane mile projections are not available from the State. Projections in this report are solely based on City's budget with projections reduced to a per lane mile estimate. FY 18-19 Budget - \$4,791,018 for 2018 lane mile totals. The FY18-19 budget projects revenue at \$8,427.92 per lane mile. Using this as a baseline:

12-month anticipated increase to Highway Allocation levels would be \$345,207.60.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





# City of Bellevue Fleet Maintenance Department 2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

# **MEMORANDUM**

To:Jeff RobertsFrom:Todd JaroszSubject:Additional AnnexDate:6-19-2019

After reviewing the current annexation plans for the City of Bellevue it raises some substantial concerns. Having all the CIP expansion for the Fleet and Fabrication Department removed from the 2019 projects, has already set the department productivity and efficiency backwards. Further annexation additions without proper Fleet Department expansion will amplify the situation.

The current Fleet facility is based on a 1995 study that was to be sufficient through 2015. In the 1995 study it did not include the extreme work load of a paid Fire Department or the current annexation plans. Also, with the recent flooding of the Fabrication facility and having to move that operation to the Fleet facility it has now cut into Fleets provision by over 25% increasing the congestion.

The previous proposal for the Fleet department expansion and the additional building for the Fabrication side is even more critical. With out the addition, in the future Fleet will be forced to outsource more and more work at a 100%-200% increase in price along with additional down time.

To readdress the conditions and circumstances that warrant the expansion of the Fleet Department would be in the best interest of the City of Bellevue and would be found to be necessary.



City of Bellevue Fleet Maintenance Department 2012 Betz Road - Bellevue, Nebraska 68005 • (402) 293-3129

# **MEMORANDUM**

То:	Jeff Roberts
From:	Todd Jarosz /
Subject:	Fleet Maintenance - Anticipated Personnel and Facility Needs
Date:	October 30, 2018

As planners and developers consider the future of a larger land mass and population for the City of Bellevue through annexation, the Fleet Maintenance department would like to propose its anticipated personnel and facility needs a larger Bellevue would present.

It would be necessary to add a minimum of 1 diesel tech and 1 auto tech to my staff to handle the increased work load. The mechanic shop, built in 1999, has eight work bays, one area for small engine repair and a wash bay. The work load for the shop has increased tremendously in the past 5-8 years. Currently, eight bays have become insufficient to service the needs of the city, annexation will create a heavier burden. We anticipate a 50% increase in work load for most of the departments within the city and 150% increase work load for the Fire department. With more personnel and increased work load it is clear that we need to expand. I propose a minimum of 6,000 additional square feet of shop floor space to adequately perform our jobs. We would also request an additional 2,000 square feet of office space, break room and storage area as we have outgrown the space we currently have.

It will also be necessary to construct an additional building to house the Fabrication department on the grounds in which Fleet Maintenance operates on Betz Road. The Fabrication department is managed by the Fleet Maintenance Superintendent, orders supplies through our parts room and performs tasks that often times are reported by our techs/mechanics. Currently the Fabrication Shop operates out of one of the Street department's shops on the southern edge of Bellevue. Relocating the Fabrication operations to Fleet Maintenance facilities will make for a smoother, more efficient process and would eliminate commuting between the two locations. The estimated size of the proposed facility would be approximately 5,000 square feet with 4 work bays, office space and restrooms.

# Yearly work order average per week

- 2008 Averaged 18-25 Work orders per week
- 2010 Averaged 18-25 Work orders per week
- 2012 Averaged 25-27 Work orders per week
- 2014 Averaged 27-30 Work orders per week
- 2016 Averaged 29-30 Work orders per week
- 2017 Averaged 35-40 Work orders per week
- 2018 Averaged 42-45 Work orders per week
- 2019 Averaging 50-53 Work orders per week

The Fleet Facility is a working structure base on a growth study of Bellevue from 1995 through 2015.

The yearly growth after 2015 has almost double the capacity of the projected growth for this facility.

The physical size and staffing to run the Fleet facility have not increased in size to keep up with the demands of the growth of the City of Bellevue. The failure to expand or not to immediately proceed with the proper action to resolve this situation, will result in back logged work, failure to react and repair emergency equipment in a safe time line and the farming out of more repairs to extremely expensive low quality sub-contracting shops.

None of this reflects the addition of the Fabrication Department being relocated at the Fleet Maintenance building, due to the 2019 Food. With the Fabrication, there is additional work orders and the loss of work space hindering the operation of the Fleet Department.

# **BPD ANNEXATON NEEDS**

7-5-19

Currently the Department is budgeted for 95 sworn police officers to provide services to a population of 53, 434 people. (2018 Census Bureau). This equates to 1.77 police officers per 1,000 residents. This average is below the National average of 2. Using this data one could proclaim that taking on the additional 11,175 residents could require an additional 19 to 20 sworn police officers. By way of furthering this point I included a list of Nebraska cities with similar populations to 11,175 and the sworn staff range from 14 to 28 in these communities.

We currently average 46901 calls for service per year according the Sarpy CAD System. We have studied the call load for each subdivision in this package and determined that our calls for service will increase by roughly 7%. We are authorized 100 sworn staff at our current population and calls for service so this annexation call load would justify 7 additional staff.

I would propose to maintain our current level of service that the increase in staff is not solely driven by population so the thought of increasing our sworn staff to 19 or 20 is likely unnecessary and would take about 5 years to accomplish with hiring, training, and attrition accounted for.

It is my opinion that an additional 4 road patrol officers and 2 cruisers to build a new patrol district will handle the street portion of this annexation.

It is my opinion that an additional family crimes detective will be needed to address those needs associated with this annexation package.

It is my opinion that an additional 2 cyber crimes detectives with be needed to address the needs of this annexation package. (this unit is under staffed and falling behind already with the spiking technology aspects to nearly all of our cases).

It is my opinion that an additional code enforcement officer and a pick-up truck will be needed to address the Code aspect of this annexation package.

In total that is 7 sworn police officers, 1 non sworn code officer, and 3 vehicles.

Our records division and property and evidence divisions should be able to take this annexation on without additional staff at this time.

2 that

**Chief Mark Elbert** 

# Ordinance no. <u>3959</u>

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 as shown on the attached map, to wit:

Lots 1 through 55, 58, 59, 62 through 111, 112A through 123B, and 124, Heartland Hills Lots 1 and 2, Heartland Hills Replat 1 Lots 1 and 2, Heartland Hills Replat 2 Outlots A and B, Heartland Hills

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on October 1, 2019.

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

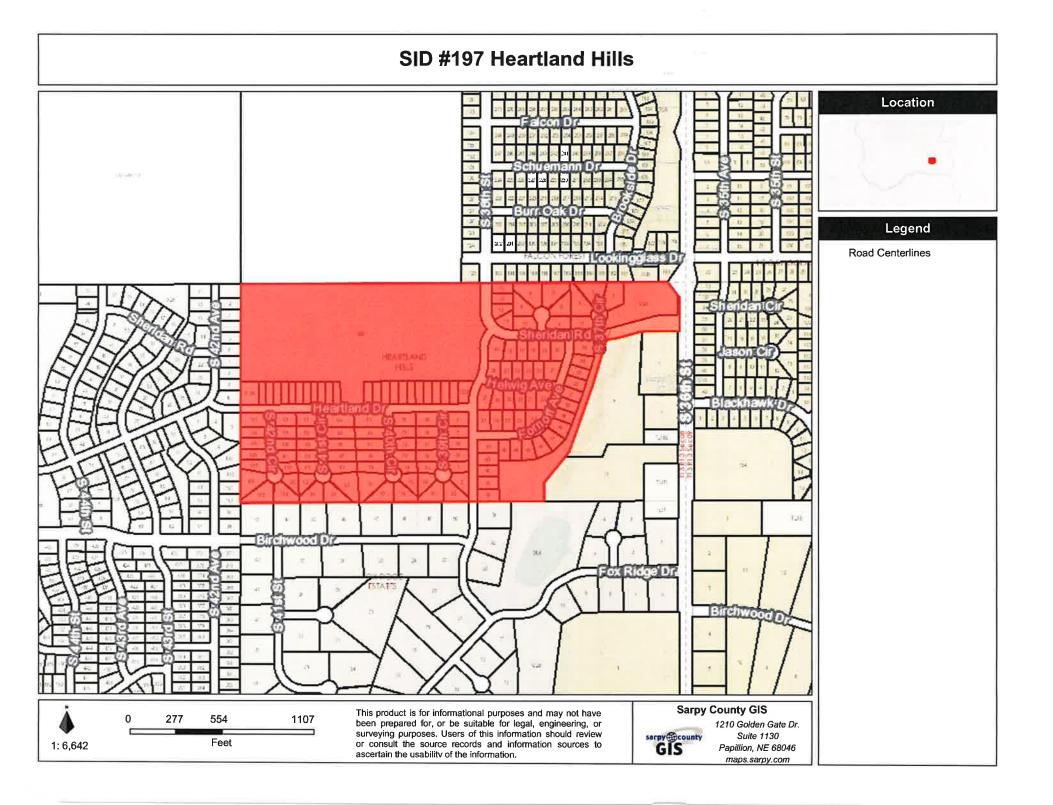
APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor



### CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 6, 2019		AGENDA ITEM TYPE:				
		SPECIAL PRESENTATION				
SUBMITTED BY:		LIQUOR LICENSE				
Chris Shewchuk, Planni	na Director	ORDINANCE	-			
OTATS OT CHOROLOGY, FIGHTER	ig Director	PUBLIC HEARING				
		RESOLUTION				
		CURRENT BUSINESS				
		OTHER (SEE CLERK)				

### SUBJECT:

Request to annex Sanitary and Improvement District #265, Williamsburg. Applicant. City of Bellevue.

### SYNOPSIS:

A review of the SID debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of this area indicates it is feasible for the City to annex SID #265 at this time. This annexation is part of an annexation package consisting of seven SIDs.

### FISCAL IMPACT:

This annexation package would have a positive fiscal impact on the City based upon current and projected revenues and expenses associated with the annexation.

# 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:

ATTACUMAENTS.

See attached Planning Department memorandum regarding the fiscal analysis and department review of the proposed annexation package.

ATTACHIVIENTS.		
1 PC recommendation	on 4	
2 Planning Departme	ent staff memo 5	
<sup>3</sup> Proposed Ordinance	ce 6	
SIGNATURES: ADMINISTRATOR APPROVAL:	Som AUC-	
FINANCE APPROVAL:	the	
LEGAL APPROVAL:	S. Brukebla	

# 8/20/19 12g.

# City of Bellevue

# PLANNING COMMISSION RECOMMENDATION

APPLICANT:

City of Bellevue

CITY COUNCIL HEARING DATE: August 20, 2019

**REQUEST:** 

to annex Sanitary and Improvement District #265, Williamsburg

On July 25, 2019, the City of Bellevue Planning Commission voted five yes, zero no, zero abstained, and four absent to recommend:

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

**VOTE:** 

Yes:	Five	No:	Zero	Abstain:	Zero	Absent:	Four
	Casey						Aerni
	Cain						Perrin
	Jacobson		1				Smith
	Ackley						Cutsforth
	Ritz						

Planning Commission Hearing (s) was held on: July 25, 2019

**City of Bellevue** Office of the Planning Department

To:Mayor Hike<br/>City Council<br/>City Administrator Jim RistowFrom:Chris Shewchuk, Planning Director ↓↓↓Date:July 30, 2019Subject:City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following seven Sanitary and Improvement Districts into the city limits:

SID #171TregaronSID #177Fox Ridge EstatesSID #182370 PointeSID #183Pilgrims LandingSID #186Oakhurst/Oakridge EastSID #197Heartland HillsSID #265Williamsburg

In addition to these SIDs, we are also proposing the annexation of an additional nine parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Maps of the SID boundaries and the nine additional lots are attached to this report.

# FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The seven SIDs proposed for annexation have an assessed valuation for 2019 of \$329,246,687 which will generate \$2,008,980 of property tax revenue for the City. The SIDs also currently have \$2,495,412 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$12,740,000 in outstanding bonded indebtedness and \$146,312 in construction fund warrants. Annual debt payments for the bonded indebtedness are \$1,151,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual

debt service payments. The construction fund warrants are short term, higher interest debt and are expected to be paid almost immediately after annexation. Annual tax revenue after debt service payments is expected to be \$857,405 prior to accounting for how the cash and investments are utilized. The nine unincorporated lots will add another \$750,042 of valuation and \$4,575 of tax revenue to the annexation package. A chart showing figures for the individual SIDs is attached for your review.

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

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

# **DEMOGRAPHICS**

The areas proposed for annexation consist of 1,209 parcels and 1,663 dwelling units, including apartments. The population estimate of 4,357 is based upon the 2010 Census average household size of 2.62 persons per dwelling unit.

# **DEPARTMENT REVIEW**

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Below is a summary of those comments; full responses are attached to this report.

<u>Parks Department</u>—30 acres of parks and open space, trails and tree maintenance, three playgrounds, ½ acre pond; need for two additional full-time staff and two Hustler Z104 riding lawn mowers (estimated cost is \$21,000 per lawn mower)

<u>Human Resources/Human Services</u>—additional fuel cost of \$5,500 for increased transportation services; high impact on transportation services from SID 171 due to senior living facility; equipment and personnel needs difficult to determine until full demand for services is seen; depending upon demand, transportation service routes may have to be adjusted in order to not add an additional route

<u>Wastewater</u>—most sanitary infrastructure is in satisfactory condition requiring minimal repairs upon annexation, however there is a trunk line in SID 171 which will need substantive repairs/rehabilitation; intense cleaning and inspection will take about eight months and create a backlog for the existing scheduled work load; need for two additional full-time employees and maintenance equipment (estimated at \$250,000); estimated annual revenue is approximately \$903,000; approximately 60-65% of revenue is paid to City of Omaha for wastewater treatment, remaining revenue will allow department to absorb additional expenses <u>City Clerk</u>—some additional revenue from liquor licenses and tobacco licenses; minimal additional expenses or employee time requirements

<u>Library</u>—loss of revenue due to current paid members coming into the city; increase in material costs (estimated 1,000 new members @ \$4 per member = \$4,000); many current programs are at capacity; additional memberships would result in need for additional staff; building size is a consideration with the need to house a collection to meet the needs of a larger membership audience and a lack of meeting room/programming space

<u>Street Department</u>—additional 35.02 lane miles to maintain; increase in State Highway Allocation funding of \$295,145.756; annual street lighting cost \$82,535.16; three additional full-time personnel (\$150,000); increase in operational expenses (\$163,000); capital expenses (three trucks \$641,000); short- and long-term capital considerations: curb ramps in Oakhurst/Oakridge East, Heartland Hills pavement deterioration and other repairs, design and engineering for widening and reconstruction of 25<sup>th</sup> Street from Lynnwood Drive to Fairview Road, bridge inspections on Maass Road (370 Pointe)

<u>Fleet Maintenance</u> expressed concerns regarding the need to expand the Fleet Maintenance Facility which was built to be sufficient through 2015, but did not account for the extreme load of a paid Fire Department and current annexation plans; Fabrication Department has moved into the facility due to flooding; more work may need to be outsourced at a 100 - 200% increase in price and more down time

<u>Police</u>—analyzed calls for service for <u>all</u> SIDs currently under consideration for annexation; data showed a potential increase of 7% in calls for service; to maintain current service levels, the addition of seven sworn officers, one non-sworn code officer, and three vehicles would be necessary; the SIDs in this annexation proposal represent approximately 52% of the potential increase in calls for service, therefore an additional four personnel and two or three vehicles would be necessary as a result of this annexation

## AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, fire response (although many areas are currently served by the Bellevue Fire Department through the Eastern Sarpy Fire District), wastewater service, trash removal, free library cards, and specialized transportation services.

### Property taxes

The overall property tax levy will decrease for most new residents of the City as shown in the chart below, only SID #183 would show a slight increase in property taxes (based upon current levy amounts). In determining future taxes, the levies for the SID and the fire districts were removed and replaced with the City tax levy. SID #182 is higher than the others because it is in the Papillion-LaVista School district. SID #186 is split between the Eastern Sarpy and Papillion Fire Districts accounting for the difference in the current levy shown below; this difference will be eliminated with the annexation.

SID #		Current Levy	In-City Levy	Change in Levy	Tax change per \$100,000
171		2.274010	2.198227	-0.075783	(\$75.78)
177		2.702219	2.198227	-0.503992	(\$503.99)
182		2.774194	2.378485	-0.395709	(\$395.71)
183		2.164010	2.198227	0.034217	\$34.22
186	PFD	2.263963	2.198227	-0.065736	(\$65.74)
186	ESFD	2.314010	2.198227	-0.115783	(\$115.78)
197		2.381165	2.198227	-0.182938	(\$182.94)
265		2.434008	2.198227	-0.235781	(\$235.78)

The unincorporated areas will have a more significant increase in their property tax rates since they are not currently paying a SID tax. Four of the parcels are not taxed as they are City or school property; the tax rate will change from 1.77401 to 2.198227—an increase of 0.424217 or \$424.22 per \$100,000 of valuation—on four of the remaining parcels, and the final parcel will see a levy change from 1.723963 to 2.198227—an increase of 0.474264 or \$474.26 per \$100,000. (This final parcel is only valued at \$525.)

Property tax changes will be effective for taxes assessed in 2020 and due in 2021.

# Sales Taxes

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

# Trash pick-up

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

# School Districts

The annexation has no effect on school district boundaries.

# Planning, Zoning, Building Permits

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

# Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$15.44. Non-residents pay the City of Omaha minimum fee of \$35.28, new residents will see a monthly savings of approximately \$20.

# Other

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

# PLANNING DEPARTMENT RECOMMENDATION

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

# PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of the annexation package based upon compatibility with surrounding neighborhoods, positive financial impact on the City, and natural growth and development of the City.

SID #	SID NAME	BONDED DEBT(a)	GENERAL FUND WARRANTS(b)	ANNUAL DEBT SERVICE	2019 VALUATION	CITY TAX REVENUE(c)	TAX REVENUE MINUS DEBT SERVICE	CASH AND INVESTMENTS(d)
171	Tregaron	\$4,715,000	\$24,310	\$371,000	\$112,613,844	\$686,944	\$315,944	\$560,199
177	Fox Ridge Estates	\$1,815,000	\$0	\$120,000	\$19,375,596	\$118,191	(\$1,809)	\$303,696
182	370 Pointe	\$655,000	\$0	\$50,000	\$9,333,684	\$56,935	\$6,935	\$215,764
183	Pilgrim's Landing	\$1,080,000	\$0	\$150,000	\$52,694,395	\$321,436	\$171,436	\$325,490
186	Oakhurst/Oakridge East	\$1,050,000	\$36,555	\$145,000	\$56,979,733	\$347,576	\$202,576	\$232,824
197	Heartland Hills	\$1,215,000	\$85,447	\$140,000	\$33,103,109	\$201,929	\$61,929	\$293,440
265	Williamsburg	\$2,210,000	\$0	\$175,000	\$45,146,326	\$275,393	\$100,393	\$563,999
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,246,687	\$2,008,405	\$857,405	\$2,495,412
	Unincorporated lots	\$0	\$0	\$0	\$750,042	\$4,575	\$4,575	\$0
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,996,729	\$2,012,980	\$861,980	\$2,495,412

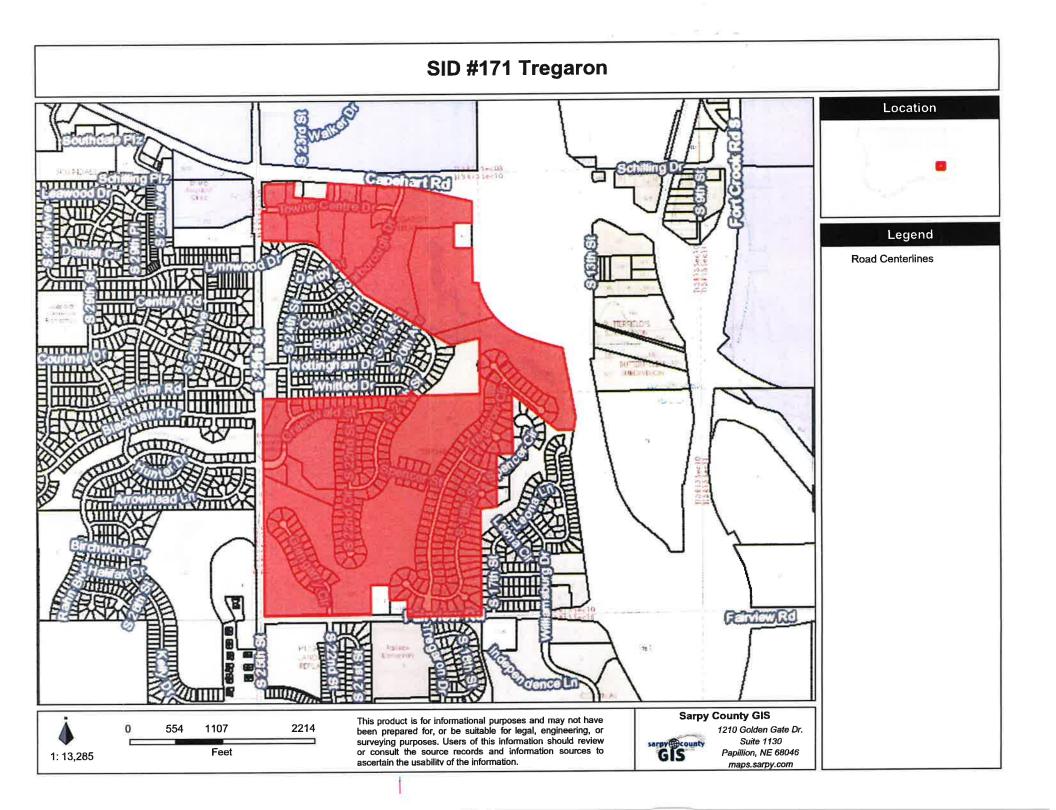
NOTES:

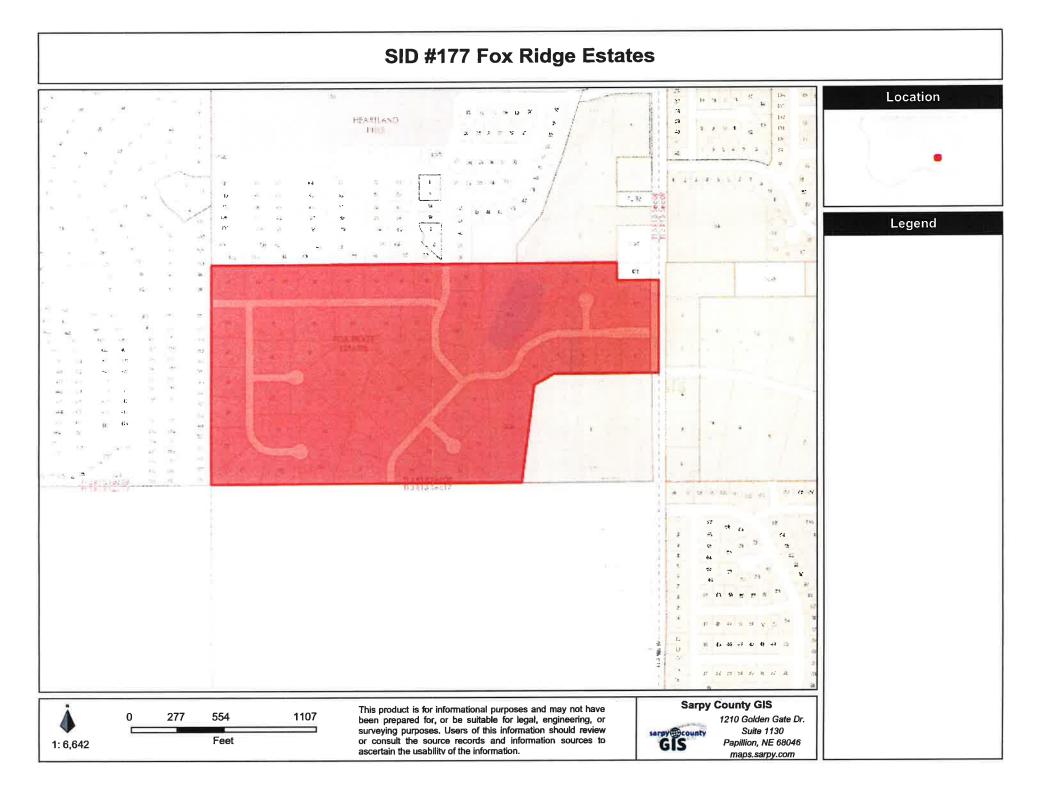
(a) As of July 1, 2019

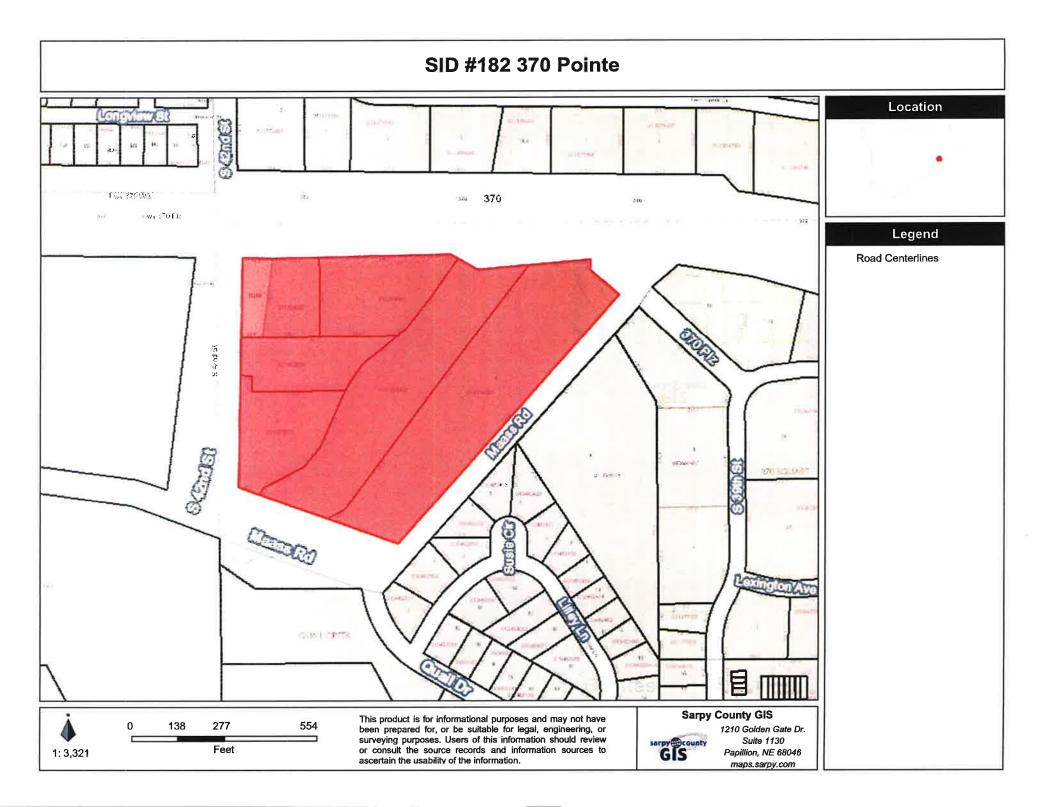
(b) As of June 30, 2018, the last audit date

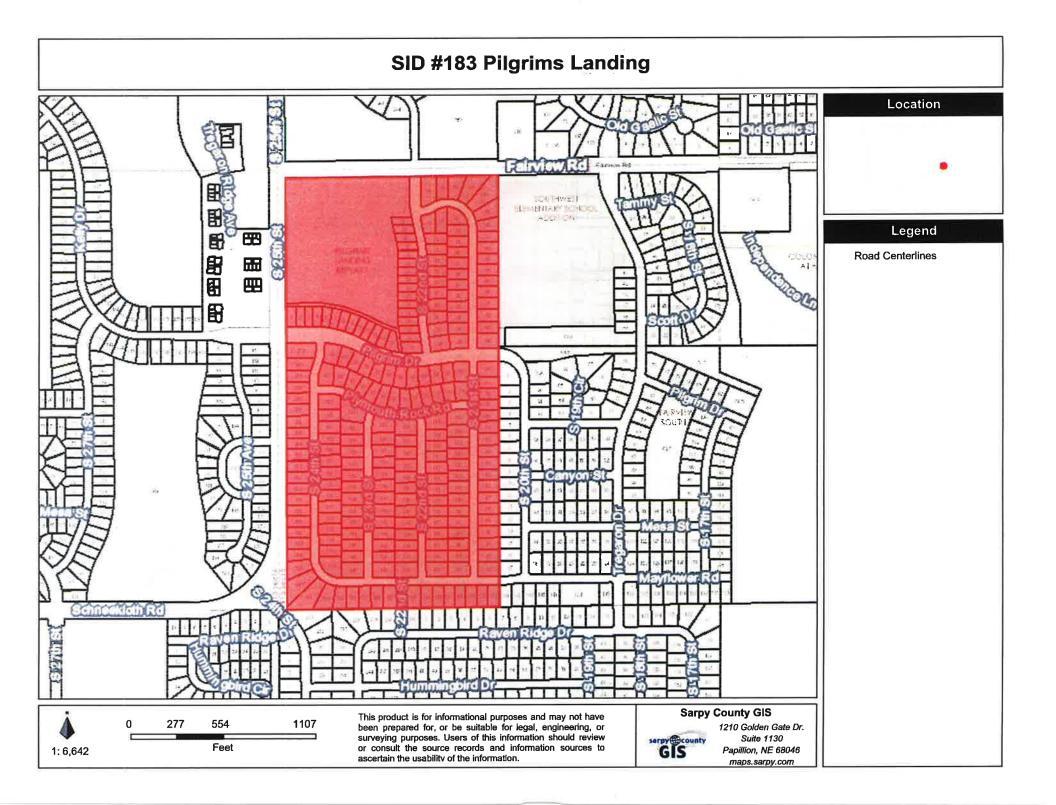
(c) Based on current levy of 0.61

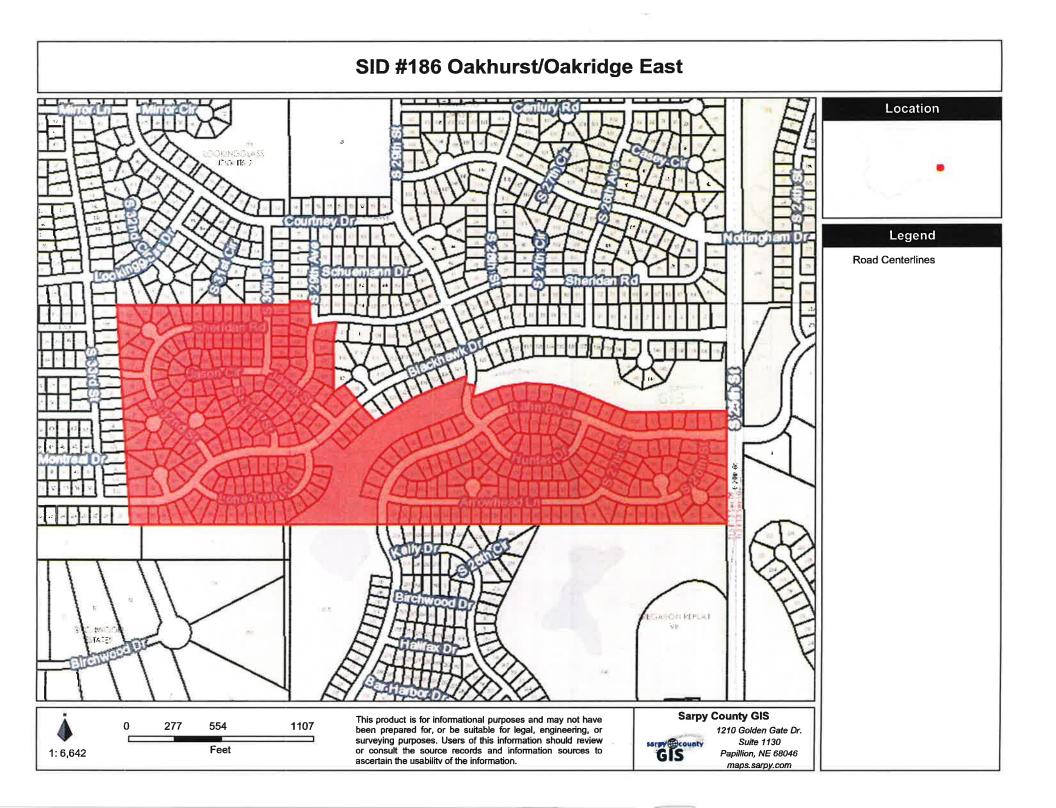
(d) As of June 30, 2019

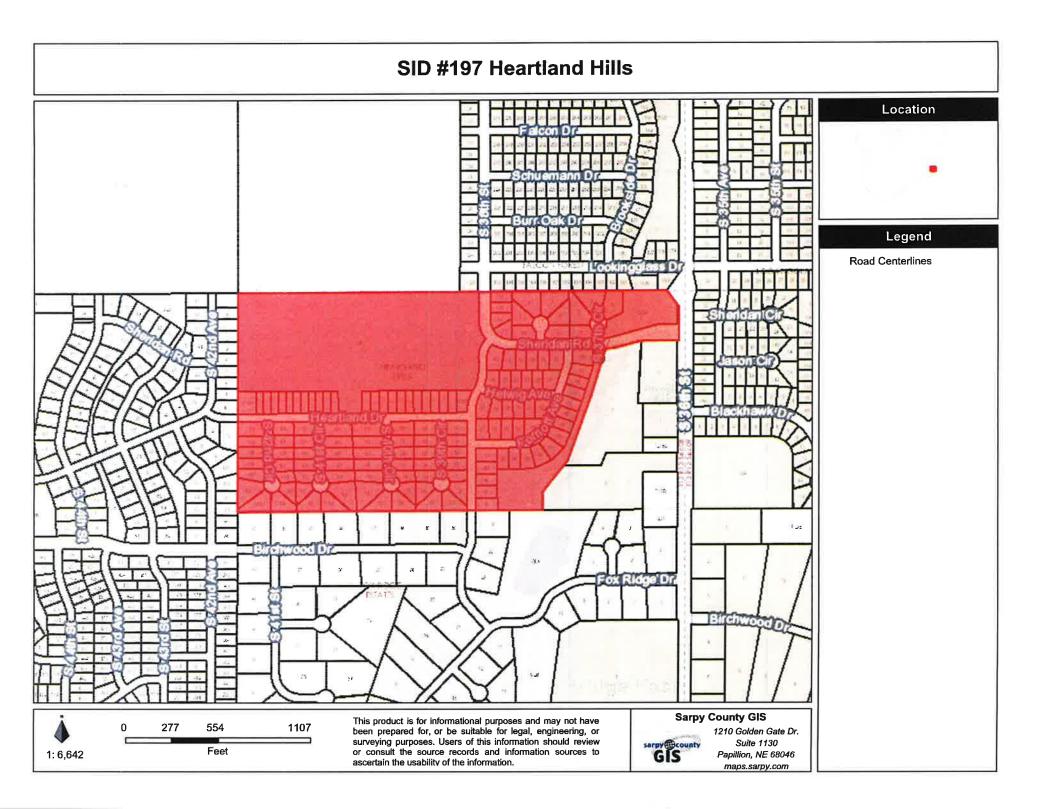


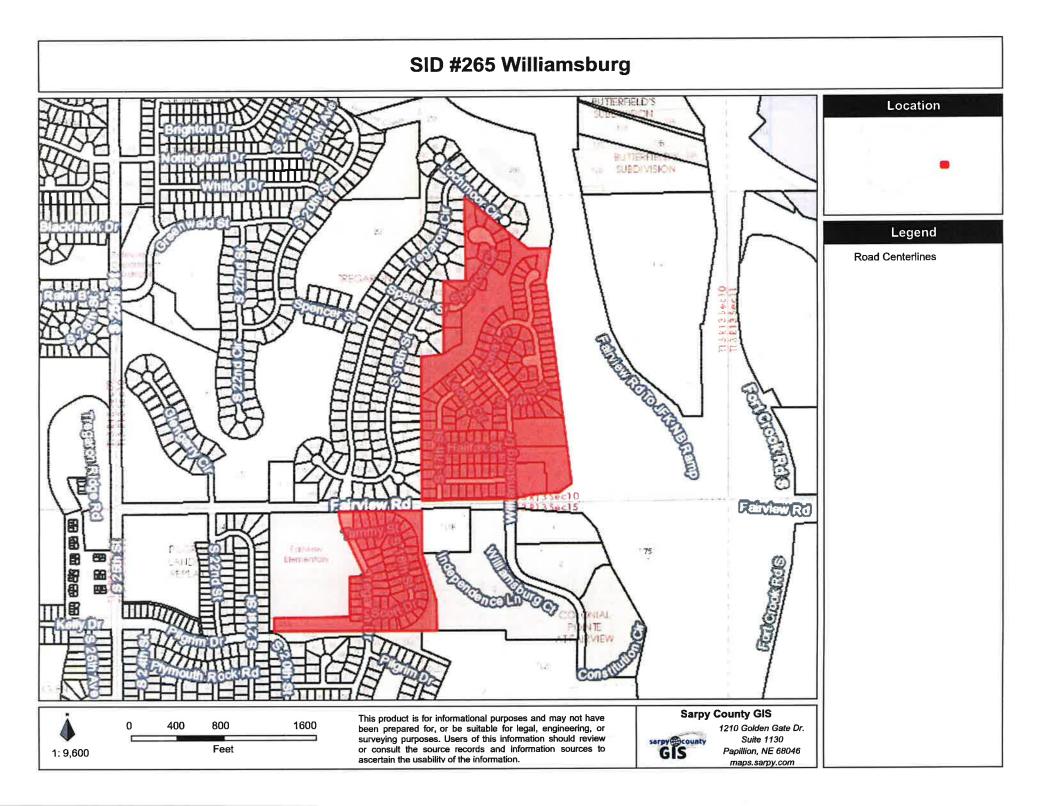


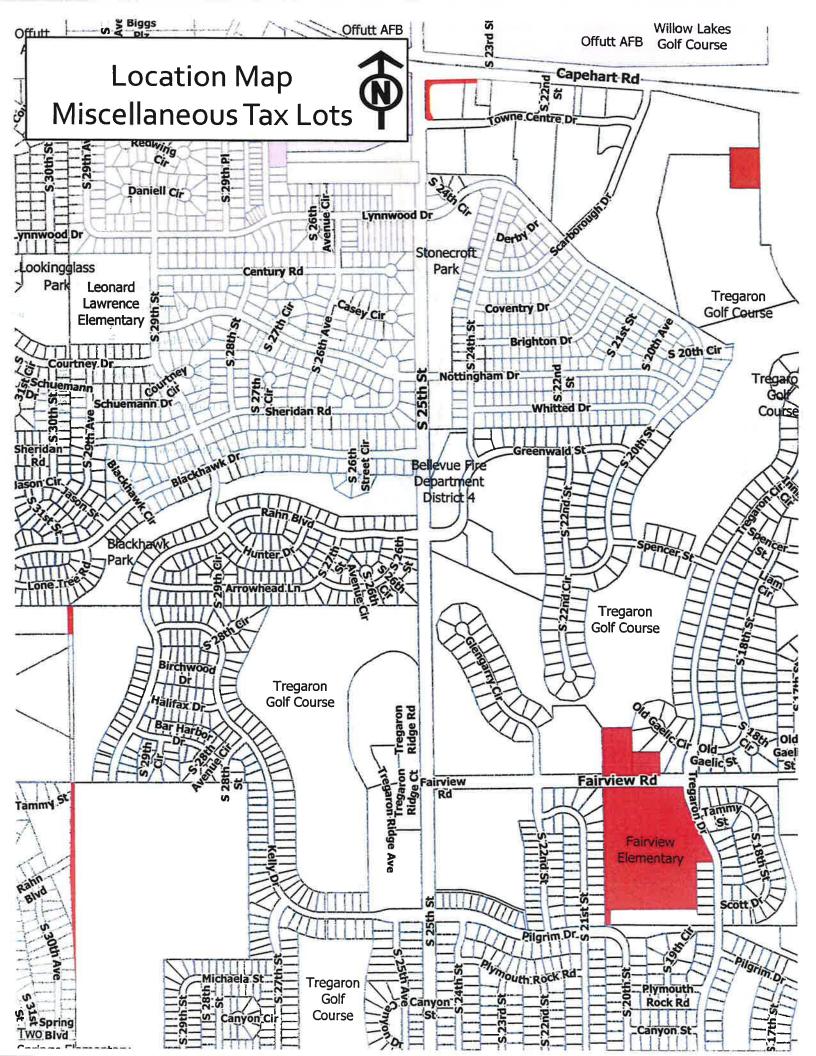












#### **Chris Shewchuk**

From: Sent: To: Subject: Jim Shada Thursday, July 18, 2019 8:10 AM Chris Shewchuk Re: Annexation review

Please find listed below additional information concerning the annexation: Open Space & Parks Acres - 30 acres Trials & Tree Maintenance 3 - Playgrounds 1/2 Acre Pond upkeep Thanks, Jim

From: Jim Shada Sent: Monday, July 15, 2019 1:20:49 PM To: Chris Shewchuk Subject: Re: Annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 2 additional full time staff and 2 Hustler Z104 riding lawn mowers(estimated cost is \$21,000 per lawn mower). This is based on the acres of open space, trial maintenance, tree maintenance and maintaining the pond area. Thanks, Jim

From: Chris Shewchuk Sent: Thursday, July 11, 2019 9:53:22 AM To: Jim Shada Subject: FW: Annexation review

Jim,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris



## MEMO

To: Chris Shewchuk-Planning Director

From: Amanda Parker-Human Service Manager

Date: July 2, 2019

Re: Annexation Information Review

This is to inform you that I have reviewed the areas in the proposed annexation that include:

		Estimated Impact
#67	Normandy Hills	High
#171	Tregaron	High
#177	Fox Ridge Estates	Low
#182	370 Pointe	Low
#183	Pilgrims Landing	Low
#186	Oakhurst/Oakridge East	Medium
#197	Heartland Hills	Low
#242	Cedar View	Low
#265	Williamsburg	Low

I have concluded that from the review for these areas, the Specialized Transportation Service would see a tremendous increase in demand for service from these proposed areas since there are a great deal of private residences within their boundaries as well as Senior Living Homes, specifically Tregaron and Normandy Hills. We receive several calls a week concerning services in these areas. The financial impact and increase of equipment/personnel on the department is hard to tell as we will have to see just how many residents utilize our services. If the maximum number of residents living in these areas apply to utilize our services, we will have to adjust how we run the transportation in order to not add an additional route. In addition, our secretary will need assistance in keeping up with the increase of phone calls and office responsibilities.

#### **Chris Shewchuk**

From: Sent: To: Subject: Ashley Decker Thursday, July 11, 2019 3:17 PM Chris Shewchuk RE: Annexation review

The only real impact it would have on our department would be fuel cost for the added clients we would pick up with the mini bus service. It is hard to quantify that because we don't have an elderly or disabled census of the areas. When working with Rich on the budget we used a factor of a 20% increase in fuel cost, so I would run with that as our best estimate. Approximately \$5,500. No additional personnel should be needed.

Ashley Decker, SPHR, SHRM-SCP Human Resources Manager

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Thursday, July 11, 2019 9:55 AM To: Ashley Decker <ashley.decker@bellevue.net> Subject: FW: Annexation review

#### Ashley,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris

From: Chris Shewchuk Sent: Friday, June 14, 2019 10:15 AM To: Bobby Riggs <<u>Bobby.Riggs@bellevue.net</u>>; Epiphany Ramos <<u>epiphany.ramos@bellevue.net</u>>; Jim Shada <<u>Jim.Shada@bellevue.net</u>>; Mark Elbert <<u>Mark.Elbert@bellevue.net</u>>; Perry Guido <<u>Perry.Guido@bellevue.net</u>>; Susan Kluthe <<u>Susan.Kluthe@bellevue.net</u>>; Todd Jarosz <<u>Todd.Jarosz@bellevue.net</u>>; Julie Dinville <<u>Julie.Dinville@bellevue.net</u>>; Ashley Decker <<u>ashley.decker@bellevue.net</u>>; Amanda Chandler <<u>amanda.parker@bellevue.net</u>> Cc: Jeff Roberts <<u>Jeff.Roberts@bellevue.net</u>>; Jim Ristow <<u>jim.ristow@bellevue.net</u>>; Richard Severson <<u>richard.severson@bellevue.net</u>> Subject: Annexation review

All:

The City is moving forward with the annexation of up to sixteen Sanitary and Improvement Districts; to make it a little bit easier on ourselves, we have divided the SIDs into two groups. The first group consists of the following nine SIDs:

#67 Normandy Hills #171 Tregaron



City of Bellevue Waste Water Department 8902 Cedar Island Road • Bellevue, Nebraska 68147 • (402) 293-3135

To: Chris Shewchuk CC: Jeff Roberts From: Epiphany Ramos RE: Annexation Report Request Dated 06/14/2019 Date: July 11, 2019

I have reviewed the proposed annexation areas and have found the sanitary infrastructure to be satisfactory in most area, however there is a trunk line in SID 171 that will be needing some substantive repairs/ rehabilitation scheduled. The remaining areas and infrastructure will require minimal repairs needed upon annexation. Immediate intense cleaning and inspection will be required upon annexation which will take approximately 8 months for my current staff to complete and will create backlog for the existing scheduled work load. Once this initial cleaning and inspection is completed, routine maintenance and scheduled capital improvement planning should begin. Our operating margin is currently at approximately 30%, we would be able to maintain this margin within these locations as well based on increased revenues and increased expense projections.

The below chart contains the basic information requested for these areas, Total FTE (full-time employee) required is annually. Additional maintenance equipment would need to be purchased. The current cost for the additional fleet united needed is estimated at \$250,000.00. A total of two additional employees will be required to maintain current department operations and maintenance plan.

					Annual Est	Remaining Life of	Total FTE needed for
		PIPE	MH	Est # Units	Revenue	Assets	Maintenance
SID	171	18552	82	240	\$177,984.00	30	0.46
	177	7928	27	51	\$ 37,821.60	27	0.20
	182	1716	11	76	\$ 56,361.60	27	0.04
	183	9171	44	212	\$157,219.20	27	0.23
	186	11279	39	305	\$226,188.00	28	0.28
	197	10930	26	134	\$ 99,374.40	30	0.27
	265	8246	53	200	\$148,320.00	34	0.21
						Total FTE	
						Required	1.70



#### **Chris Shewchuk**

From:	Susan Kluthe
Sent:	Tuesday, July 16, 2019 11:12 AM
То:	Chris Shewchuk
Subject:	RE: Annexation review

Just a little information for the annexation review.

- #171 Tregaron (We would gain some revenue here due to liquor licenses and tobacco licenses)
- #177 Fox Ridge Estates
- #182 370 Pointe
- #183 Pilgrims Landing
- #186 Oakhurst/Oakridge East
- #197 Heartland Hills
- #265 Williamsburg (We would gain a little revenue for a liquor & a tobacco license)

As far as additional expenses or employee time, it would be minimal.

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Friday, July 12, 2019 8:42 AM To: Susan Kluthe <Susan.Kluthe@bellevue.net> Subject: RE: Annexation review

Off the top of my head:

Tregaron—Golf Course, Wal-Mart Neighborhood Market, Kwik Shop, and Sina Way Chinese Restaurant all have liquor licenses. Several other businesses, but I'm not sure if any have liquor licenses 370 Pointe—several businesses, I don't think any of them would have liquor licenses Williamsburg—Kum and Go would have a liquor license, no other businesses

The other four SIDs are all residential, I am not aware of any businesses in them.

From: Susan Kluthe Sent: Friday, July 12, 2019 8:02 AM To: Chris Shewchuk <<u>Chris.Shewchuk@bellevue.net</u>> Subject: RE: Annexation review

Sorry Chris I have been sick and out of office last 2 days. Could you please let me know what businesses & maybe their addresses for the proposed annexed areas? If any of them have liquor licenses, I will have to know who they are. As far as additional personnel or equipment needs we will not need anything. The only thing I for see is additional revenue for liquor licenses, tobacco licenses, and if there would happen to be a business like a grooming shop which would also require a license.

Thanks! Susan

# FEILEVUE VERASILA

City of Bellevue Bellevue Public Library 1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

## Memo

To: Chris Shewchuk, Planning Director

From: Julie Dinville, Library Director

Date: 7/12/2019

The major concerns with annexation and the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Tregaron #171, Fox Ridge Estates #177, 370 Pointe #182, Pilgrims Landing #183, Oakhurst/Oakridge East #186, Heartland Hills #197, and Williamsburg #275).

According to the figures you provided, there is an approximate population of about 4,180 persons in all the SIDs concerned. We estimate that we have approximately 2,000 membership cards to these areas. Even with the inactive memberships removed, this will have a significant effect on our non-resident membership revenues per year (a household membership is \$40.00 annually).

Secondly, we currently spend about \$4.00 per cardholder for materials. If we were to add an additional 1,000 card memberships, that would result in a need for an additional \$4,000 to add to our materials budget to purchase enough titles/copies to meet demand (including digital materials). If more were added, additional funds would be needed.

Also, we continue to be stretched in regards to program capacity. High-demand programs such as our Summer Library Program for children are at capacity. We held 85 programs this summer, and for the 20 that required registration, we were completely full with waiting lists for all of them. Our Children's Department is run by one full-time and one 25-hour/week assistant. If we continue to add families to our membership, the library would need to increase staff hours, either by hiring an additional part-time person, or by making our assistant full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Additionally, building size is a consideration for us for lack of meeting room/programming space and to house a collection that is meeting the needs of a larger membership audience.





Error! Main Document Only. City of Bellevue Street Department 206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

### **MEMORANDUM**

To:Chris SchewchukPlanning DirectorCc:Jeff RobertsPublic Works DirectorFrom:Bobby RiggsStreet SuperintendentSubject:June 2019 Annexation Package Review – Pt 1Date:June 24, 2019

#### I. SID Areas

Lane Mile Additions and Annual Street Lighting Costs

- Package Totals: <sup>1</sup>Lane Miles = 40.96 <sup>2</sup>Annual Street Lighting Cost = \$101,313.96
  - > #67 Normandy Hills
    - Lane Miles = 5.36
    - OPPD annual street lighting cost = \$16, 355.52
  - ▶ #171- Tregaron
    - Lane Miles = 11.17
    - OPPD annual street lighting cost = \$20,046.96
  - > #177 Fox Ridge Estates
    - Lane Miles = 3.41
    - OPPD annual street lighting cost = \$1,866.24
  - > #182 370 Pointe

 $\triangleright$ 

- Lane Miles = 0.55
- OPPD annual street lighting cost = \$0
- #183 Pilgrims Landing
  - Lane Miles = 5.64
  - OPPD annual street lighting cost = \$14,313.72
- > #186 Oakhurst/Oakridge East
  - Lane Miles = 6.24
    - OPPD annual street lighting cost = \$21,957.72
- > #197 Heartland Hills
  - Lane Miles = 3.21
    - OPPD annual street lighting cost = \$10,692.12
- ➢ #242 → Cedar View
  - Lane Miles = 0.58
    - OPPD annual street lighting cost = \$2,423.28
- > #265 Williamsburg
  - Lane Miles = 4.80
  - OPPD annual street lighting cost = \$13,658.40

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

#### II. MANPOWER NEEDS

#### Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, 2018, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street sweeping on 568.47 lane miles of roads.

(Note: This number does not incorporate the most-recent annexations in spring of 2019).

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1employee per 12.74 lane miles, an average of 1970's (1:5.88) and 2013 (1:19.60) rates.

This package would warrant 3 full-time positions in year one, in an ongoing effort to hit target staff levels required to adequately maintain the street system in the City.

FY 19-20 increased department Personnel cost assumption, above current levels - \$150,000.

#### III. EQUIPMENT NEEDS

#### Snow removal, route equipment

In order to provide current levels of service during snow removal operations, the department, in the winter of 2018-19, used thirty-four (34) pieces of equipment to clear roads in the winter. This averages 16.72 lane miles per unit. While the proposed areas in this package would not quite meet the threshold required to add three (3) pieces of equipment, I feel we would be best served by adding up to three route trucks.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$641,000.

(Note – this number is in addition to anticipated replacement of current, aging snow clearing equipment submitted for the upcoming FY19-20 budget).

#### IV. DEPARTMENT OPERATIONAL BUDGET

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

The FY 18-19 budget funded operational expenses to maintain the street system (568.47 lane miles) at \$2,189,954. This would provide for a rate of funding of 3,852.37 per lane mile. This first portion of this package, 40.96 lane miles, would require a funding adjustment of 7.2% above last budgeted levels to meet annual needs. Assuming last year's operational budget as a baseline, with a 2.5% adjustment for cost increases in 2019-20, that baseline would increase to nearly \$2.25 million dollars. Adjusted operational costs to add the proposed areas should reasonably add approximately \$160 thousand to the annual operational budget.

First-year operational budget needs will approach \$2.4 million to perform current yearly maintenance. This number does not factor in the request for additional staff or potential regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly 25 thousand dollars for signs, posts and hardware to cover the nine areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

Estimated need for first-year operational budget increase w/o additional personnel: \$162,000.

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

#### V. Capital Improvement Plan (C.I.P) / 1- and 6-Year Street-Related Projects

#### Maintenance and Reconstruction Projects

The following are potential considerations for short- and long-term Capital Improvement Plans.

- Plans for contractual work to install curb ramps in both Blackhawk and Oakhurst/Oakridge East will need to be added to the existing plan and completed within 3 years of annexation. Costs could approach \$80-100 thousand dollars.
- Heartland Hills will need to contracted project to address pavement deterioration, inlet repairs, and curb ramp
  installs within two years of annexation. Costs could easily top \$100 thousand dollars to address immediate needs.
- Design and engineering plans should be considered within the first 5 years following annexation for widening and reconstruction of 25<sup>th</sup> St from Lynwood Dr to Fairview, including traffic signal installation at the intersection of 25<sup>th</sup> & Fairview Rd.
- The City would also acquire the bridge on Maass Rd (370 Pointe). The bridge will need to be put into our annual inspection schedule. Sarpy County will have the latest inspection data for conditions and maintenance needs.

#### VI. Highway Allocation

#### Projected revenue increase

Highway Allocation funding for part 1 of the package, 40.96 lane miles, is fluid and subject to change with revenue fluctuation. Current per lane mile projections are not available from the State. Projections in this report are solely based on City's budget with projections reduced to a per lane mile estimate. FY 18-19 Budget - \$4,791,018 for 2018 lane mile totals.
The FY18-19 budget projects revenue at \$8,427.92 per lane mile.
Using this as a baseline:
12-month anticipated increase to Highway Allocation levels would be \$345,207.60.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





#### City of Bellevue Fleet Maintenance Department 2012 Betz Road - Bellevue, Nebraska 68005 • (402) 293-3129

### **MEMORANDUM**

To: Jeff Roberts From: Todd Jarosz Subject: Additional Annex Date: 6-19-2019

After reviewing the current annexation plans for the City of Bellevue it raises some substantial concerns. Having all the CIP expansion for the Fleet and Fabrication Department removed from the 2019 projects, has already set the department productivity and efficiency backwards. Further annexation additions without proper Fleet Department expansion will amplify the situation.

The current Fleet facility is based on a 1995 study that was to be sufficient through 2015. In the 1995 study it did not include the extreme work load of a paid Fire Department or the current annexation plans. Also, with the recent flooding of the Fabrication facility and having to move that operation to the Fleet facility it has now cut into Fleets provision by over 25% increasing the congestion.

The previous proposal for the Fleet department expansion and the additional building for the Fabrication side is even more critical. With out the addition, in the future Fleet will be forced to outsource more and more work at a 100%-200% increase in price along with additional down time.

To readdress the conditions and circumstances that warrant the expansion of the Fleet Department would be in the best interest of the City of Bellevue and would be found to be necessary.



City of Bellevue Fleet Maintenance Department 2012 Betz Road - Bellevue, Nebraska 68005 • (402) 293-3129

## **MEMORANDUM**

To:	Jeff Roberts
From:	Todd Jarosz H
Subject:	Fleet Maintenance - Anticipated Personnel and Facility Needs
Date:	October 30, 2018

As planners and developers consider the future of a larger land mass and population for the City of Bellevue through annexation, the Fleet Maintenance department would like to propose its anticipated personnel and facility needs a larger Bellevue would present.

It would be necessary to add a minimum of 1 diesel tech and 1 auto tech to my staff to handle the increased work load. The mechanic shop, built in 1999, has eight work bays, one area for small engine repair and a wash bay. The work load for the shop has increased tremendously in the past 5-8 years. Currently, eight bays have become insufficient to service the needs of the city, annexation will create a heavier burden. We anticipate a 50% increase in work load for most of the departments within the city and 150% increase work load for the Fire department. With more personnel and increased work load it is clear that we need to expand. I propose a minimum of 6,000 additional square feet of shop floor space to adequately perform our jobs. We would also request an additional 2,000 square feet of office space, break room and storage area as we have outgrown the space we currently have.

It will also be necessary to construct an additional building to house the Fabrication department on the grounds in which Fleet Maintenance operates on Betz Road. The Fabrication department is managed by the Fleet Maintenance Superintendent, orders supplies through our parts room and performs tasks that often times are reported by our techs/mechanics. Currently the Fabrication Shop operates out of one of the Street department's shops on the southern edge of Bellevue. Relocating the Fabrication operations to Fleet Maintenance facilities will make for a smoother, more efficient process and would eliminate commuting between the two locations. The estimated size of the proposed facility would be approximately 5,000 square feet with 4 work bays, office space and restrooms.

## Yearly work order average per week

- 2008 Averaged 18-25 Work orders per week
- 2010 Averaged 18-25 Work orders per week
- 2012 Averaged 25-27 Work orders per week
- 2014 Averaged 27-30 Work orders per week
- 2016 Averaged 29-30 Work orders per week
- 2017 Averaged 35-40 Work orders per week
- 2018 Averaged 42-45 Work orders per week
- 2019 Averaging 50-53 Work orders per week

The Fleet Facility is a working structure base on a growth study of Bellevue from 1995 through 2015.

The yearly growth after 2015 has almost double the capacity of the projected growth for this facility.

The physical size and staffing to run the Fleet facility have not increased in size to keep up with the demands of the growth of the City of Bellevue. The failure to expand or not to immediately proceed with the proper action to resolve this situation, will result in back logged work, failure to react and repair emergency equipment in a safe time line and the farming out of more repairs to extremely expensive low quality sub-contracting shops.

None of this reflects the addition of the Fabrication Department being relocated at the Fleet Maintenance building, due to the 2019 Food. With the Fabrication, there is additional work orders and the loss of work space hindering the operation of the Fleet Department.

#### **BPD ANNEXATON NEEDS**

7-5-19

Currently the Department is budgeted for 95 sworn police officers to provide services to a population of 53, 434 people. (2018 Census Bureau). This equates to 1.77 police officers per 1,000 residents. This average is below the National average of 2. Using this data one could proclaim that taking on the additional 11,175 residents could require an additional 19 to 20 sworn police officers. By way of furthering this point I included a list of Nebraska cities with similar populations to 11,175 and the sworn staff range from 14 to 28 in these communities.

We currently average 46901 calls for service per year according the Sarpy CAD System. We have studied the call load for each subdivision in this package and determined that our calls for service will increase by roughly 7%. We are authorized 100 sworn staff at our current population and calls for service so this annexation call load would justify 7 additional staff.

I would propose to maintain our current level of service that the increase in staff is not solely driven by population so the thought of increasing our sworn staff to 19 or 20 is likely unnecessary and would take about 5 years to accomplish with hiring, training, and attrition accounted for.

It is my opinion that an additional 4 road patrol officers and 2 cruisers to build a new patrol district will handle the street portion of this annexation.

It is my opinion that an additional family crimes detective will be needed to address those needs associated with this annexation package.

It is my opinion that an additional 2 cyber crimes detectives with be needed to address the needs of this annexation package. (this unit is under staffed and falling behind already with the spiking technology aspects to nearly all of our cases).

It is my opinion that an additional code enforcement officer and a pick-up truck will be needed to address the Code aspect of this annexation package.

In total that is 7 sworn police officers, 1 non sworn code officer, and 3 vehicles.

Our records division and property and evidence divisions should be able to take this annexation on without additional staff at this time.

2 that

**Chief Mark Elbert** 

## Ordinance no. <u>3960</u>

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

W hereas, all of the lots, lands, and real estate lying within the boundaries described as follows, and as shown on the attached map, to wit:

Lots 1 through 126, Williamsburg Lot 1, Williamsburg Plaza Lots 1 and 2, Williamsburg Plaza Replat One Lots 11 through 13, Tregaron Woods Lots 1 through 11, Tregaron Woods Replat I Lots 1 and 2, Tregaron Woods Replat II Lots 4 through 49, and Outlots A and B, Fairview South Lots 1 through 3, Fairview South Replat 1

#### AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on October 1, 2019.

A	DOPTED by the	Mayor and	City Council this	day of	, 2019.
---	---------------	-----------	-------------------	--------	---------

APPROVED AS TO FORM:

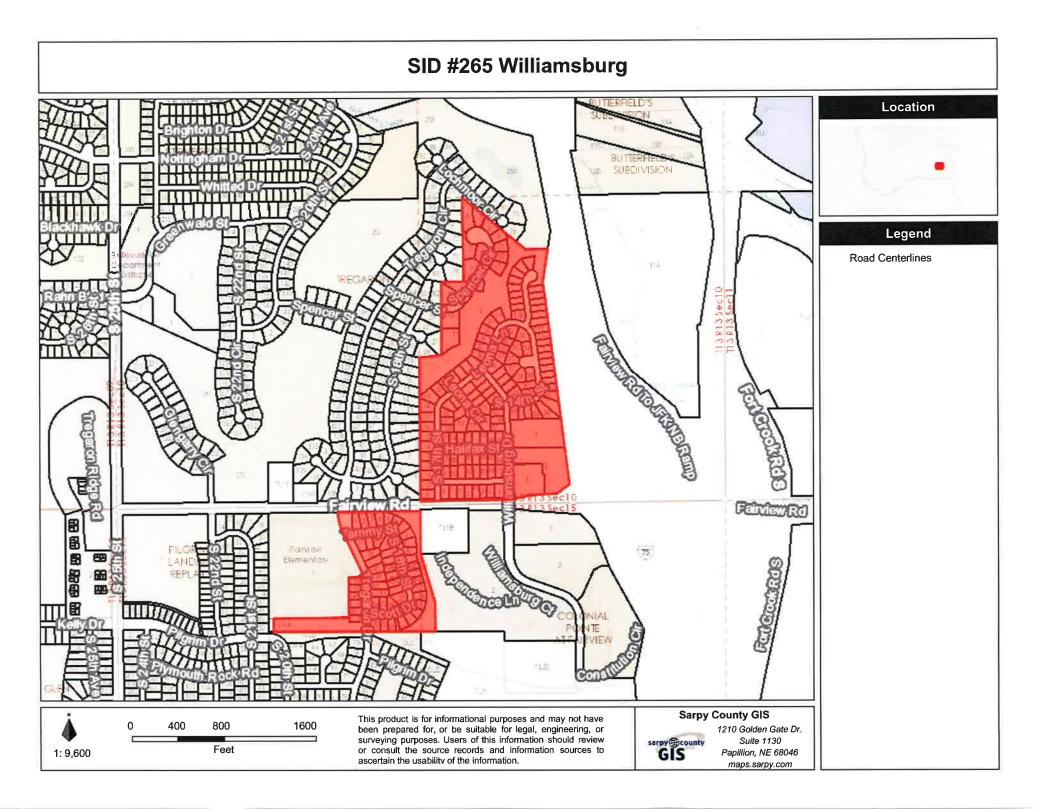
City Attorney

ATTEST

٨

City Clerk

Mayor



#### CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	August 6, 2019	AGENDA ITEM TYPE:			
		SPECIAL PRESENTATION			
SUBMITTED BY:		LIQUOR LICENSE			
Chris Shewchuk, Planni	na Director	ORDINANCE -			
	ig Director	PUBLIC HEARING			
		RESOLUTION			
		CURRENT BUSINESS			
		OTHER (SEE CLERK)			

#### SUBJECT:

Factors to research it is easied part (decoment wingshowing, South and Danmanny South Addam, and Tax Lo SALX, account in Section 11, TTXX, TTXX, and of Lot 5 and part of Lot 7. Tegerine Tenere Genere, Tea Line (de said 1), assessed in Section 10, TTXX, REC of the IB-M To Tax Lot 30, Addam to Saction 11, TTXX, REC of the IB-M Addam, and REC of the IB-M Addam, and REC of the IB-M Addam, and REC of the IB-M Addam to Tax Lot 30, Addam to Tax Lot 30,

SYNOPSIS:

This ordinance proposed the annexation of nine parcels in conjunction with the annexation of seven Sanitary and Improvement Districts. These parcels are currently contiguous with the city limits, or will be upon the annexation of the SIDs.

#### FISCAL IMPACT:

This annexation package 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:

ATTACUMAENTC.

See attached Planning Department memorandum regarding the fiscal analysis and department review of the proposed annexation package.

ATTACHWENTS.	
1 PC recommenda	ation 4
2 Planning Depart	ment staff memo 5
3 Proposed Ordina	ance and Map
SIGNATURES: ADMINISTRATOR APPROVAL:	Specify / C-
FINANCE APPROVAL:	- 1/h
LEGAL APPROVAL:	A. Bruloten

#### 8/20/19 12h.

## City of Bellevue

#### PLANNING COMMISSION RECOMMENDATION

APPLICANT:

City of Bellevue

August 20, 2019

CITY COUNCIL HEARING DATE:

REQUEST: to annex Lot 1, except part dedicated for right-of-way, Southwest Elementary School Addition, and Tax Lot 2A2A2, located in the Northwest ¼ of Section 15, T13N, R13E of the 6<sup>th</sup> P.M.; part of Lot 6 and part of Lot 7, Tregaron Towne Centre; Tax Lots 10B and 11, located in the Southwest ¼ of Section 10, T13N, R13E of the 6<sup>th</sup> P.M.; Tax Lot 13, located in the Northwest ¼ of Section 10, T13N, R13E of the 6<sup>th</sup> P.M. (Parcel #010969381); part of Tax Lot 3A, located in the Northwest ¼ of Section 16, T13N, R13E of the 6<sup>th</sup> P.M. (Parcel #010983694); part of Tax Lot 3A, located in the Northwest ¼ of Section 16, T13N, R13E of the 6<sup>th</sup> P.M. (Parcel #011598421); and Tax Lot 3A2, located in the Southwest ¼ of Section 9, T13N, R13E of the 6<sup>th</sup> P.M.

On July 25, 2019, the City of Bellevue Planning Commission voted five yes, zero no, zero abstained, and four absent to recommend:

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

Yes:	Five	No:	Zero	Abstain:	Zero	Absent:	Four
	Casey						Aerni
	Cain						Perrin
	Jacobson	_					Smith
	Ackley						Cutsfort
	Ritz						

VOTE:

Planning Commission Hearing (s) was held on: July 25, 2019

City of Bellevue Office of the Planning Department

To:	Mayor Hike
	City Council
	City Administrator Jim Ristow
From:	Chris Shewchuk, Planning Director
Date:	July 30, 2019
Subject:	City of Bellevue annexation proposal

The City of Bellevue is proposing to annex the following seven Sanitary and Improvement Districts into the city limits:

SID #171TregaronSID #177Fox Ridge EstatesSID #182370 PointeSID #183Pilgrims LandingSID #186Oakhurst/Oakridge EastSID #197Heartland HillsSID #265Williamsburg

In addition to these SIDs, we are also proposing the annexation of an additional nine parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Maps of the SID boundaries and the nine additional lots are attached to this report.

#### FINANCIAL ANALYSIS

When the City annexes Sanitary and Improvement Districts, it assumes both its assets and liabilities. Assets include the infrastructure installed by the SID as well as any cash and investments held by the SID. Liabilities include any outstanding debt, in the form of bonds or warrants. The City will levy taxes on the properties (as it does on all property within the City) to generate funds for debt payments and the provision of City services. Any cash and investments held by the SIDs can also be used to pay debt.

The seven SIDs proposed for annexation have an assessed valuation for 2019 of \$329,246,687 which will generate \$2,008,980 of property tax revenue for the City. The SIDs also currently have \$2,495,412 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$12,740,000 in outstanding bonded indebtedness and \$146,312 in construction fund warrants. Annual debt payments for the bonded indebtedness are \$1,151,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual

debt service payments. The construction fund warrants are short term, higher interest debt and are expected to be paid almost immediately after annexation. Annual tax revenue after debt service payments is expected to be \$857,405 prior to accounting for how the cash and investments are utilized. The nine unincorporated lots will add another \$750,042 of valuation and \$4,575 of tax revenue to the annexation package. A chart showing figures for the individual SIDs is attached for your review.

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

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

#### **DEMOGRAPHICS**

The areas proposed for annexation consist of 1,209 parcels and 1,663 dwelling units, including apartments. The population estimate of 4,357 is based upon the 2010 Census average household size of 2.62 persons per dwelling unit.

#### **DEPARTMENT REVIEW**

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Below is a summary of those comments; full responses are attached to this report.

<u>Parks Department</u>—30 acres of parks and open space, trails and tree maintenance, three playgrounds,  $\frac{1}{2}$  acre pond; need for two additional full-time staff and two Hustler Z104 riding lawn mowers (estimated cost is \$21,000 per lawn mower)

<u>Human Resources/Human Services</u>—additional fuel cost of \$5,500 for increased transportation services; high impact on transportation services from SID 171 due to senior living facility; equipment and personnel needs difficult to determine until full demand for services is seen; depending upon demand, transportation service routes may have to be adjusted in order to not add an additional route

<u>Wastewater</u>—most sanitary infrastructure is in satisfactory condition requiring minimal repairs upon annexation, however there is a trunk line in SID 171 which will need substantive repairs/rehabilitation; intense cleaning and inspection will take about eight months and create a backlog for the existing scheduled work load; need for two additional full-time employees and maintenance equipment (estimated at \$250,000); estimated annual revenue is approximately \$903,000; approximately 60-65% of revenue is paid to City of Omaha for wastewater treatment, remaining revenue will allow department to absorb additional expenses <u>City Clerk</u>—some additional revenue from liquor licenses and tobacco licenses; minimal additional expenses or employee time requirements

<u>Library</u>—loss of revenue due to current paid members coming into the city; increase in material costs (estimated 1,000 new members @ \$4 per member = \$4,000); many current programs are at capacity; additional memberships would result in need for additional staff; building size is a consideration with the need to house a collection to meet the needs of a larger membership audience and a lack of meeting room/programming space

<u>Street Department</u>—additional 35.02 lane miles to maintain; increase in State Highway Allocation funding of \$295,145.756; annual street lighting cost \$82,535.16; three additional full-time personnel (\$150,000); increase in operational expenses (\$163,000); capital expenses (three trucks \$641,000); short- and long-term capital considerations: curb ramps in Oakhurst/Oakridge East, Heartland Hills pavement deterioration and other repairs, design and engineering for widening and reconstruction of 25<sup>th</sup> Street from Lynnwood Drive to Fairview Road, bridge inspections on Maass Road (370 Pointe)

<u>Fleet Maintenance</u> expressed concerns regarding the need to expand the Fleet Maintenance Facility which was built to be sufficient through 2015, but did not account for the extreme load of a paid Fire Department and current annexation plans; Fabrication Department has moved into the facility due to flooding; more work may need to be outsourced at a 100 - 200% increase in price and more down time

<u>Police</u>—analyzed calls for service for <u>all</u> SIDs currently under consideration for annexation; data showed a potential increase of 7% in calls for service; to maintain current service levels, the addition of seven sworn officers, one non-sworn code officer, and three vehicles would be necessary; the SIDs in this annexation proposal represent approximately 52% of the potential increase in calls for service, therefore an additional four personnel and two or three vehicles would be necessary as a result of this annexation

#### AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, park maintenance (where applicable), police response, fire response (although many areas are currently served by the Bellevue Fire Department through the Eastern Sarpy Fire District), wastewater service, trash removal, free library cards, and specialized transportation services.

#### Property taxes

The overall property tax levy will decrease for most new residents of the City as shown in the chart below, only SID #183 would show a slight increase in property taxes (based upon current levy amounts). In determining future taxes, the levies for the SID and the fire districts were removed and replaced with the City tax levy. SID #182 is higher than the others because it is in the Papillion-LaVista School district. SID #186 is split between the Eastern Sarpy and Papillion Fire Districts accounting for the difference in the current levy shown below; this difference will be eliminated with the annexation.

SID #		Current Levy	In-City Levy	Change in Levy	Tax change per \$100,000
171		2.274010	2.198227	-0.075783	(\$75.78)
177		2.702219	2.198227	-0.503992	(\$503.99)
182		2.774194	2.378485	-0.395709	(\$395.71)
183		2.164010	2.198227	0.034217	\$34.22
186	PFD	2.263963	2.198227	-0.065736	(\$65.74)
186	ESFD	2.314010	2.198227	-0.115783	(\$115.78)
197		2.381165	2.198227	-0.182938	(\$182.94)
265		2.434008	2.198227	-0.235781	(\$235.78)

The unincorporated areas will have a more significant increase in their property tax rates since they are not currently paying a SID tax. Four of the parcels are not taxed as they are City or school property; the tax rate will change from 1.77401 to 2.198227—an increase of 0.424217 or \$424.22 per \$100,000 of valuation—on four of the remaining parcels, and the final parcel will see a levy change from 1.723963 to 2.198227—an increase of 0.474264 or \$474.26 per \$100,000. (This final parcel is only valued at \$525.)

Property tax changes will be effective for taxes assessed in 2020 and due in 2021.

#### Sales Taxes

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

#### Trash pick-up

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

#### School Districts

The annexation has no effect on school district boundaries.

#### Planning, Zoning, Building Permits

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

#### Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$15.44. Non-residents pay the City of Omaha minimum fee of \$35.28, new residents will see a monthly savings of approximately \$20.

#### Other

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

#### PLANNING DEPARTMENT RECOMMENDATION

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

#### PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of the annexation package based upon compatibility with surrounding neighborhoods, positive financial impact on the City, and natural growth and development of the City.

							TAX REVENUE	
		BONDED	GENERAL FUND	ANNUAL DEBT	2019	<b>CITY TAX</b>	MINUS DEBT	CASH AND
SID #	SID NAME	DEBT(a)	WARRANTS(b)	SERVICE	VALUATION	REVENUE(c)	SERVICE	INVESTMENTS(d)
171	Tregaron	\$4,715,000	\$24,310	\$371,000	\$112,613,844	\$686,944	\$315,944	\$560,199
177	Fox Ridge Estates	\$1,815,000	\$0	\$120,000	\$19,375,596	\$118,191	(\$1,809)	\$303,696
182	370 Pointe	\$655,000	\$0	\$50,000	\$9,333,684	\$56,935	\$6,935	\$215,764
183	Pilgrim's Landing	\$1,080,000	\$0	\$150,000	\$52,694,395	\$321,436	\$171,436	\$325,490
186	Oakhurst/Oakridge East	\$1,050,000	\$36,555	\$145,000	\$56,979,733	\$347,576	\$202,576	\$232,824
197	Heartland Hills	\$1,215,000	\$85,447	\$140,000	\$33,103,109	\$201,929	\$61,929	\$293,440
265	Williamsburg	\$2,210,000	\$0	\$175,000	\$45,146,326	\$275,393	\$100,393	\$563,999
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,246,687	\$2,008,405	\$857,405	\$2,495,412
	Unincorporated lots	\$0	\$0	\$0	\$750,042	\$4,575	\$4,575	\$0
	TOTALS	\$12,740,000	\$146,312	\$1,151,000	\$329,996,729	\$2,012,980	\$861,980	\$2,495,412

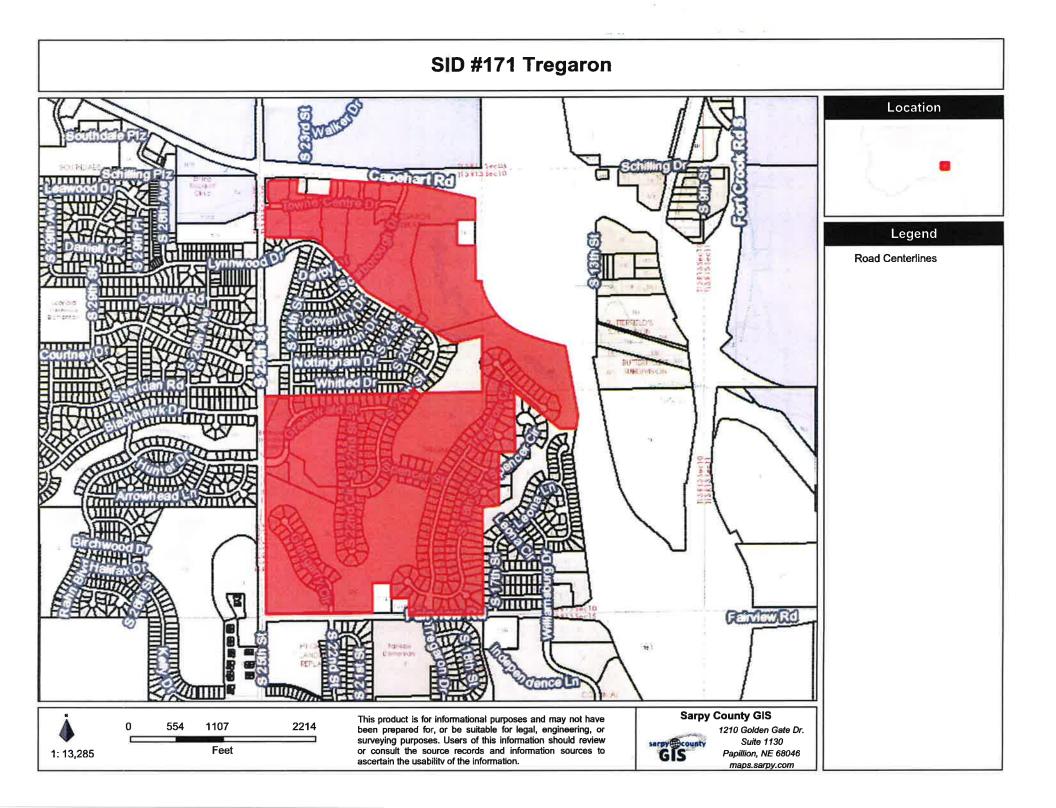
NOTES:

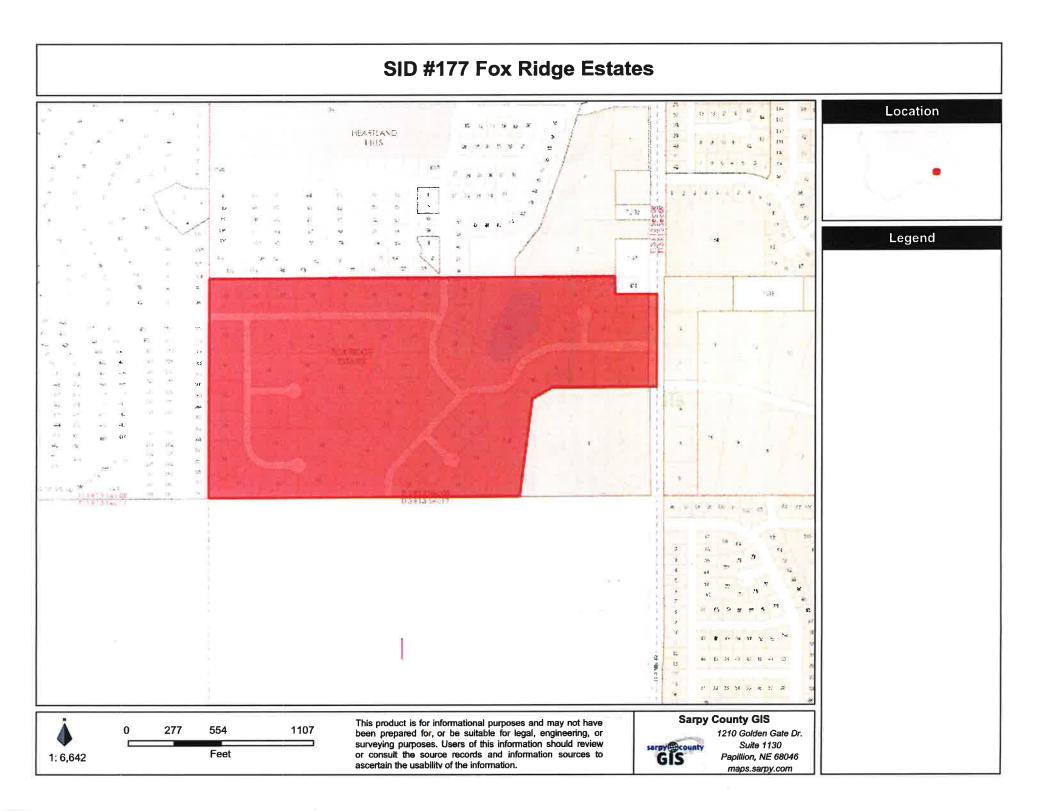
(a) As of July 1, 2019

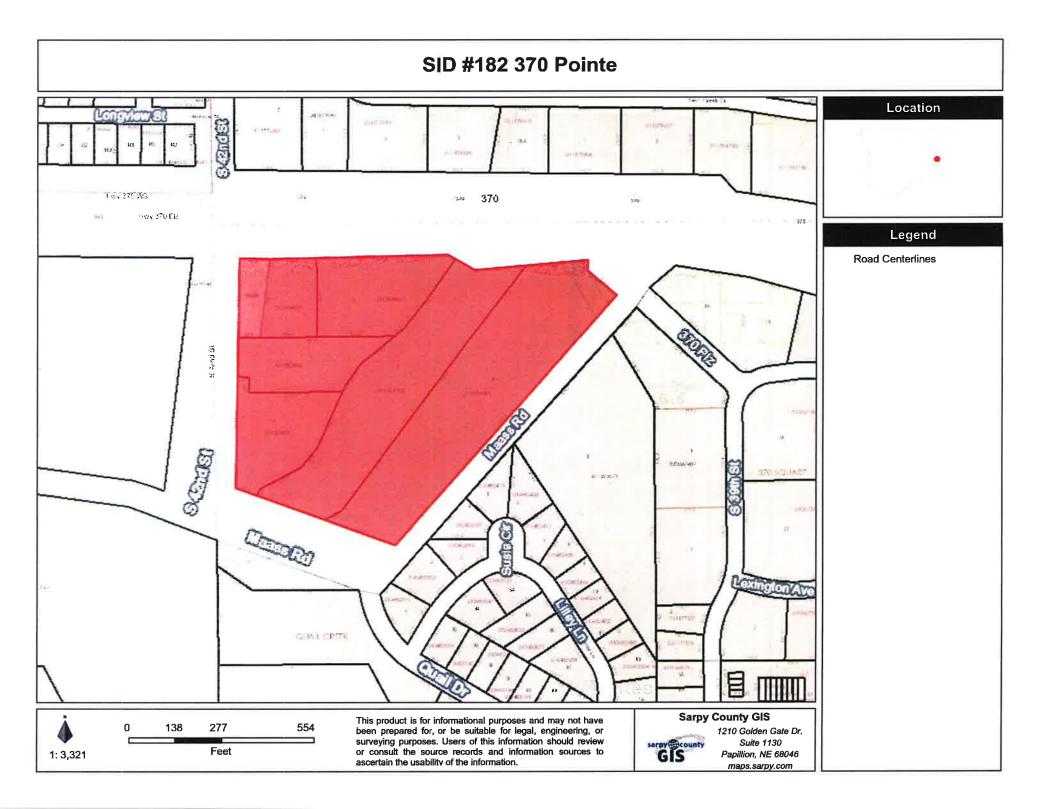
(b) As of June 30, 2018, the last audit date

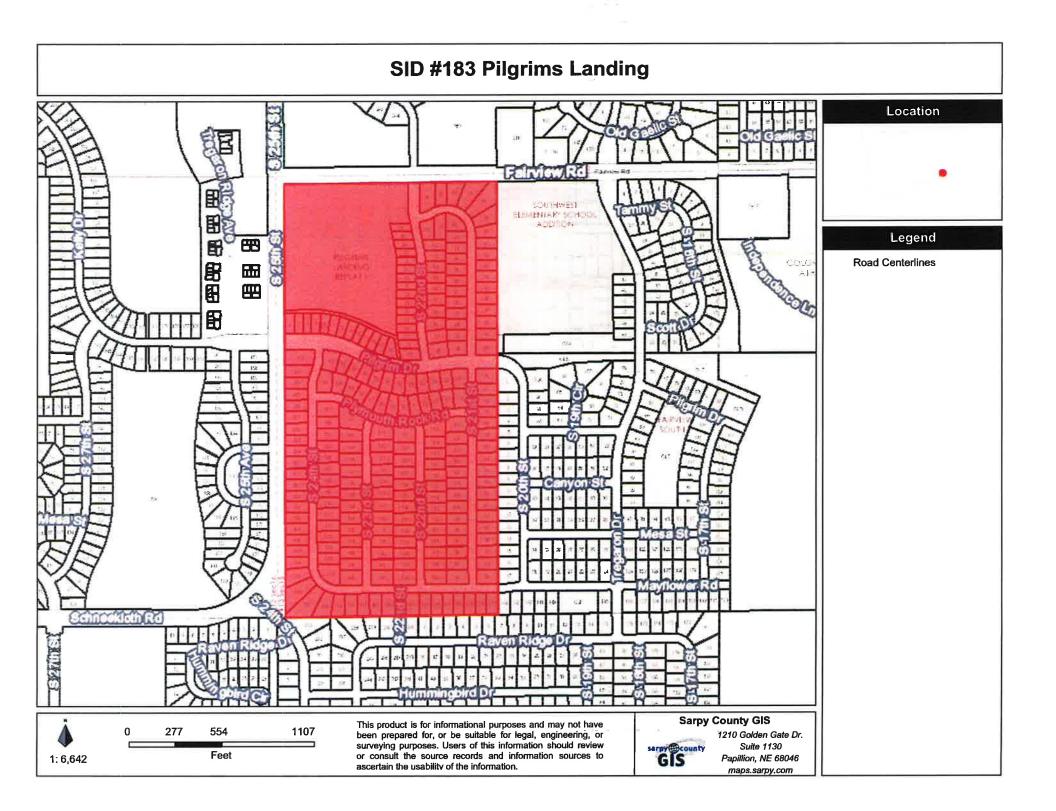
(c) Based on current levy of 0.61

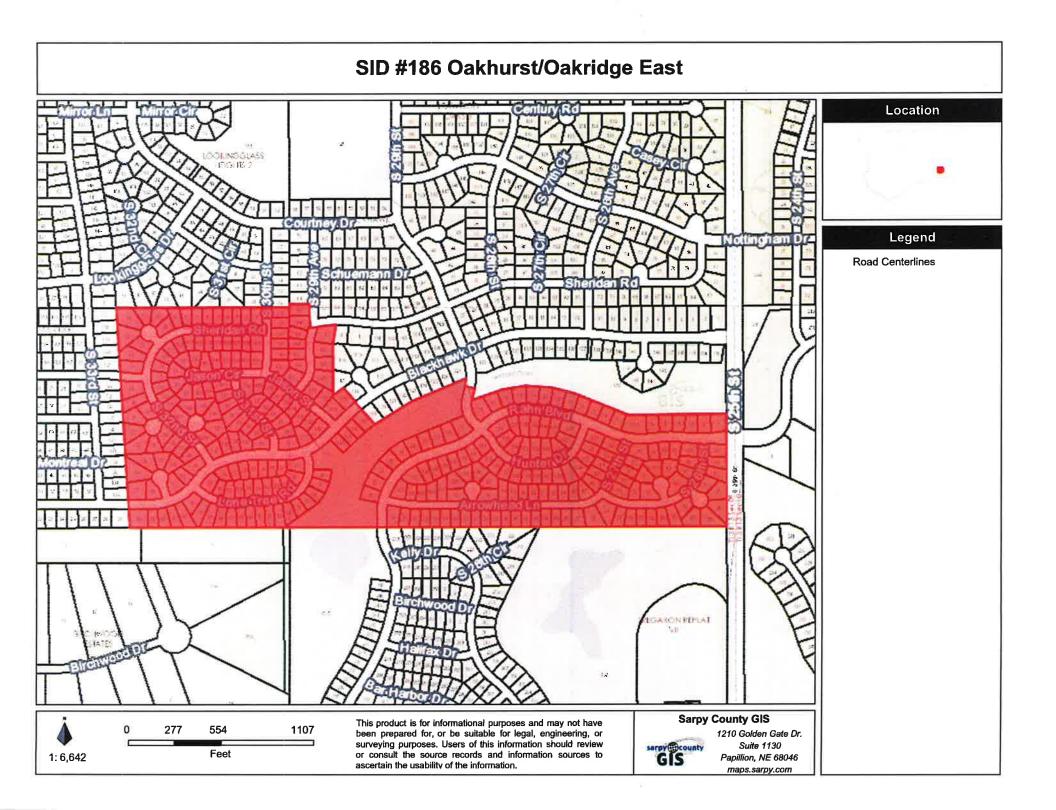
(d) As of June 30, 2019

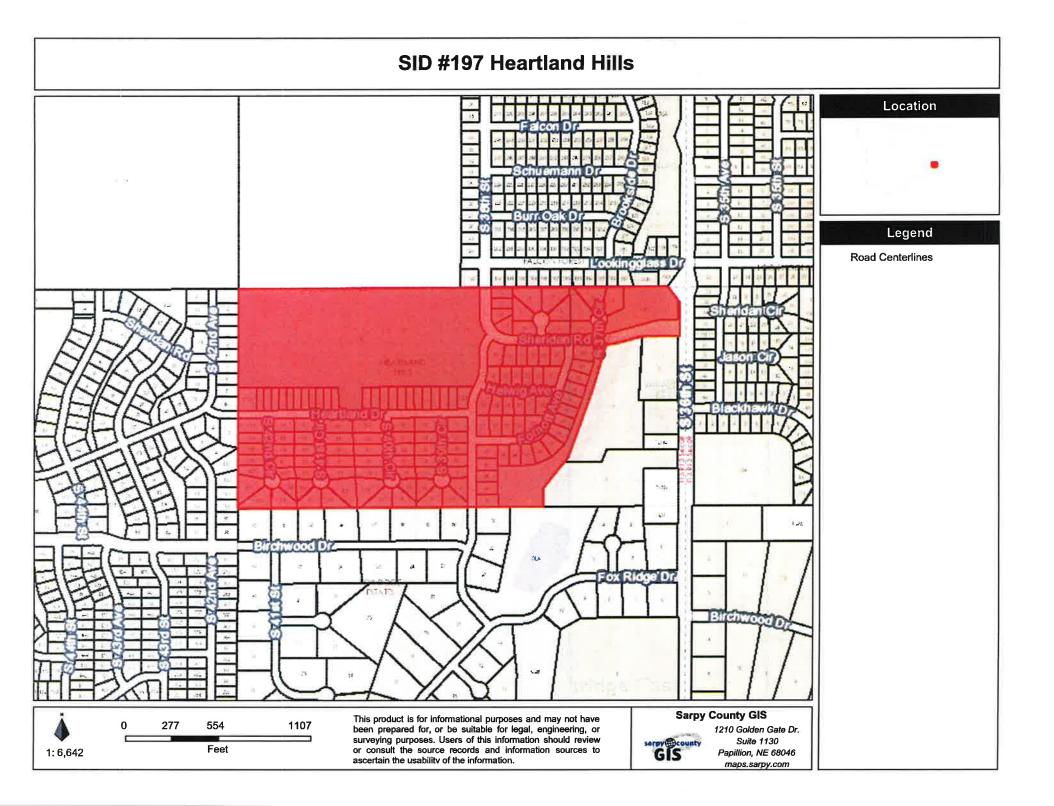


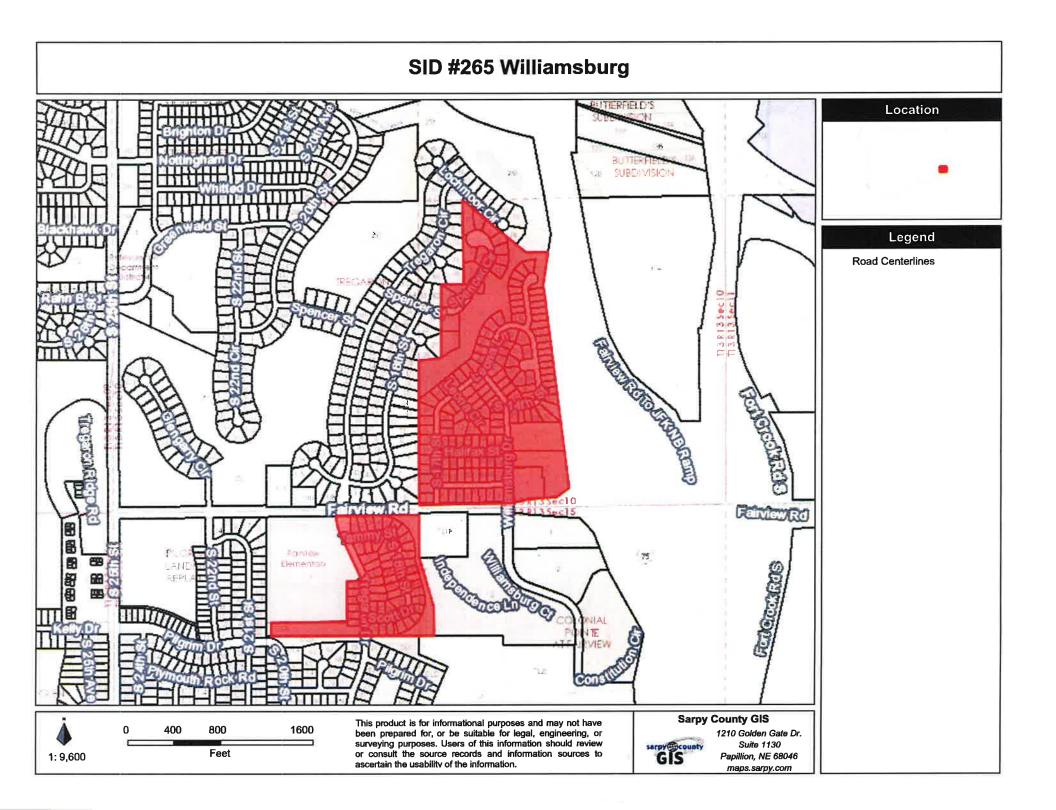


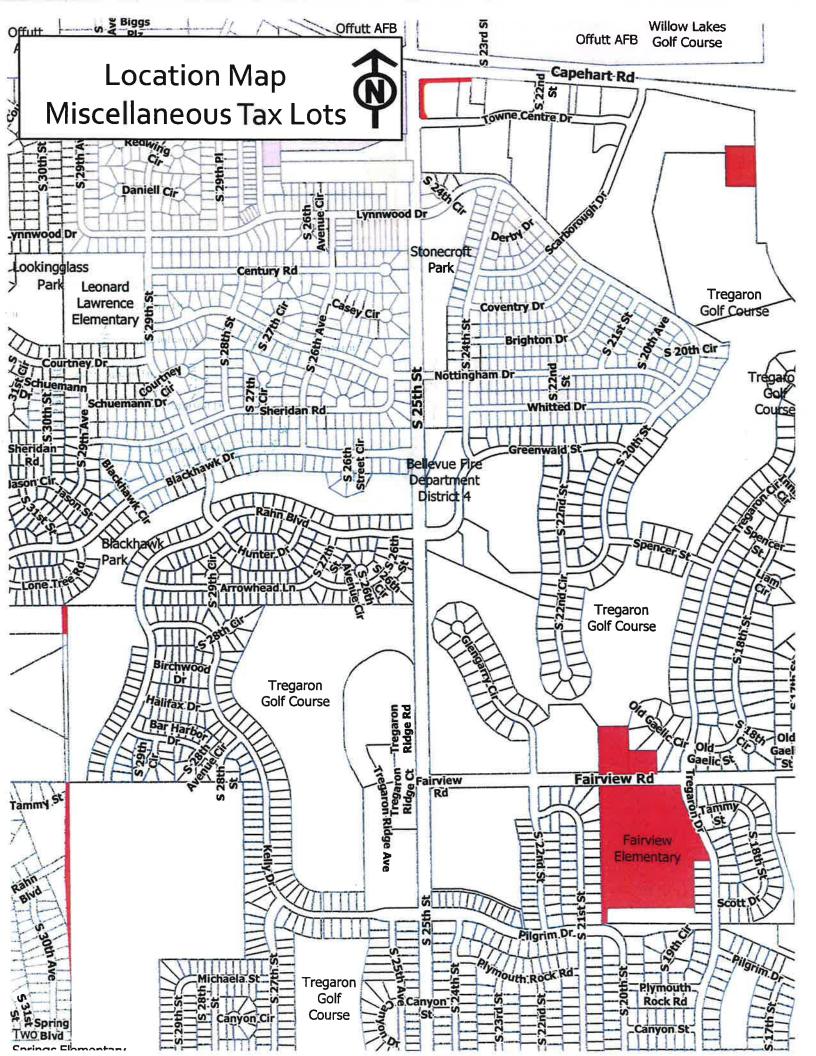












#### **Chris Shewchuk**

From: Sent: To: Subject: Jim Shada Thursday, July 18, 2019 8:10 AM Chris Shewchuk Re: Annexation review

Please find listed below additional information concerning the annexation: Open Space & Parks Acres - 30 acres Trials & Tree Maintenance 3 - Playgrounds 1/2 Acre Pond upkeep Thanks, Jim

From: Jim Shada Sent: Monday, July 15, 2019 1:20:49 PM To: Chris Shewchuk Subject: Re: Annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 2 additional full time staff and 2 Hustler Z104 riding lawn mowers(estimated cost is \$21,000 per lawn mower). This is based on the acres of open space, trial maintenance, tree maintenance and maintaining the pond area. Thanks, Jim

From: Chris Shewchuk Sent: Thursday, July 11, 2019 9:53:22 AM To: Jim Shada Subject: FW: Annexation review

Jim,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris



## MEMO

To: Chris Shewchuk-Planning Director

From: Amanda Parker-Human Service Manager

Date: July 2, 2019

**Re:** Annexation Information Review

This is to inform you that I have reviewed the areas in the proposed annexation that include:

		Estimated Impact
#67	Normandy Hills	High
#171	Tregaron	High
#177	Fox Ridge Estates	Low
#182	370 Pointe	Low
#183	Pilgrims Landing	Low
#186	Oakhurst/Oakridge East	Medium
#1 <b>97</b>	Heartland Hills	Low
#242	Cedar View	Low
#265	Williamsburg	Low

I have concluded that from the review for these areas, the Specialized Transportation Service would see a tremendous increase in demand for service from these proposed areas since there are a great deal of private residences within their boundaries as well as Senior Living Homes, specifically Tregaron and Normandy Hills. We receive several calls a week concerning services in these areas. The financial impact and increase of equipment/personnel on the department is hard to tell as we will have to see just how many residents utilize our services. If the maximum number of residents living in these areas apply to utilize our services, we will have to adjust how we run the transportation in order to not add an additional route. In addition, our secretary will need assistance in keeping up with the increase of phone calls and office responsibilities.

#### **Chris Shewchuk**

From: Sent: To: Subject: Ashley Decker Thursday, July 11, 2019 3:17 PM Chris Shewchuk RE: Annexation review

The only real impact it would have on our department would be fuel cost for the added clients we would pick up with the mini bus service. It is hard to quantify that because we don't have an elderly or disabled census of the areas. When working with Rich on the budget we used a factor of a 20% increase in fuel cost, so I would run with that as our best estimate. Approximately \$5,500. No additional personnel should be needed.

Ashley Decker, SPHR, SHRM-SCP Human Resources Manager

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Thursday, July 11, 2019 9:55 AM To: Ashley Decker <ashley.decker@bellevue.net> Subject: FW: Annexation review

Ashley,

I did not receive a response from you regarding the annexation proposal. Please send any comments to me as soon as possible.

SID 67 and SID 242 will not be going to Planning Commission this month, they will possibly be in the next group.

Thanks.

Chris

From: Chris Shewchuk Sent: Friday, June 14, 2019 10:15 AM To: Bobby Riggs <<u>Bobby.Riggs@bellevue.net</u>>; Epiphany Ramos <<u>epiphany.ramos@bellevue.net</u>>; Jim Shada <<u>Jim.Shada@bellevue.net</u>>; Mark Elbert <<u>Mark.Elbert@bellevue.net</u>>; Perry Guido <<u>Perry.Guido@bellevue.net</u>>; Susan Kluthe <<u>Susan.Kluthe@bellevue.net</u>>; Todd Jarosz <<u>Todd.Jarosz@bellevue.net</u>>; Julie Dinville <<u>Julie.Dinville@bellevue.net</u>>; Ashley Decker <<u>ashley.decker@bellevue.net</u>>; Amanda Chandler <<u>amanda.parker@bellevue.net</u>> Cc: Jeff Roberts <<u>Jeff.Roberts@bellevue.net</u>>; Jim Ristow <<u>jim.ristow@bellevue.net</u>>; Richard Severson <<u>richard.severson@bellevue.net</u>> Subject: Annexation review

All:

The City is moving forward with the annexation of up to sixteen Sanitary and Improvement Districts; to make it a little bit easier on ourselves, we have divided the SIDs into two groups. The first group consists of the following nine SIDs:

#67 Normandy Hills #171 Tregaron



City of Bellevue Waste Water Department 8902 Cedar Island Road • Bellevue, Nebraska 68147 • (402) 293-3135

To: Chris Shewchuk CC: Jeff Roberts From: Epiphany Ramos RE: Annexation Report Request Dated 06/14/2019 Date: July 11, 2019

I have reviewed the proposed annexation areas and have found the sanitary infrastructure to be satisfactory in most area, however there is a trunk line in SID 171 that will be needing some substantive repairs/ rehabilitation scheduled. The remaining areas and infrastructure will require minimal repairs needed upon annexation. Immediate intense cleaning and inspection will be required upon annexation which will take approximately 8 months for my current staff to complete and will create backlog for the existing scheduled work load. Once this initial cleaning and inspection is completed, routine maintenance and scheduled capital improvement planning should begin. Our operating margin is currently at approximately 30%, we would be able to maintain this margin within these locations as well based on increased revenues and increased expense projections.

The below chart contains the basic information requested for these areas, Total FTE (full-time employee) required is annually. Additional maintenance equipment would need to be purchased. The current cost for the additional fleet united needed is estimated at \$250,000.00. A total of two additional employees will be required to maintain current department operations and maintenance plan.

		PIPE	мн	Est # Units	Annual Est Revenue	Remaining Life of Assets	Total FTE needed for Maintenance
SID	171	18552	82	240	\$177,984.00	30	0.46
	177	7928	27	51	\$ 37,821.60	27	0.20
	182	1716	11	76	\$ 56,361.60	27	0.04
	183	9171	44	212	\$157,219.20	27	0.23
	186	11279	39	305	\$226,188.00	28	0.28
	197	10930	26	134	\$ 99,374.40	30	0.27
	265	8246	53	200	\$148,320.00	34	0.21
						Total FTE	
						Required	1.70



#### **Chris Shewchuk**

From:	Susan Kluthe
Sent:	Tuesday, July 16, 2019 11:12 AM
То:	Chris Shewchuk
Subject:	RE: Annexation review

Just a little information for the annexation review.

#171 Tregaron

(We would gain some revenue here due to liquor licenses and tobacco licenses)

- #177 Fox Ridge Estates
- #182 370 Pointe
- #183 Pilgrims Landing
- #186 Oakhurst/Oakridge East
- #197 Heartland Hills
- #265 Williamsburg (We would gain a little revenue for a liquor & a tobacco license)

As far as additional expenses or employee time, it would be minimal.

From: Chris Shewchuk <Chris.Shewchuk@bellevue.net> Sent: Friday, July 12, 2019 8:42 AM To: Susan Kluthe <Susan.Kluthe@bellevue.net> Subject: RE: Annexation review

Off the top of my head:

Tregaron—Golf Course, Wal-Mart Neighborhood Market, Kwik Shop, and Sina Way Chinese Restaurant all have liquor licenses. Several other businesses, but I'm not sure if any have liquor licenses 370 Pointe—several businesses, I don't think any of them would have liquor licenses Williamsburg—Kum and Go would have a liquor license, no other businesses

The other four SIDs are all residential, I am not aware of any businesses in them.

From: Susan Kluthe Sent: Friday, July 12, 2019 8:02 AM To: Chris Shewchuk <<u>Chris.Shewchuk@bellevue.net</u>> Subject: RE: Annexation review

Sorry Chris I have been sick and out of office last 2 days. Could you please let me know what businesses & maybe their addresses for the proposed annexed areas? If any of them have liquor licenses, I will have to know who they are. As far as additional personnel or equipment needs we will not need anything. The only thing I for see is additional revenue for liquor licenses, tobacco licenses, and if there would happen to be a business like a grooming shop which would also require a license.

Thanks! Susan



City of Bellevue Bellevue Public Library 1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

## Memo

To: Chris Shewchuk, Planning Director

From: Julie Dinville, Library Director

Date: 7/12/2019

The major concerns with annexation and the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Tregaron #171, Fox Ridge Estates #177, 370 Pointe #182, Pilgrims Landing #183, Oakhurst/Oakridge East #186, Heartland Hills #197, and Williamsburg #275).

According to the figures you provided, there is an approximate population of about 4,180 persons in all the SIDs concerned. We estimate that we have approximately 2,000 membership cards to these areas. Even with the inactive memberships removed, this will have a significant effect on our non-resident membership revenues per year (a household membership is \$40.00 annually).

Secondly, we currently spend about \$4.00 per cardholder for materials. If we were to add an additional 1,000 card memberships, that would result in a need for an additional \$4,000 to add to our materials budget to purchase enough titles/copies to meet demand (including digital materials). If more were added, additional funds would be needed.

Also, we continue to be stretched in regards to program capacity. High-demand programs such as our Summer Library Program for children are at capacity. We held 85 programs this summer, and for the 20 that required registration, we were completely full with waiting lists for all of them. Our Children's Department is run by one full-time and one 25-hour/week assistant. If we continue to add families to our membership, the library would need to increase staff hours, either by hiring an additional part-time person, or by making our assistant full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Additionally, building size is a consideration for us for lack of meeting room/programming space and to house a collection that is meeting the needs of a larger membership audience.





Error! Main Document Only. City of Bellevue Street Department 206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

## **MEMORANDUM**

To:Chris SchewchukPlanning DirectorCc:Jeff RobertsPublic Works DirectorFrom:Bobby RiggsStreet SuperintendentSubject:June 2019 Annexation Package Review – Pt 1Date:June 24, 2019

#### I. SID Areas

Lane Mile Additions and Annual Street Lighting Costs

- Package Totals: <sup>1</sup>Lane Miles = 40.96 <sup>2</sup>Annual Street Lighting Cost = \$101,313.96
  - > #67 Normandy Hills
    - Lane Miles = 5.36
    - OPPD annual street lighting cost = \$16, 355.52
  - ▶ #171- Tregaron
    - Lane Miles = 11.17
    - OPPD annual street lighting cost = \$20,046.96
  - > #177 Fox Ridge Estates
    - Lane Miles = 3.41
    - OPPD annual street lighting cost = \$1,866.24
  - > #182 370 Pointe
    - Lane Miles = 0.55
    - OPPD annual street lighting cost = \$0
  - > #183 Pilgrims Landing
    - Lane Miles = 5.64
    - OPPD annual street lighting cost = \$14,313.72
  - > #186 Oakhurst/Oakridge East
    - Lane Miles = 6.24
      - OPPD annual street lighting cost = \$21,957.72
  - > #197 Heartland Hills
    - Lane Miles = 3.21
      - OPPD annual street lighting cost = \$10,692.12
  - #242 Cedar View
    - Lane Miles = 0.58
      - OPPD annual street lighting cost = \$2,423.28
  - > #265 Williamsburg
    - Lane Miles = 4.80
    - OPPD annual street lighting cost = \$13,658.40

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





#### II. MANPOWER NEEDS

#### Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, 2018, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street sweeping on 568.47 lane miles of roads.

(Note: This number does not incorporate the most-recent annexations in spring of 2019).

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1employee per 12.74 lane miles, an average of 1970's (1:5.88) and 2013 (1:19.60) rates.

This package would warrant 3 full-time positions in year one, in an ongoing effort to hit target staff levels required to adequately maintain the street system in the City.

FY 19-20 increased department Personnel cost assumption, above current levels - \$150,000.

#### III. EQUIPMENT NEEDS

#### Snow removal, route equipment

In order to provide current levels of service during snow removal operations, the department, in the winter of 2018-19, used thirty-four (34) pieces of equipment to clear roads in the winter. This averages 16.72 lane miles per unit. While the proposed areas in this package would not quite meet the threshold required to add three (3) pieces of equipment, I feel we would be best served by adding up to three route trucks.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$641,000.

(Note – this number is in addition to anticipated replacement of current, aging snow clearing equipment submitted for the upcoming FY19-20 budget).

#### IV. DEPARTMENT OPERATIONAL BUDGET

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

The FY 18-19 budget funded operational expenses to maintain the street system (568.47 lane miles) at \$2,189,954. This would provide for a rate of funding of 3,852.37 per lane mile. This first portion of this package, 40.96 lane miles, would require a funding adjustment of 7.2% above last budgeted levels to meet annual needs. Assuming last year's operational budget as a baseline, with a 2.5% adjustment for cost increases in 2019-20, that baseline would increase to nearly \$2.25 million dollars. Adjusted operational costs to add the proposed areas should reasonably add approximately \$160 thousand to the annual operational budget.

First-year operational budget needs will approach \$2.4 million to perform current yearly maintenance. This number does not factor in the request for additional staff or potential regulatory sign installation in SIDs, where warranted. A reasonable assumption would be an additional year-one cost of nearly 25 thousand dollars for signs, posts and hardware to cover the nine areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

Estimated need for first-year operational budget increase w/o additional personnel: \$162,000.

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

#### V. Capital Improvement Plan (C.I.P) / 1- and 6-Year Street-Related Projects

#### Maintenance and Reconstruction Projects

The following are potential considerations for short- and long-term Capital Improvement Plans.

- Plans for contractual work to install curb ramps in both Blackhawk and Oakhurst/Oakridge East will need to be added to the existing plan and completed within 3 years of annexation. Costs could approach \$80-100 thousand dollars.
- Heartland Hills will need to contracted project to address pavement deterioration, inlet repairs, and curb ramp
  installs within two years of annexation. Costs could easily top \$100 thousand dollars to address immediate needs.
- Design and engineering plans should be considered within the first 5 years following annexation for widening and reconstruction of 25<sup>th</sup> St from Lynwood Dr to Fairview, including traffic signal installation at the intersection of 25<sup>th</sup> & Fairview Rd.
- The City would also acquire the bridge on Maass Rd (370 Pointe). The bridge will need to be put into our annual inspection schedule. Sarpy County will have the latest inspection data for conditions and maintenance needs.

#### VI. Highway Allocation

#### Projected revenue increase

 Highway Allocation funding for part 1 of the package, 40.96 lane miles, is fluid and subject to change with revenue fluctuation. Current per lane mile projections are not available from the State. Projections in this report are solely based on City's budget with projections reduced to a per lane mile estimate. FY 18-19 Budget - \$4,791,018 for 2018 lane mile totals. The FY18-19 budget projects revenue at \$8,427.92 per lane mile. Using this as a baseline:
 12-month anticipated increase to Highway Allocation levels would be \$345,207.60.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





#### City of Bellevue Fleet Maintenance Department 2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

### **MEMORANDUM**

To: Jeff Roberts From: Todd Jarosz Subject: Additional Annex Date: 6-19-2019

After reviewing the current annexation plans for the City of Bellevue it raises some substantial concerns. Having all the CIP expansion for the Fleet and Fabrication Department removed from the 2019 projects, has already set the department productivity and efficiency backwards. Further annexation additions without proper Fleet Department expansion will amplify the situation.

The current Fleet facility is based on a 1995 study that was to be sufficient through 2015. In the 1995 study it did not include the extreme work load of a paid Fire Department or the current annexation plans. Also, with the recent flooding of the Fabrication facility and having to move that operation to the Fleet facility it has now cut into Fleets provision by over 25% increasing the congestion.

The previous proposal for the Fleet department expansion and the additional building for the Fabrication side is even more critical. With out the addition, in the future Fleet will be forced to outsource more and more work at a 100%-200% increase in price along with additional down time.

To readdress the conditions and circumstances that warrant the expansion of the Fleet Department would be in the best interest of the City of Bellevue and would be found to be necessary.



City of Bellevue Fleet Maintenance Department 2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

## **MEMORANDUM**

To:	Jeff Roberts
From:	Todd Jarosz
Subject:	Fleet Maintenance - Anticipated Personnel and Facility Needs
Date:	October 30, 2018

As planners and developers consider the future of a larger land mass and population for the City of Bellevue through annexation, the Fleet Maintenance department would like to propose its anticipated personnel and facility needs a larger Bellevue would present.

It would be necessary to add a minimum of 1 diesel tech and 1 auto tech to my staff to handle the increased work load. The mechanic shop, built in 1999, has eight work bays, one area for small engine repair and a wash bay. The work load for the shop has increased tremendously in the past 5-8 years. Currently, eight bays have become insufficient to service the needs of the city, annexation will create a heavier burden. We anticipate a 50% increase in work load for most of the departments within the city and 150% increase work load for the Fire department. With more personnel and increased work load it is clear that we need to expand. I propose a minimum of 6,000 additional square feet of shop floor space to adequately perform our jobs. We would also request an additional 2,000 square feet of office space, break room and storage area as we have outgrown the space we currently have.

It will also be necessary to construct an additional building to house the Fabrication department on the grounds in which Fleet Maintenance operates on Betz Road. The Fabrication department is managed by the Fleet Maintenance Superintendent, orders supplies through our parts room and performs tasks that often times are reported by our techs/mechanics. Currently the Fabrication Shop operates out of one of the Street department's shops on the southern edge of Bellevue. Relocating the Fabrication operations to Fleet Maintenance facilities will make for a smoother, more efficient process and would eliminate commuting between the two locations. The estimated size of the proposed facility would be approximately 5,000 square feet with 4 work bays, office space and restrooms.

# Yearly work order average per week

- 2008 Averaged 18-25 Work orders per week
- 2010 Averaged 18-25 Work orders per week
- 2012 Averaged 25-27 Work orders per week
- 2014 Averaged 27-30 Work orders per week
- 2016 Averaged 29-30 Work orders per week
- 2017 Averaged 35-40 Work orders per week
- 2018 Averaged 42-45 Work orders per week
- 2019 Averaging 50-53 Work orders per week

The Fleet Facility is a working structure base on a growth study of Bellevue from 1995 through 2015.

The yearly growth after 2015 has almost double the capacity of the projected growth for this facility.

The physical size and staffing to run the Fleet facility have not increased in size to keep up with the demands of the growth of the City of Bellevue. The failure to expand or not to immediately proceed with the proper action to resolve this situation, will result in back logged work, failure to react and repair emergency equipment in a safe time line and the farming out of more repairs to extremely expensive low quality sub-contracting shops.

None of this reflects the addition of the Fabrication Department being relocated at the Fleet Maintenance building, due to the 2019 Food. With the Fabrication, there is additional work orders and the loss of work space hindering the operation of the Fleet Department.

#### **BPD ANNEXATON NEEDS**

7-5-19

Currently the Department is budgeted for 95 sworn police officers to provide services to a population of 53, 434 people. (2018 Census Bureau). This equates to 1.77 police officers per 1,000 residents. This average is below the National average of 2. Using this data one could proclaim that taking on the additional 11,175 residents could require an additional 19 to 20 sworn police officers. By way of furthering this point I included a list of Nebraska cities with similar populations to 11,175 and the sworn staff range from 14 to 28 in these communities.

We currently average 46901 calls for service per year according the Sarpy CAD System. We have studied the call load for each subdivision in this package and determined that our calls for service will increase by roughly 7%. We are authorized 100 sworn staff at our current population and calls for service so this annexation call load would justify 7 additional staff.

I would propose to maintain our current level of service that the increase in staff is not solely driven by population so the thought of increasing our sworn staff to 19 or 20 is likely unnecessary and would take about 5 years to accomplish with hiring, training, and attrition accounted for.

It is my opinion that an additional 4 road patrol officers and 2 cruisers to build a new patrol district will handle the street portion of this annexation.

It is my opinion that an additional family crimes detective will be needed to address those needs associated with this annexation package.

It is my opinion that an additional 2 cyber crimes detectives with be needed to address the needs of this annexation package. (this unit is under staffed and falling behind already with the spiking technology aspects to nearly all of our cases).

It is my opinion that an additional code enforcement officer and a pick-up truck will be needed to address the Code aspect of this annexation package.

In total that is 7 sworn police officers, 1 non sworn code officer, and 3 vehicles.

Our records division and property and evidence divisions should be able to take this annexation on without additional staff at this time.

2 that

**Chief Mark Elbert** 

## ORDINANCE NO. <u>3961</u>

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

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

Lot 1, except part dedicated for right-of-way, Southwest Elementary School Addition, and Tax Lot 2A2A2, located in the Northwest ¼ of Section 15, T13N, R13E of the 6<sup>th</sup> P.M.;

Part of Lot 6 and part of Lot 7, Tregaron Towne Centre;

Tax Lots 10B and 11, located in the Southwest  $\frac{1}{4}$  of Section 10, T13N, R13E of the 6<sup>th</sup> P.M.;

Tax Lot 13, located in the Northwest <sup>1</sup>/<sub>4</sub> of Section 10, T13N, R13E of the 6<sup>th</sup> P.M. (Parcel #010969381);

Part of Tax Lot 3A, located in the Northwest ¼ of Section 16, T13N, R13E of the 6<sup>th</sup> P.M. (Parcel #010983694);

Part of Tax Lot 3A, located in the Northwest ¼ of Section 16, T13N, R13E of the 6<sup>th</sup> P.M. (Parcel #011598421);

Tax Lot 3A2, located in the Southwest <sup>1</sup>/<sub>4</sub> of Section 9, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on October 1, 2019.

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

\_\_\_\_

\_

APPROVED AS TO FORM:

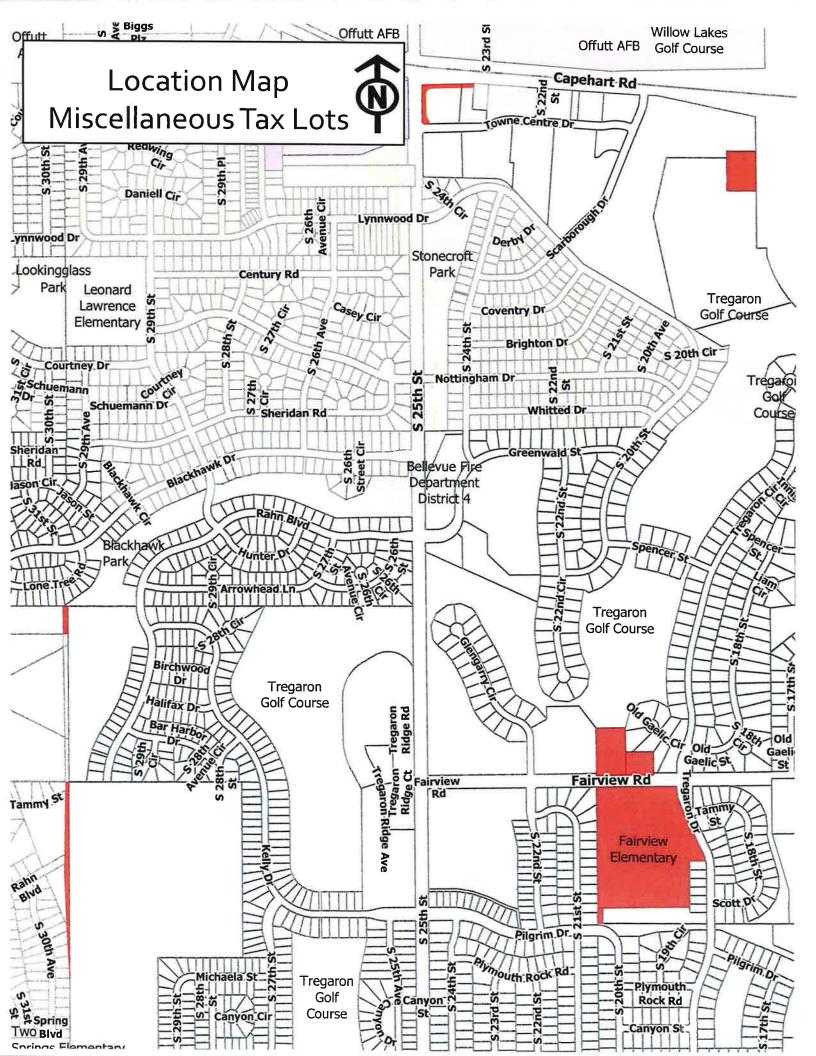
City Attorney

ATTEST

City Clerk

Mayor

First Reading: <u>8/6/2019</u>
Second Reading: \_\_\_\_\_
Third Reading: \_\_\_\_\_



CITY OF BELLEVUE, NEBRASKA



#### AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	August 20, 2019	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	
SUBMITTED BY:			PUBLIC HEARING REQUIRED
Budget Task Force		RESOLUTION	PUBLIC HEARING REQUIRED
Rich Severson, Fin	ance Director	CURRENT BUSINESS	PUBLIC HEARING REQUIRED
		CONSENT	
		OTHER (SEE CLERK)	

#### SUBJECT:

#### Administration's Recommended 2019-2020 Budget (Fiscal Year Ending September 30, 2020).

#### SYNOPSIS:

This budget proposes appropriating expenditures of \$80.9 million in fiscal year 2019-20. This is a decrease of \$6.1 million from the 2018-19 expenditures. Revenues in 2019-20 are budgeted at \$81.7 million. The difference being the build-up of cash reserves for Wastewater (as planned). All other funds balance expenditures with revenues.

#### BACKGROUND

This budget provides basic funding for the City. Operational efficiencies or some level of reduced service will be required to cover the estimated net cost of operations. The General Fund is balanced with \$62.2 million of expenditures paid for by \$62.2 million of revenues.

FISCAL IMPACT:	\$8	80
----------------	-----	----

,868,694.23 BUDG

BUDGETED FUNDS? N/A

GRANT/MATCHING FUNDS? N/A

2019-2020 Budgeted Revenues of \$81,652,212.56 and Expenditures of \$80,868,694.23. Cash reserves (for Waste Water) increase by \$783,518.

#### **TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

IS THIS A CONTRACT?	No		COUNTER-PARTY:				INTERLO	CAL? NO
CONTRACT DESCRIPTION								
CONTRACT EFFECTIVE D	ATE:		CONTRAC	CT TERM:		CC	NTRACT END DATE:	
PROJECT NAME: FYE2020 Budget								
START DATE: 10/01/2019		END DAT	END DATE: 09/30/2020 PAYMENT DA		IENT DATE:		INSURA	NCE REQUIRED
CIP PROJECT NAME:			CIP PR	OJECT NUME	BER:			
MAPA NAME(S):			M	APA NUMBER	R(S):			
STREET DISTRICT NAME(S):			STREET DISTRICT NUMBER(S):					
ACCOUNTING DISTRIBUTION CODE:				ACCO	JNT NUMBER:			

#### **RECOMMENDATION:**

Open public hearing on the budget for the fiscal year ending September 30, 2020. (Vote on budget and additional 1% restricted funds will be at the September 3rd meeting along with the tax request special public hearing and vote.)

#### ATTACHMENTS:

- 1 Draft Budget Ordinance
- 2 Draft Resolution-Setting Tax Request
- 3 Budget Summary

4 State Budget Forms

SIGNATURES:

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

Page 2 of 31

# City of Bellevue Annual Budget Fiscal Year Ending September 30, 2020

\* Spending of \$80.9 Million is 7% Less Than Prior Year Budget (As Amended)

\* Bellevue's Organic Valuation Growth Was 6% Overall, Valuations Increased 9% (Includes Recently Annexed Areas That Account For Approximately 3%)

\* No Increase in Tax Levy Rate - Remains at 61¢ Per \$100 of Valuation Property Owners Results Will Vary As Valuations May Increase or Decrease

\* Bellevue Will Request \$20.7 Million In Property Property Taxes, An Increase Of \$1.8 Million Over Last Year

Last Year, \$2.6 Million Of Community Betterment Reserves Plus \$1.6 Million Of General Funds Cash Reserves Were Called Upon To Finalize The Budget This Year's Proposal Does Not Dip Into Cash Reserves

\* General Fund Spending Is Budgeted At \$62 Million, An Increase of \$8 Million Capital Expenditures Account For \$5 Million Of The Increase With \$3 Million Increase In Compensation and Department Expenditures

\* General Fund Operational Expenditures Increase 6% To \$46 Million -Police Spending Increases \$1 Million (7%) To \$15 Million, Funds 100 Sworn Positions -Fire Increases \$0.7 Million (9%) To \$9 Million, Funding 82 FTEs Including 58 Full-Time FF -Public Works Increases \$0.4 Million (3%) To \$14 Million -All Other Departments Increase \$0.4 Million (4%) To \$8 Million

#### City of Bellevue Statement of Revenues and Expenditures All Funds 2019-20 Annual Budget All Funds

			/ arrao						
	2018-19			2019-20					
				2018-19 Fcst v	vs. 2019-20 Bud	2018-19 Bud vs 2019-20 Bu			
	9+3			Dollar Change	Percent Change	Dollar Change	Percent Change		
	Forecast	Budget	Budget	From 2018-19	From 2018-19	From 2018-19	From 2018-19		
	2018-19	2018-19	2019-20	FCST	FCST	BUDGET	BUDGET		
Revenues									
Property Taxes	\$ 21,794,198	\$ 21,516,348	\$ 23,254,680	\$ 1,460,482	6.7%	\$ 1,738,332	8 1%		
Sales Taxes	10,897,894	11,205,164	11,333,629	435,735	4.0%	128,465	1.1%		
Occupation/Business Taxes	2,414,885	2,377,000	2,397,983	(16,902)	(0.7%)	20,983	0.9%		
State Aid/Payments	6,473,336	6,026,557	6,815,104	341,768	5.3%	788,547	13.1%		
Fees, Permits and Licenses	17,982,017	16,840,648	17,076,562	(905,456)	(5.0%)	235,914	1.4%		
Grants and Other Cost Sharing	1,984,337	2,425,202	9,646,748	7,662,412	386.1%	7,221,547	297 8%		
Other Revenues	1,223,569	1,135,350	1,270,960	47,391	3.9%	135,610	11.9%		
Other Bond & Lease Proceeds	18,953,161	17,201,895	8,763,547	(10,189,614)	(53.8%)	(8,438,348)	(49 1%)		
Transfers (Revenue)	6,092,075	6,642,075	1,093,000	(4,999,075)	(82.1%)	(5.549.075)	(83.5%)		
Total Revenue	87,815,472	85,370,237	81,652,212.56	(6,163,259)	(7 0%)	(3,718,025)	(4.4%)		
Expenditures									
Salaries & Wages									
Base Pay	19,812,644	21,031,131	20,914,577	1,101,934	5.6%	(116,554)	(0.6%)		
Overtime	862,718	642,503	611,716	(251,002)		(30,787)	(4.8%)		
Added Pay	1,734,134	920,374	1,168,792	(565,342)		248,418	27 0%		
Non Recurring Pay	333,235	153,071	297,802	(35,433)		144,731	94.6%		
Reimbursements	(813,034)	(602,699)	(323,777)	489,257	60.2%	278,923	46.3%		
Total Salaries & Wages	21,929,697	22,144,379	22,669,110	739,413	3.4%	524,731	2.4%		
Fringe Benefits		22,144,015	22,003,110	100,410	0,470	324,101	2470		
Employer Payroll Taxes	1,628,112	1,639,321	1,721,253	93,141	5.7%	81,932	5,0%		
Pension and Retirement	1,939,501	1,806,805	2,012,639	73,138	3.8%	205,834	11.4%		
Health and Benefit Insurance	4,301,690	4,823,709	5,140,099	838,409	19.5%	316,390	6.6%		
Total Fringe Benefits	7,869,304	8,269,835	8,873,991	1,004,688	12 8%	604,156	7 3%		
Total Personnel	29,799,001	30,414,214	31,543,102	1,744,101	5,9%	1,128,887	3.7%		
Department Expenditures	22,321,550	20,750,339	22,085,314	(236,237)	(1.1%)	1,334,975	5.4%		
Total Operational	52,120,551	51,164,553	53,628,415	1,507,865	2.9%	2,453,862	4.8%		
Capital Expenditures	11,194,709	12,439,295	15,357,855	4,163,146	37.2%	2,918,561	23.5%		
Other Expenditures				.,,					
Capital Leases	825,096	825,094	825,094	(2)	(0.0%)	¥2	22		
All Other	15,709,367	15,940,353	9,964,330	(5.745,036)	(36,6%)	(5.976,023)	(37.5%)		
Total Other Expenditures	16,534,462	16,765,447	10,789,424	(5,745.039)	(34.7%)	(5 976,023)	(35.6%)		
Transfers (Expenditures)	6,092,075	6,642,075	1,093,000	(4,999,075)	(82 1%)	(5.549,075)	(83.5%)		
Total Expenditures	85,941,797	87,011,370	80,868,694	(5,073,103)	(5.9%)	(6,142,676)	(7 1%)		
Net Revenues / (Expenditures)	\$ 1,873,675	\$ (1.641,133)	\$ 783,518	\$ (1,090,156)		\$ 2,424,651			
(0200) S (0200)		(1411,190)		- (1,444,140)		- A., TA-1, MO 1			

Page 3 of 31

Page 4 of 31

#### City of Bellevue Statement of Revenues and Expenditures All Funds 2019-20 Annual Budget All Funds

	Gen Fund &	All Other Funda	<u>F60</u>	<u>F50</u>		F95		<u>F55</u>	F80 & F81	<u>F20</u>
Total Budget All Funds	Operational Budget	Capital Budget	Community Developme nt (CDBG)		Debt Service	Refundings	Bond Proceeds	Economic Developme <u>n1</u>	Police Funds	Wastewa
\$ 23,254,680	\$ 17,375,896				\$ 5,878,784					
11,333,629	11,333,629				342			- 287		1
2,397,983	2,397,983		- a -					. C.S.	1.55	1
6,815,104 17 076,562	6,815,104 8,584,893							C#0	50.000	8,437,
1.270,960	219.300			1.044.860					53,800 5,500	0,437,
62,148,917	46.726,804	<u>()</u>		1,044,850	5.878,784		*	367	59,300	8,439.
22,669,110 8,873,591	22,575,558 8.751,444									93, 122
31 543,102	31,327,002									216,
22,161,103 825,094	14,529,865 733,746		311,357	297,007	11,824			750,000	59,300	6,201 91.
54 529,298	46,590,613	۲	311,357	297,007	11,824	2	13	750,000	59,300	6,509,
7,619,619	136,191	1	(311,357)	747,853	5,866,960		÷.	(750,000)		1,929,
8,220,000 5,709,000 1,428,855	848,855	8,220,000 5,709,000								580.
15,357,855	848,855	13,929,000		•	۰.	3	¥.	(10)		580,
6,632,668 3,000 000 34,500	620,879				5,708,336	3,000,000 34,500				303,
58,824	620,879			•	58,824	3,034,500				303
9,725,992 25,063,847	1,469,734	13,928,000			5,767,150	3,034,500				883.
									-	
9,646,748	1,135,192	8,220,000	291,557	•				(a)	- 54	2
8,763,547	19,900	5,709,000	19,800	2 147		3,012,700		- ÷		-
18,410,295	1,155,092	13,929,000	311,357	2,147		3,012,700	•			2
(162,549)	(162,549)									
(162,549)	(162,549)		-			8		-	3	i ŝ
1,093,000	342,000		×.	540	34			750,000	- × 1	1,
1,093,000	1,000			750,000	78,000			-		264
	341,000		*	(750,000)	(78,000)			750,000		(263,
\$ 81,652,213 \$ 80,868,694			\$311,357 \$311,357	\$1,047,007 \$1,047,007	5,878,784 5,856,984	3,012,700 3,034,500		\$750,000 \$750,000	\$59,300 \$59,300	\$ 8,440, \$ 7,656,
\$ 783,518	•	5 .	5 .	5 .	\$ 21,800	5 (21,800)	5 .	5 -	5 -	\$ 78

Operating Revenues Property Taxes Sales Taxes Occupation/Revness Taxes State Aid/Payments Fees, Permits and Licenses Other Revenues Total Operating Revenue

Operating Expenditures Salaries & Wages Fringe Beneits Total Personnel Department Expenditures Capital Leases Total Operational Expenditures

Total Net Operating Revenues

Other Uses of Funds Capital Exercitlures Funded by Comm. Bett. Funded by Outside Agencies Funded by Loan Funded by Operations Total Capital Expenditures Other Expenditures All Other Bond Principal & Interest & All Other Bond Principal & Interest & Fees Relunding Bond Principal Bond Issue Fees All Other Total Other Expenditures Total Other Jose of Funds Other Bources of Funds Grants and Other Cast Sharing Other Bources of Funds Total Other Sources of Funds

Annexation Revenue Annexation Expenditures Net Annexation Revenues

Transfers In & Out Transfers (Revenue) Transfers (Expenditures) Total Net Transfers

Total Revenues Total Expenditures Net Revenues / (Expenditures)

Page 5 of 31

#### City of Bellevue

#### IN

#### Sarpy County, Nebraska

#### NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 20th day of August 2019, at 6:00 o'clock P.M., at 1500 Wall St, Bellevue, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

\$ \$ \$	87,011,369.81 80,868,694.23 17,941,688.15
\$	
\$	17 041 699 15
	17,941,000.15
\$	98,810,382.38
\$	20,718,715.92
S	18,170,425.34
\$	14,474,135,92
\$	6,244,580.00
	\$

#### NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 3rd day of September 2019, at 6:00 o'clock P.M., at 1500 Wall St, Bellevue, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request at a different amount than the prior year tax request.

		2018		2019	Change	
Operating Budget		87,011,369.81		80,868,694.23		-7%
Property Tax Request	\$	18,935,871.46	\$	20,718,715.92		9%
Valuation		3,104,241,224		3,396,510,775		9%
Tax Rate		0.610000		0.610000		0%
Tax Rate if Prior Tax Request was at Current Valuation	-	0.557510	2			

Page 6 of 31

#### City of Bellevue 2019-20 Budget

#### How Do We Pay For The City's Operations?

#### Your Property Taxes

Total Levy Valuation	0.610000 \$ 3,396,510,775		\$ 20, <b>718,716</b>
Levy for Debt Service		0.166000	\$ 5,638,208
Levy For General Fund		0.444000	\$ 15,080,508

Page 7 of 31

# **City of Bellevue Annual Budget** Fiscal Year Ending September 30, 2020

August 6th 2019 - First Reading

## □ August 20th 2019 - Public Hearing on the Budget

 September 3rd 2019 - Vote on Budget and 1% Additional Restricted Funds, Hold Public Hearing and Vote on Tax Request

#### Page 8 of 31

# City of Bellevue Statement of Revenues and Expenditures All Funds 2019-20 Annual Budget. All Funds

	\$ 48,223,895	\$ 13,929,000	\$311,157	\$1,047,007 \$	5,856,984	3,034,500		\$750,000	\$ 59,300 \$ -	
		\$ 13,929,000	\$ 311,357	\$1,047,007	5,878,784	3,012,700		\$ 750,000	\$59,300	\$ 8,440,16
*	341,000			(750,000)	(78,000)			750,000		(263,00
1,093,000	342,000		8	750.000	76.000			750,000		1,00
(162,549)	(102,348)		-	•						
(162,549)	(162,549)	197							-	
÷.										
18,410,295	1,155,092	13,929,000	311,357	2.147	592	3,012,700	*	- 642	240	
9,646,748 8,763,547	1,135,192 19,900	8,220,000 5,709,000	291,557 19,800	2,147		3,012,700		2.45 		
0 645 749	1 125 100	8 000 000	201 667							
25,083,847	1,469,734	13,929,000			5,767,160	3 034 500				883.4
9,725,992	620,879				5,767,160	3.034,500				303.4
3,000,000 34,500 58,824					58 824	3,000,000 34,500				
6,632,668	620,879				5,708,336					303,4
15,357,855	848,855	13,929,000			5.00	75	×	191		580,0
5,709,000 1,428,855	848,855	5,709,000								580.0
8,220,000		8,220,000								,
1,013,013	130,121	· ·	(311,357)	(41,003	3,600,960		· ·	(750,000)		1,929,9
7,519,619	135,191		(311,357)	747,853	5,866,960		~	(750,000)		1,929,9
825,094 54,528,298	733,746		311,357	297,007	11,824			750,000	59.300	91.3 6,509,1
31,543,102 22,161,103	31,327,002 14,529,865		311,357	297,007	11,824			750,000	59,300	216 D 6,201,7
22,669,110 8,873,991	22,575,558 8,751,444									93,5 122,5
62,148,917	46,726,804		•	1.044,560	5.878.784			•	59,300	8,439,1
1,270,960	219,300			1.044.860	1			2	53,800	8,437,8
6,815,104 17,076,562	6,815,104 8,584,893		•	8					-	
11,333,629 2,397,963	11,333,629 2,397,983			1	Č.				18	
\$ 23,254,680	\$ 17,375,896		÷	14	\$ 5,878,784					
Budget All Funds	Operational Budget	Capital Budget	Developme nt (CDBG)	Betterment (Keno)	Debt Service	Refundings	Bond Proceeds	Developme <u>nt</u>	Police Funds	Wastewa
Total			Community	Community				Economic		
	Gen Fund & /	W Other Funds	<u>F60</u>	<u>F50</u>		F95		<u>E55</u>	F60 &	<u>F20</u>

Operating Revenues Property Taxes Sales Taxes Occupation/Reviness Taxes Slate Aid/Payments Fees, Permits and Licenses Other Revenues Total Operating Revenue

Operating Expenditures Salanes & Wages Fringe Benefits Total Personnel Department Expenditures Capital Leases Total Operational Expenditures

#### Total Net Operating Revenues

# Total Net Operating Revenues Cablet Uses of Funds Cablet Expenditures Funded by Comm. Bett, Funded by Danding Funded by Danding Funded by Denarity Funded De

Annexation Revenue Annexation Expenditures Net Annexation Revenues

Transfers In & Out Transfers (Revenue) Transfers (Expenditures) Total Net Transfers

Total Revenues Total Expenditures Net Revenues / (Expenditures)

Page 9 of 31

# City of Bellevue Capital Expenditures and Funding 2019-20 Budget

				2010-20 Dudget								
		Proposed	Streets One and			timated Project	Outside Funding	Outside Funding	Fun	ding	g	v Share Total
Dept.	Account	CIP Ref #	Siz #	Description		Cost	Source	%	Am	ount		Cost
11 - Parks 11 - Parks 11 - Parks 11 - Parks 11 - Parks	7040 Park Improvement 7040 Park Improvement 7040 Park Improvement 7040 Park Improvement 7110 LeasePurchase - Vehicles	PK20(2) PK20(3) PK20(4) PK20(5) PK20(6)		Balifield updatas Spiashpad and Restroom (was PK19(2) & PK18(2)) Tennis court lights (was PK19(3) & PK18(3)) American Hercea Park improvements (was PK19(5)) Slope Mowe	\$ \$ \$ \$ \$	75,000 400,000 250,000 150,000 30,000			5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	250,000	\$ <b>\$ \$</b> \$ <b>\$</b> \$ \$	75,000 400,000 150,000 30,000
12 - Recreation	7030 Facilities Improvements	RE20(2)		Field Lighting & Building Improvements AHP (ves RE19(1))	<b>\$</b>	<b>905,000</b> 470,000		8-		<b>250,000</b> 470,000	\$ \$	655,000
					\$	470,000			\$	470,000	\$	

Page 10 of 31

# City of Bellevue Capital Expenditures and Funding 2019-20 Budget

				zo is-zo budget								
Dept. Account		Proposed CIP Ref #	Streets One and Six #	Description	Estimated Project Cost		Outside Funding Source	Outside Funding <u>%</u>	1	Outside Funding Amount		of Total Cost
15 - Streets	7010 Street Improvements	ST 20(1)	M146(122B	ROW Acquisition 36th Street	5	244,000	-	-	\$		\$	244,000
15 - Streets	7010 Street Improvements	ST 20(2)	M146(1220	So 36th St: Hwy 370 to Sheridan Rd - PH 1 CONSTRUCTION, YEAR 1	5	1,480.000			5		\$	1,480,000
15 - Streets	7010 Street Improvements	ST 20(3)	M146(171A	S 36th St. Sheridan to Plattaview - YR 1 DESIGN/ENG, ROW	- 5	130,000			. 5		5	130,000
15 - Streets	7010 Street Improvements	ST 20(4)	M146[1868	) So 25th St: bit Capetiant & Lynnwood Dr (Whitted Creek) - BRIDGE REPLACEMENT	5	1,200,000		0.0%	\$	2	\$	1,290,000
15 - Streets	7010 Street Improvements	ST 20(6)	M146(228A	) City-wide, various locations - concrete rehab	5	275,000		0.0%	5	Q.	\$	275.000
15 - Streets	7010 Street Improvements	57 20(8)	M145(221B	Giles Road, 35th to 42nd St - RESURFACING	5	165,000		0.0%	5		5	165,000
15 - Streets	7010 Street Improvements	ST 20(9)	M146(225)	25th St, Comhusker Rd to Gilmore Rd-Resurfacing	5	375,000		0.0%	5		5	375,000
15 - Streets	7010 Street Improvements	ST 20(10)	M146(202B	) 15th Street, Comhusker to Thurston RESURFACING	5	155,000		0.0%	5	-	5	155,000
15 - Streets	7010 Street Improvements	ST 20(11)	M146(207B	) Betz Road, Martinview to Lloyd RESURFACING	\$	375,000		0.0%	\$		5	375,000
15 - Streets	7010 Street Improvements	ST 20(12)	M146(226)	36th S, Landings Dr to Comhusker Rd-Resultacing	\$	280,000		0.0%	\$	-	\$	280,000
15 - Streets	7010 Street improvements	ST 20(13)	M146(2558	25th St. Ponderosa Dr to Hwy 370-Resurfacing	\$	380,000		0.0%	\$	÷	\$	380,000
15 - Streets	7010 Street Improvements	ST 20(21)	0	So 36th St North Design	5	1.5	Sarpy Co	50,0%	\$.		\$	
15 - Streets	7010 Street Improvements	ST 20(22)	O	Street Dept/PW Facility to be determined	\$	7.500.000	FEMA/NEMA/Ins	100.0%	5	7.500,000	5	
					\$	12,559,000		5	\$	7,500,000	\$	5,059,000

Page 11 of 31

City Share of Total Cost

#### City of Bellevue Capital Expenditures and Funding 2019-20 Budget

Description

Estimated Project Cost Outside Funding Source 
 Outside
 Outside

 Funding
 Funding

 %
 Amount

20 - Police 20 - Police	7140 Communication Equipment 7140 Communication Equipment	PO 20(3) PO 20(4)	Pro-phoenix LRMS Carry-Over (PO 19(3) \$258,000) New Recording System and Dictation Eq (PO 20(1) \$500,000)	\$ 168,855 \$ 350,000		\$ \$	168,655 350,000
				\$ 518,855	5	. 5	518,855
21 - Fine & Rescue 21 - Fire & Rescue	7110 Lease/Purchase - Vehicles 7110 Lease/Purchase - Vehicles	FI 20(1) FI 20(3)	Replace Medic 42 Replace Brush 3	\$ 250,000 <u>\$</u> 75,000 <b>\$</b> 325,000	-	\$ 5 - \$	250,000 75,000 325,000
				\$ 14,777,855	3	8,220,000 \$	6,557,855
Fund 20-Wastewater	7000 Sewer Construction	WW 20(1)	CIPP Ptpeline Rehabilization	\$ 230,000	0% S	- \$	230,000
F20 - Wastewater F20 - Wastewater	7000 Sewar Construction 7000 Sewar Construction	WW 20(2) WW 20(3)	Sewer Jel SCADA Upgrades, Phases 3, 4	\$ 250,000 \$ 100,000	0% \$ 0% \$	+ S - S	250,000 100,000
Other Funds	7020			\$ 580,000	5	- 5	580,000
F55 - Economic Devel	opmei 7030 Facilities Improvements opment	ED 20(1)	LB 840 Infrastructure improvements	\$ 750,000 \$ 750,000	0% 5	- 5	750,000
			Total - All Funds	\$ 16,107,855	5	8,220,000 \$	7,887,855

Proposed One and CIP Ref # Six #

Dept

Account

Page 12 of 31

#### City of Bellevue

#### **STATE OF NEBRASKA <u>CITY/VILLAGE</u> BUDGET FORM**

2019-2020

TO THE COUNTY BOARD AND COUNTY CLERK OF Sarpy County

#### This budget is for the Period October 1, 2019 through September 30, 2020

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

The following PERSONAL AND REAL PROPERTY TAX is requested for the ensuing year:	Projected Outstanding Bonded Indebtedness as of October 1, 2019 (As of the Beginning of the Budget Year)								
\$ 14,474,135.92 Property Taxes for Non-Bond Purposes	Principal	\$ 53,370,000.00							
\$ 6,244,580.00 Principal and Interest on Bonds	Interest	\$ 10,409,968.27							
\$ 20,718,715.92 Total Personal and Real Property Tax Required	Total Bonded Indebtedness	\$ 63,779,968.27							
	Report of Joint Public Agency & Interlo	cal Agreements							
\$ 3,396,510,775       Total Certified Valuation (All Counties)         (Certification of Valuation(s) from County Assessor MUST be attached)	Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2018 through June 30, 2019? YES NO								
County Clerk's Use ONLY	If YES, Please submit Interlocal Agreement Report by September 20th.								
	Report of Trade Names, Corporate Names	& Business Names							
	Did the Subdivision operate under a separate Trade Name, Corporate Name, other Business Name during the period of July 1, 2018 through June 30, 2019 YES X NO								
	If YES, Please submit Trade Name Report by	/ September 20th.							
APA Contact Information	Submission Informatio	n							
Auditor of Public Accounts State Capitol, Suite 2303 Lincoln, NE 68509	Budget Due by 9-	20-2019							
Telephone: (402) 471-2111 FAX: (402) 471-3301	Submit budget to:								
Website: www.auditors.nebraska.gov	1. Auditor of Public Accounts -Electronically on Website or Mail								
Questions - E-Mail: Deann.Haeffner@nebraska.gov	2. County Board (SEC. 13-508), C/O County Cle	erk							

#### City of Bellevue in Sarpy County

Page 13 of 31

Line No,	Beginning Balances, Receipts, & Transfers		Actual 2017 - 2018 (Column 1)		Actual/Estimated 2018 - 2019 (Column 2)		Adopted Budget 2019 - 2020 (Column 3)		
1	Net Cash Balance	\$	19,319,011.78	\$	18,652,760.83	\$	17,158,169,82		
2	Investments	\$	-	\$	2				
3	County Treasurer's Balance	s	225,909.91	\$	146,541,56				
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)	\$	÷	\$		\$			
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$	19,544,921.69	\$	18,799,302.39	\$	17,158,169.82		
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$	18,083,719,13	s	18,748,387.59	\$	20,513,579.92		
7	Federal Receipts	\$	48,753,32	s	53,000.00	5	53,000.00		
8	State Receipts: Motor Vehicle Pro-Rate	\$	45,477.98	s	47,420.00	\$	48,000.00		
9	State Receipts: MIRF	\$		\$		S	•		
10	State Receipts: Highway Allocation and Incentives	\$	4,864,767.51	S	4,799,018.00	\$	5,381,380.00		
11	State Receipts: Motor Vehicle Fee	\$	387,600,20	s	394,000.00	s	392,700.00		
12	State Receipts: State Aid	\$		\$		101			
13	State Receipts: Municipal Equalization Aid	\$	1,143,726.75	\$	1,227,538.69	\$	1,429,223,74		
14	State Receipts: Other	\$	37,920.49	s	8,027.00	\$	8,544,410.80		
15	State Receipts: Property Tax Credit	S		s	<u>ت</u>	2	The state of the		
16	Local Receipts: Nameplate Capacity Tax	\$	¥	\$		\$	2 <b>4</b> 5		
17	Local Receipts: Motor Vehicle Tax	\$	1,123,831.74	\$	1,077,440.00	S	1,113,000.00		
18	Local Receipts: Local Option Sales Tax	\$	10,782,571.94	\$	11,205,164.05	\$	11,333,628.61		
19	Local Receipts: In Lieu of Tax	\$	1,126,231.63	\$	1,115,800.00	\$	1,119,000.00		
20	Local Receipts: Other	\$	32,562,557.66	\$	40,052,366.91	\$	30,631,289,49		
21	Transfers In of Surplus Fees	S		\$	(m)	\$			
22	Transfers In Other Than Surplus Fees	\$	1,290,000.00	\$	6,642,075.00	\$	1,093,000.00		
23	Proprietary Function Funds (Only if Page 6 is Used)	\$	/æ	\$	724	\$			
24	Total Resources Available (Lines 5 thru 23)	\$	91,042,080.04	\$	104,169,539.63	\$	98,810,382.38		
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$	72,242,777.65	\$	87,011,369.81	\$	80,868,694.23		
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$	18,799,302.39	\$	17,158,169.82	\$	17,941,688.15		
	Cash Reserve Percentage						28%		
		Та	x from Line 6			5	20,513,579.92		
	PROPERTY TAX RECAP		ounty Treasurer Commiss			\$ 205,136.00			
		To	tal Property Tax Requir	eme	ent	\$	20,718,715,92		

Page 2

#### City of Bellevue in Sarpy County

Property Tax

#### To Assist the County For Levy Setting Purposes

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

Property Tax Request by Fund:

		Request
General Fund	\$	14,474,135.92
Bond Fund	\$	6,244,580.00
Fund		
Fund		
Total Tax Request	**. S	20.718.715.92

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

#### **Cash Reserve Funds**

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

Special Reserve Fund Name	Amoun	<u>t</u>
Total Special Reserve Funds	\$	
Total Cash Reserve	\$	17,941,688,15
Remaining Cash Reserve	\$	17,941,688.15
Remaining Cash Reserve %		28%

#### Documentation of Transfers of Surplus Fees: (Only complete if Transfers of Surplus Fees Were Budgeted)

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

Transfer From:

1,093,000.00

Reason: SEE SCHEDULE 2-B

Transfer From:

Transfer To:

Transfer To:

Amount: \$

Amount: \$

Reason:

Transfer From:

Transfer To:

Amount: \$

Reason:

ľ

Page 2-A

Page 14 of 31

Page 15 of 31

## SCHEDULE 2-B Documentation of Transfers of Surplus Fees: (Only complete if Transfers of Surplus Fees Were Budgeted)

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

Transfer From:	Transfer To:
Community Betterment Fund	Economic Development Fund
Amount: \$750,000.00	9
Reason:	
To provide funding for LB840 projects.	
Transfer From:	Transfer To:
Wastewater Fund	General Fund
Amount: \$264,000.00	
Reason:	
To reimburse insurance, audit and other expenses paid by General Fund	1.
Transfer From:	Transfer To:
General Fund	Wastewater Fund
Amount: \$1,000.00	
Reason:	
To reimburse Solid Waste postage expenses paid by Wastewater Fund.	
Transfer From:	Transfer To:
Debt Service Fund	General Fund
Amount: \$78,000.00	
Reason:	
To reimburse insurance, audit and other expenses paid by General Fund	L
Total Amount: \$1,093,000.00	

#### City of Bellevue in Sarpy County

Page 16 of 31

Line No.	2019-2020 ADOPTED BUDGET Disbursements & Transfers		Operating Expenses (A)	In	Capital provements (B)		Other Capital Outlay (C)		Debt Service (D)		Other (E)	TOTAL
1	Governmental:											
2	General Government	\$	5,880,766.69	\$		\$		\$	8,745,835,77	\$	78,000.00	\$ 14,704,602.46
3	Public Safety - Police and Fire	\$	23,767,270.85	\$		\$	843,855.00	S	284,693.65	\$		\$ 24,895,819.50
4	Public Safety - Other	\$	-	\$		\$		\$		\$		\$ 
5	Public Works - Streets	\$	4,870,332.52	\$	12,559,000.00	\$		\$	1,069,931,16	\$	•	\$ 18,499,263.68
6	Public Works - Other	\$	3.804,793.79	\$		\$	-	\$		\$		\$ 3,804,793,79
7	Public Health and Social Services	\$	1,077,409.22	\$	5 <b>7</b> .4	\$	*	\$	( <b>2</b> 0	\$		\$ 1,077,409.22
8	Culture and Recreation	\$	3,874,041.04	\$	1,345,000.00	\$	30,000.00	\$	250	\$	750,000.00	\$ 5,999,041.04
9	Community Development	\$	311,356.50	\$		\$		\$	(#1)	s	-	\$ 311,356.50
10	Miscellaneous	\$	803,000,00	\$	.=3	\$		\$	120	\$		\$ 803,000.00
11	Business-Type Activities:		- THE LAND									
12	Airport	s	*	\$	:#S	s		\$		\$		\$
13	Nursing Home	\$		\$	32	\$		\$	22	\$		\$
14	Hospital	\$		\$	( <b>*</b> )	\$		\$	(H)	\$	1.5	\$
15	Electric Utility	\$		\$	(H) (	\$		\$	3	\$		\$
16	Solid Waste	\$	3,115,757.37	\$	(e):	\$		\$		\$	1,000.00	\$ 3,116,757.37
17	Transportation	\$		\$	90	\$		\$	34C	\$	2.0	\$
18	Wastewater	\$	6,417,849.44	\$	580,000.00	\$	1	\$	394,801.23	\$	264,000.00	\$ 7,656,650.67
19	Water	\$		\$	:=C	\$		\$		\$	()=)	\$
20	Other	\$	×	\$		\$		\$	-	\$		\$
	Proprietary Function Funds (Page 6)		N. A. Turke St.			1.444	Hasten Sten			\$	3 <b>9</b> 0	\$
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$	53,922,577.42	\$	14,484,000.00	\$	873,855.00	\$	10,495,261.81	\$	1,093,000.00	\$ 80,868,694.23

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

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

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

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

(E) Other should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed.

#### City of Bellevue in Sarpy County

Page 17 of 31

Line No.	2018-2019 ACTUAL/ESTIMATED Disbursements & Transfers		Operating Expenses (A)	Im	Capital provements (B)		Other Capital Outlay (C)		Debt Service (D)		Other (E)		TOTAL
1	Governmental:			×.								5.8	
2	General Government	\$	5,603,742.08	\$		\$		\$	15,047,089.41	\$	3,752,075.00	s	24,402,906.49
3	Public Safety - Police and Fire	\$	22,069,393.85	\$	2	\$	1,998,294.50	\$	284,693.65	\$		\$	24,352,382.00
4	Public Safety - Other	\$	2	\$		s	2	\$	4	\$	-	\$	-
5	Public Works - Streets	\$	4,498,278.33	\$	4,658,000.00	\$	2	\$	726,704.91	s		s	9,882,983.24
6	Public Works - Other	\$	3,602,676.00	\$		s	<u></u>	\$		\$	-	\$	3,602,676.00
7	Public Health and Social Services	\$	1,062,173,18	\$	-	\$	63,000.00	\$	×	s	× .	\$	1,125,173.18
8	Culture and Recreation	\$	3,888,197.78	s	3,220,000.00	\$		\$		\$	2,625,000.00	s	9.733.197.78
9	Community Development	\$	311,356.50	\$		\$	-	\$		\$		s	311,356.50
10	Miscellaneous	\$	303,000.00	\$		\$		\$		\$		s	303,000.00
11	Business-Type Activities:	200								202		i in	202
12	Airport	\$	2	s	2	s	¥	s		\$		\$	2
13	Nursing Home	\$		\$		\$	2	\$	2	\$	¥	\$	
14	Hospital	\$	*	s		\$	×	\$	2	s		\$	
15	Electric Utility	\$		s		\$	*	\$	*	\$		\$	<b>#</b> 5
16	Solid Waste	\$	3,115,496.71	s		\$		\$		\$	1,000.00	\$	3,116,496.71
17	Transportation	s		\$		\$	5	\$		\$		s	
18	Wastewater	\$	7,022,396.68	\$	2,500,000.00	\$		\$	394,801.23	\$	264,000.00	\$	10,181,197.91
19	Water	S		\$	2	\$		\$		\$	-	\$	
20	Other	\$		\$		\$		\$	÷	\$		\$	727
21	Proprietary Function Funds											\$	
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$	51,476,711.10	\$	10,378,000.00	\$	2,061,294.50	\$	16,453,289.20	\$	6,642,075.00	\$	87,011,369.81

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

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

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

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

(E) Other should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed,

Page 4

#### City of Bellevue in Sarpy County

Page 18 of 31

Line No	2017-2018 ACTUAL Disbursements & Transfers		Operating Expenses (A)	in	Capital provements (B)		Other Capital Outlay (C)		Debt Service (D)		Other (E)		TOTAL
1	Governmental:												
2	General Government	S	5,423,875,72	\$	2,782,231.44	\$	105,709.07	\$	6,608,658.99	\$	3,224,739.28	s	18,145,214.50
3	Public Safety - Police and Fire	\$	20,062,507.37	\$	214,929.00	5	1.010.614.86	\$	148,712.80	\$		S	21,436,764.03
4	Public Safety - Other	\$	1940 1940	\$	100	\$		\$	510 C	\$	240	\$	
5	Public Works - Streets	\$	4,610,840.48	5	5.041,815.26	\$	39,256.00	\$	472,969.68	\$	(3,146,739.28)	ş	7,018,142.14
6	Public Works - Other	\$	3,302,416.62	\$	89,069,19	\$	49,000.00	\$	20.210.43	\$		S	3,460,696,24
7	Public Health and Social Services	\$	1,203,333.69	\$	-	s		\$		\$	200	\$	1,203,333.69
8	Culture and Recreation	\$	3,477,483.33	\$	3,334,421.54	s	154,304.01	\$	22,778.04	s	1,141,878.37	s	8.130.865.29
9	Community Development	s	240,092.09	\$	24,397.99	\$		\$		\$		s	264,490.08
10	Miscellaneous	\$	243,468.55	\$		\$	۲	\$		\$		\$	243,468.55
11	Business-Type Activities:			E					o i sais "au.			22	For major d
12	Airport	\$		\$	1	\$		\$	596.	\$	<u>~~</u>	\$	
13	Nursing Home	\$	۰	\$	×	\$	×.	\$	2 <b>4</b> 0	\$		s	(a)
14	Hospital	\$		\$		\$	~	5	~	\$		\$	
15	Electric Utility	\$		5	25	\$		\$		\$	251	s	
16	Solid Waste	\$	2,449,826.86	\$		\$	-	5	398.13	\$	125,000.00	s	2,575,224.99
17	Transportation	\$		s	-,	\$		\$		\$		s	-
18	Wastewater	\$	5,966,640.11	\$	491,246.37	\$	58,000.00	\$	2,984,691.66	\$	264.000.00	s	9,764,578.14
19	Water	\$	340	s	SN 1	\$	1.0	\$	20	\$		\$	
20	Other	5	<u>ت</u>	s	<b>1</b>	\$		\$		\$		s	av
21	Proprietary Function Funds					1	출고 이상 영상에			\$	:•	s	5 <b>-</b> 2
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$	46,980,484.82	\$	11,978,110.79	\$	1,416,883.94	\$	10,258,419.73	\$	1,608,878.37	S	72,242,777.65

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

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

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

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

(E) Other should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed.

Page 5

Page 19 of 31

### City of Bellevue in Sarpy County

### 2019-2020 SUMMARY OF PROPRIETARY FUNCTION FUNDS

#### NOTE: COMPLETE THIS PAGE ONLY IF A SEPARATE PROPRIETARY FUNCTION FUND BUDGET IS FILED WITH THE CLERK OF THE MUNICIPALITY.

#### THIS SPACE FOR USE OF PROPRIETARY FUNCTION FUNDS ONLY

Funds (List)	Beginning Balance	Total	Budget of eceipts	Total Budget Disbursemen	of Its R	Cash eserve
					\$	))#2
					\$	18
					\$	( <del>*</del> )
					\$	14
					\$	((=)
					\$	( <b>1</b> )
					\$	5 <b>.5</b> 5
					\$	243
					\$	25
					\$	
					\$	876
					\$	
				N	\$	•
[OTAL	\$	- \$		S	- \$	2.52

NOTE: State Statute Section 13-504 requires a uniform summary of the proposed budget statement including each proprietary function fund included in a separate proprietary budget statement prepared pursuant to the Municipal Proprietary Function Act. Proprietary function shall mean a water supply or distribution utility, a waste-water collection or treatment utility, an electric generation, transmission, or distribution utility, an integrated solid waste management collection, disposal, or handling utility, or a hospital or a nursing home owned by a municipality.

Page 6

Page 20 of 31

### CORRESPONDENCE INFORMATION

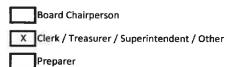
ENTITY	OFFICIAL ADDRESS	

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

NAME	Rich Severson
ADDRESS	1500 Wall Street
CITY & ZIP CODE	Bellevue, NE 68005
TELEPH <b>ONE</b>	(402)293-3088
WEBSITE	https://www.bellevue.net/

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	Rusty Hike	Rich Severson	Rich Severson
TITLE /FIRM NAME	Mayor	City Treasurer	City Treasurer
TELEPHONE	(402)293-3020	(402)293-3088	(402)293-3088
EMAIL ADDRESS	rusty.hike@bellevue.net	rich.severson@bellevue.net	rich.severson@bellevue.net

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



Page 7

### 2019-2020 LID SUPPORTING SCHEDULE

Calculation of Restricted I	Funds			
Total Personal and Real Property Tax Requirements		(1)	\$	20,718,715.92
Motor Vehicle Pro-Rate		(2)	\$	48,000.00
In-Lieu of Tax Payments			\$	1,119,000.00
Prior Year Budgeted Capital Improvements that were excluded from Restricte	d Funds.			
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17)) LESS: Amount Spent During 2018-2019 LESS: Amount Expected to be Spent in Future Budget Years Amount to be included as Restricted Funds ( <i>Cannot Be A Negative Number</i> ) Motor Vehicle Tax Local Option Sales Tax Transfers of Surplus Fees Highway Allocation and Incentives	<ul> <li>\$ 7,778,000.00</li> <li>\$ 6,215,464.00</li> <li>\$ 1,429,188.00</li> </ul>	<ul> <li>(4)</li> <li>(5)</li> <li>(6)</li> <li>(7)</li> <li>(8)</li> <li>(9)</li> <li>(10)</li> <li>(11)</li> </ul>	_	133,348.00 1,113,000.00 11,333,628.61 
MIRF		(12)		5,361,360.00
Motor Vehicle Fee		(12)		392,700.00
Municipal Equalization Fund		(14)		1,429,223.74
Insurance Premium Tax		(15)		1,420,220.14
Nameplate Capacity Tax		(15a)		-
TOTAL RESTRICTED FUNDS (A)		(16)	\$	41,668,996.27
			Ψ	41,000,330.21
Lid Exceptions				
Capital Improvements (Real Property and Improvements on Real Property) LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (cannot exclude same capital improvements from more than one lid calculation.)	\$ 13,904,000.00	(17)		
Agrees to Line (6).	\$ 1,429,188.00	(18)		
Allowable Capital Improvements		(19)	\$	12,474,812.00
Bonded Indebtedness		(20)	\$	6,244,580.00
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)		(21)	_	
Interlocal Agreements/Joint Public Agency Agreements		(22)		1,233,457.71
Public Safety Communication Project (Statute 86-416) Payments to Retire Interest-Free Loans from the Department of Aeronautics		(23)		
(Public Airports Only)		(24)		
Judgments				
Refund of Property Taxes to Taxpayers				
Repairs to Infrastructure Damaged by a Natural Disaster			_	
TOTAL LID EXCEPTIONS (B)		(28)	\$	19,952,849.71
TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form) To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28			\$	21,716,146.56

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

# City of Bellevue

### Sarpy County

### **COMPUTATION OF LIMIT FOR FISCAL YEAR 2019-2020**

### PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

#### **OPTION 1**

2018-2019 Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form

37,162,556.51 Option 1 - (1)

OPTION 2 - Only use if a vote was taken at a townhall meeting	g to exceed Lid for o	ne year
Line (1) of Prior Year Lid Computation Form	Option 2 - (A)	-
Allowable Percent Increase Less Vote Taken		
(From Prior Year Lid Computation Form Line (6) - Line (5))	Option 2 - (B)	_%
Dollar Amount of Allowable Increase Excluding the vote taken Line (A) X Line (B)	Option 2 - (C)	-
Calculated 2018-2019 Restricted Funds Authority (Base Amount) = Line (A) Plus Line (C)		<u> </u>
		Option 2 - (1)

### ALLOWABLE INCREASES

1	BASE LIMITATION PER	CENT INCREASE (2.5%)				(2)	2.50	%
2	ALLOWABLE GROWTH	PER THE ASSESSOR	MINU	JS 2.5%			3.83	%
	196,360,006.00 / 2019 Growth per Assessor	3,104,241,224.00 2018 Valuation	= .	6.33 Multiply times 100 To get %	_%	(3)		
3	ADDITIONAL ONE PERC		APF			(4)	1.00	%
2	6 / # of Board Members voting "Yes" for Increase	6 Total # of Members in Governing Body at Meeting	-	100.00 Must be at least 75% (.75) of the Governing Body	_%			
AT	FACH A COPY OF THE BO	OARD MINUTES APPRO	VIN	G THE INCREASE				
4	SPECIAL ELECTION/TO APPROVED % INCREAS		DTER	3		(5)		%

Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting

### City of Bellevue IN Sarpy County

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5)	<u> </u>
Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6)	2,724,015.39
Total Restricted Funds Authority = Line (1) + Line (7)	<u>39,886,571.90</u> (8)
Less: Restricted Funds from Lid Supporting Schedule	<u>21,716,146.56</u> (9)
Total Unused Restricted Funds Authority = Line (8) - Line (9)	18,170,425.34
LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR	

## YOU ARE IN VIOLATION OF THE LID LAW.

### THE AMOUNT OF UNUSED RESTRICTED FUNDS AUTHORITY ON LINE (10) MUST BE PUBLISHED IN THE NOTICE OF BUDGET HEARING.

### Municipality Levy Limit Form

Page 24 of 31

#### City of Bellevue in Sarpy County

					, ,			
Political Subdivision	Personal and Real Property Tax Request <i>(Column A)</i>	Judgments (Not Paid by Liability Insurance) (Column B)	Pre-Existing Lease - Purchase Contracts-7/98 (Column C)	★ Bonded Indebtedness (Column D)	Interest Free Financing (Public Airports) (Column E)	Tax Request Subject to Levy Limit (Column F) [(Column A) MINUS (Columns B. C, D, E)]	Valuation (Column G)	Calculated Levy (Column H) [(Column F) DIVIDED BY (Column G) MULTIPLIED BY 100]
City/Village -	20,718,715.92			6,244,580.00		14,474,135.92	3,396,510,775	0.426147
Others subject to allocation-								
								2
Off-Street Parking District								1
Calculated Levy for Off-Street DIVIDED BY (Column G NOTE: Municipality Levy Limit is 45	i {City/Village Line})	·	·	,		Total Calcul [Total of (C	ated Levy	- 0.426147 (Box 1)
Total Calculated Levy can O	ů,			5	Tax Request	to Support Interloc	al Agreements	1,233,457.71 (Box 2)
The Calculated Levy for Inte	rlocal Agreements s	hould be the m	aximum of 5 cer	nts OR LESS.				Geotorian.
[(Box 2) DIVIDED B						ed Levy for Interloc ED BY (Column G {Ci MULTIPLIED BY 100	ty/Village Line})	0.036315 (Box 3) 5 Cents or LESS
*Tax Request to Support Public Safety Communication Projects Calculated Levy For Levy Limit Compliance (Box 5) [(Box 1) MINUS (Box 3)]								0.389832 (Box 4)
*Tax Request to Support Publ Construction Projects	ic Facilities		1					

\* State Statute Section 86-416 allows for a special tax to fund public safety communication projects. The tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included in Bonded Indeptedness above. Please indicate the amount specifically used for the communication project in Box 5 and the Construction Projects in Box 6. Board minutes documenting the approval of the taxes must be included.

(Box 6)

Levy Limit Form - Page 11

### City of Bellevue in Sarpy County

Description of Capital Improvement	Amount Budgeted			
Ballfield Improvements	\$	75,000.00		
Splashpad & Bathroom	\$	400,000.00		
Tennis Court Lighting	\$	250,000.00		
American Heroes Park Improvements	\$	150,000.00		
American Heroes Park Building Improvements & Lighting	\$	470,000.00		
Street Resurfacing	\$	3,859,000.00		
Bridge Replacement	\$	1,200,000.00		
Public Works Facility	\$	7,500,000.00		

### 2019-2020 CAPITAL IMPROVEMENT LID EXEMPTIONS

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

\$ 13,904,000.00

Page 26 of 31

### City of Bellevue

#### Sarpy County, Nebraska

#### NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 20th day of August 2019, at 6:00 o'clock P.M., at 1500 Wall St, Bellevue, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2017-2018 Actual Disbursements & Transfers	\$ 72,242,777.65
2018-2019 Actual/Estimated Disbursements & Transfers	\$ 87,011,369.81
2019-2020 Proposed Budget of Disbursements & Transfers	\$ 80,868,694.23
2019-2020 Necessary Cash Reserve	\$ 17,941,688,15
2019-2020 Total Resources Available	\$ 98,810,382.38
Total 2019-2020 Personal & Real Property Tax Requirement	\$ 20,718,715.92
Unused Budget Authority Created For Next Year	\$ 18,170,425.34
Breakdown of Property Tax:	
Personal and Real Property Tax Required for Non-Bond Purposes	\$ 14,474,135.92
Personal and Real Property Tax Required for Bonds	\$ 6,244,580.00

#### NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 3rd day of September 2019, at 6:00 o'clock P.M., at 1500 Wall St, Bellevue, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request at a different amount than the prior year tax request.

	2018	2019	Change
Operating Budget	87,011,369.81	 80,868,694.23	-7%
Property Tax Request	\$ 18,935,871.46	\$ 20,718,715,92	9%
Valuation	 3,104,241,224	3,396,510,775	9%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	 0.557510		

### REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS REPORTING PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019

### City of Bellevue

### SarpyCounty

SUBDIVISION NAME		COUNTY			
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)		t Used as Lid emption olumn 4)	
		Account 6065 Papio Creek Watershed Partnership	\$	62,980.00	
		Account 6066 South Sarpy Watershed Partnership	\$	31,000.00	
		Account 6500 All	\$	172,200.00	
		Account 6501 E-911 Fees All	\$	88,277.71	
		Account 6502 Sarpy County GIS All	\$	72,000.00	
		Account 6503 All	\$	807,000.00	

Total Amount used as Lid Exemption

\$ 1,233,457.71

### REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS 131 REPORTING PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019

### **City of Bellevue**

### SarpyCounty

SUBDIVISION	NAME	COUNTY	
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	Amount Used as Lid Exemption (Column 4)

Total Amount used as Lid Exemption

\$ -

### REPORT OF TRADE NAMES, CORPORATE NAMES, BUSINESS NAMES REPORTING PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019

### **City of Bellevue**

SarpyCounty

SUBDIVISION NAME

COUNTY

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

#### ORDINANCE NO. 3963

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

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

- Section 1. That after complying with all procedures required by law, the budget, Exhibit A, as presented and set forth in the budget statement, is hereby approved as the Annual Appropriations Bill for the fiscal year beginning October 1, 2019, through September 30, 2020. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Bellevue. A copy of the budget document, Exhibit A, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska, for use by the levying authority.
- Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_\_ 2019.

APPROVED AS TO FORM:

City Attorney

 $(\mathbf{r}_{i})$ 

ATTEST:

Rusty Hike, Mayor

Susan Kluthe, City Clerk

First Reading:	
----------------	--

Second Reading:\_\_\_\_\_

Third Reading: \_\_\_\_\_

#### **RESOLUTION NO. 2019-26**

- WHEREAS, Nebraska Revised Statutes Section 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City of Bellevue passes by a majority vote a resolution or ordinance setting the tax request at a different amount;
- WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and
- WHEREAS, it is in the best interests of the City of Bellevue that the property tax request for the current year be a different amount than the property tax request for the prior year.

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

- 1. The 2019-2020 property tax request be set at \$20,718,715.92.
- 2. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2019.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

### **CITY OF BELLEVUE, NEBRASKA**

AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	August 20, 2019	AGENDA ITEM TYPE:	AGENDA ITEM TYPE:				
		SPECIAL PRESENTATION					
SUBMITTED BY:		ORDINANCE	$\checkmark$	PUBLIC HEARING REQUIRED			
Legal Department		RESOLUTION		PUBLIC HEARING REQUIRED			
		CURRENT BUSINESS		PUBLIC HEARING REQUIRED			
		CONSENT		·			
		OTHER (SEE CLERK)					

SUBJECT:

ORDINANCE TO AMEND SECTION 6-18 PERTAINING TO DANGEROUS AND POTENTIALLY DANGEROUS DOGS

SYNOPSIS:

Approval to amend Section 6-18 pertaining to dangerous and potentially dangerous dogs amending section 6-18(k) proof of liability insurance requirement from five hundred thousand (\$500,000.00) to one hundred thousand (\$100,000.00).

BACKGROUND

To revise said ordinance to be more reasonable in the amount of liability insurance required to be maintained by owner and to coincide with surrounding cities.

FISCAL IMPACT: \$ 0.00

BUDGETED FUNDS? N/A

GRANT/MATCHING FUNDS? N/A

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT?	N/A	со	UNTER-PARTY:				INTERLO	N/A
CONTRACT DESCRIPTION	: L							
CONTRACT EFFECTIVE D	ATE:		CONTRAC	T TERM:		CONTR	ACT END DATE:	
PROJECT NAME:								
START DATE:		END DATE:		PA	MENT DATE:		INSURA	NCE REQUIRED
CIP PROJECT NAME:				CIP	ROJECT NUM	BER:		
MAPA NAME(S):					MAPA NUMBE	R(S):		
STREET DISTRICT NAME(S):		STRE	T DISTRICT NU	JMBER(S):				
ACCOUNTING DISTRIBUTI	ON CODE:				ACCO	UNT NUMBER:		

### RECOMMENDATION:

To approve ordinance to amend section 6-18 pertaining to dangerous and potentially dangerous dogs.

ATTACHMENTS:

Ordinance-Red-lined and Final	4
2	5
3	6

SIGNATURES:

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

AD DUL.	
S. Brukuztins	
A BARANT / / CHAN	
_ Dany in Car	

Liability Insurance Required for Dangerous Dogs				
CITY	AMOUNT			
Bellevue	\$500,000.00			
Omaha	\$100,000.00			
Papillion	\$100,000.00			
LaVista	\$100,000.00			
Springfield	\$100,000.00			
Grand Island	\$0.00-Not Required			
Lincoln	\$0.00-Not Required			

1	ORDINANCE NO. 3464									
2 3 4 5 6	AN ORDINANCE TO AMEND SECTION 6-18 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO DANGEROUS AND POTENTIALLY DANGEROUS DOGS; AND TO PROVIDE AN EFFECTIVE DATE.									
7 8	BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY BELLEVUE, NEBRASKA:									
9 10 11	Section 1. That Section 6-18 of the Bellevue Municipal Code is hereby amended to read as follows:									
12 13 14	CHAPTER 6-18 DANGEROUS AND POTENTIALLY DANGEROUS DOGS									
15 16	Sec. 6-18(k). Dangerous and potentially dangerous dogs.									
17 18 19	(a) Definitions. As used in this chapter, unless otherwise specified, the following terms mean:									
20 21 22	(1) ANIMAL CONTROL AUTHORITY means an entity authorized to enforce the animal control laws of the City.									
23 24 25 26 27 28 29 20	(2) ANIMAL CONTROL OFFICER means any individual designated or authorized by an animal control authority for the purpose of aiding in the enforcement of this article or of any other law or ordinance relating to the licensing of animals, control of animals, or seizure and impoundment of animals, and also includes any state or local law enforcement officer as well as any other state or local employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal or animals.									
30 31 32	(3) DANGEROUS DOG means a dog that, according to the records of the animal control authority:									
33 34	(i) has killed a human being;									
35 36 37 38	(ii) has inflicted injury on a human being that requires medical treatment;									
39 40 41	(iii) has killed or inflicted serious injury on a domestic animal without provocation;									
42 43 44 45	(iv) ferociously and without provocation has attacked, snapped at, or bitten one or more human beings, or one or more other domestic animals, one or more times, or has a history of any of such behaviors;									
46 47 48 49 50	(v) has been previously determined to be a potentially dangerous dog by the animal control authority of the City, the owner of which has received notice from the animal control authority of the City of such determination, and that inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals;									
51 52 53 54	(vi) is owned or harbored primarily or in part for the purpose of animal fighting; or									
55 56 57	(vii) by training, disposition, or behavior poses a potential risk of attacking and inflicting injury without provocation upon human beings or other domestic animals.									
58 59	(4) DOMESTIC ANIMAL means a dog, cat or pot-bellied pig.									
60 61 62	(5) OWNER means any person, firm, corporation, organization, political subdivision, or department possessing, harboring, keeping, or having control or custody of a domestic animal.									

1 (6) SERIOUS INJURY ON A DOMESTIC ANIMAL means an injury to a 2 domestic animal that requires treatment administered by a veterinarian, veterinary clinic, 3 veterinary hospital, or veterinary office that results in one or more sutures, surgery, or treatment 4 for one or more broken bones.

(7) POTENTIALLY DANGEROUS DOG means:

(i) any dog that, when unprovoked, inflicts an injury on a human being that does not require medical treatment, either on public or private property;

(ii) any dog that, when unprovoked, injures a domestic animal, either on public or private property;

(iii) any dog that, when unprovoked, chases or approaches a person who is upon a street, sidewalk, or any other public ground or public area, in a menacing or threatening fashion or apparent attitude of attack; or

(iv) any specific dog with a known propensity, tendency, or disposition to attack when unprovoked, or to cause injury, or to threaten the safety of human beings or other domestic animals.

(b) It shall be unlawful for any person to keep or harbor a dangerous dog or a potentially dangerous dog, except as otherwise provided in this article.

(c) No animal may be declared to be a dangerous dog or a potentially dangerous dog if it inflicts injury or damage upon a human being committing a willful trespass or other tort upon premises occupied by the owner of the animal or upon a human being committing or attempting to commit a crime.

(d) No animal may be declared to be a dangerous dog or a potentially dangerous dog for taking action to defend or protect a human being within the immediate vicinity of the animal from an unjustified attack or assault.

(e) No animal used in lawful activities of law enforcement officials shall be declared to be a dangerous dog or a potentially dangerous dog.

(f) No animal may be declared to be a dangerous dog under subdivisions (a)(3)(i) or (a)(3)(v) of this section if the injury, or threat of safety was sustained by an individual who, at the time, was tormenting, abusing, or assaulting the animal, or has, in the past, been observed or reported to have tormented, abused or assaulted the animal.

(g) Seizure and Confinement. It shall be the duty of the animal control authority to capture, secure, and remove to the animal shelter or other suitable impoundment or care facility, in as humane manner as is practicable under the circumstances, any animal running at large, owned, kept, harbored, or confined in violation of this article. The animals so impounded shall be treated in a humane manner and shall be provided with a sufficient supply of food and fresh water each day. Each impounded animal shall be kept and maintained at the animal shelter, impoundment, or other care facility for a period of not less than five days after public notice has been given unless keeping or harboring the animal is lawful within the City and the animal has been reclaimed earlier by its owner. Notice of impoundment of all animals, including any significant marks or identifications, shall be posted at the office of the animal control authority within twenty-four hours after impoundment as public notification of such impoundment.

(1) If keeping or harboring the impounded animal is lawful within the City, then such animal may be reclaimed by its owner during the period of impoundment by payment of the required fees as set by the animal control authority. The owner shall then be required to comply with applicable licensing and rabies vaccination requirements within 72 hours after release. If the animal is not claimed at the end of the required waiting period after public notice has been given, the animal control authority may dispose of the animal in accordance with the applicable rules and regulations pertaining to the same, provided that if, in the judgment of the animal control authority, a suitable home can be found for any such animal, the animal shall be turned over to that person and the new owner shall then be required to pay all fees and comply with all applicable licensing
and vaccinating requirements provided in this article.

(2) The City and/or animal control authority shall acquire legal title to any unlicensed animal impounded in the animal shelter for a period longer than the required waiting period after giving notice.

8 (3) All expenses of licensing such animals and maintaining the city dog pound 9 and the salary of the humane officer shall be paid out of the General Fund of the city, and all sums 10 collected by the City Clerk for animal licensing and all impounding charges collected shall be 11 deposited to and become a part of the General Fund of the City, unless otherwise provided for by 12 a contract entered into pursuant to Article II, Division 3, of this chapter.

14 (h)Potentially dangerous dog; determination. The preliminary determination as to 15 whether a particular animal is a potentially dangerous dog shall be made by the city's animal control authority on the basis of reasonable evidence, which may include but shall not be limited 16 17 to reports and statements of witnesses, observation, and the opinion of experts. If the animal control 18 officer has reasonable cause to believe that the animal threatens the safety of the public or of 19 domestic animals, the animal control officer may enter upon any premises upon which the animal 20 is kept and remove the animal from those premises to a place of impoundment. 21

22 (1) If the animal control authority has preliminarily determined an animal to be 23 a potentially dangerous dog as defined in subsection (a)(3) above, the animal control authority shall initiate administrative proceedings to make such determination final by serving a preliminary 24 25 determination notice on such animal's owner either (i) personally, (ii) by certified mail, return 26 receipt requested, addressed to the owner at the owner's usual place of residence, or (iii) by 27 residence service, which shall mean leaving a copy at the owner's usual place of residence with 28 some person of suitable age and discretion residing therein. The preliminary determination notice 29 shall contain: 30

31 22 the mass

4

5

6

7

(i) The name and address of the owner whose animal is the subject of

32 the proceeding;33

34 (ii) The name, description and any known license number of the animal
35 that is the subject of the proceeding;
36

(iii) A statement that the animal control authority has preliminarily
determined the animal to be a potentially dangerous dog and a summary description of the facts
that form the basis of such preliminary determination;

(iv) A summary of the effects of a final determination that the animal is
a potentially dangerous dog, including a summary or copy of the requirements of subsections (j)
to (m) below, and a statement that noncompliance by the owner with such requirements will result
in the owner being declared a reckless owner by the animal control authority;

46 (v) A statement of the effective date on which the preliminary 47 determination notice will become a final determination order if the owner does not file a timely 48 written request for hearing with the animal control authority, which effective date shall be not less 49 than ten days after the date of mailing (or of personal or residence service) of the preliminary 50 determination notice; and 51

(vi) A statement that the owner may file with the city's animal control
authority a written request for hearing within ten days after the date of the mailing (or within ten
days after the personal or residence service) of the preliminary determination notice.

56 (2) If the owner whose animal is preliminarily determined to be a potentially 57 dangerous dog does not file a written request for hearing with the animal control authority within 58 ten days after the date of mailing (or within ten days after the personal or residence service) of the 59 preliminary determination notice, the preliminary determination notice shall become a final 60 determination order on the effective date stated in the preliminary determination notice, and the 61 city's animal control authority shall so indicate in the records of the animal control authority. In 62 such a case, the owner shall comply with subsection (m) immediately, with subsections (j) and (k) within thirty days after such effective date, and with subsection (1) within ninety days after such
effective date. If the owner fails to comply with any of such sections within the time limits
specified, the animal control authority shall initiate administrative proceedings under subsection
(i) to declare the owner a reckless owner.

5

6 (3) If the owner whose animal is preliminarily determined to be a potentially 7 dangerous dog files a written request for hearing with the animal control authority within ten days 8 after the date of mailing (or within ten days after the personal or residence service) of the 9 preliminary determination notice, a hearing on such preliminary determination notice shall be held by a hearing officer designated by the animal control authority. The hearing shall be held if 10 practicable within ten days after the date of receipt by the animal control authority of the written 11 12 request for hearing. The animal control authority may schedule the hearing with the owner by 13 telephone. The animal control authority shall provide notice of the time and place of the hearing 14 to the owner of the animal either telephonically, by personal service, or by residence service as 15 described in subsection (h)(2) of this section, not less than forty-eight hours prior to the scheduled hearing. At the hearing, the owner shall be provided an opportunity to appear and offer evidence 16 17 to dispute the preliminary determination notice. A written determination to affirm or reverse the 18 preliminary determination notice shall be entered by the hearing officer within ten days after the date of the hearing, if practicable. If the preliminary determination notice is affirmed, the hearing 19 20 officer shall enter a final determination order and, unless the owner initiates a timely appeal under subsection (4) of this section, such order shall require the owner to comply with subsection (m) 21 22 immediately, with subsections (j) and (k) within thirty days after such effective date, and with 23 subsection (1) within ninety days after such effective date. If the owner fails to comply with any of 24 such sections within the time limits specified, the animal control authority shall initiate 25 administrative proceedings under subsection (i) to declare the owner a reckless owner. 26

27 Within ten days after the date of the hearing officer's decision, either the (4) 28 owner aggrieved by a decision of the hearing officer or the animal control authority may appeal 29 such decision to the City of Bellevue Board of Health in such manner and in accordance with such 30 procedures as the Board of Health may establish by rule or regulation. The Board of Health may 31 affirm or reverse the decision of the hearing officer and shall be empowered to enter any order the 32 hearing officer might have entered. If so ordered by the Board of Health, the owner shall comply 33 with subsection (m) immediately, with subsections (j) and (k) within thirty days after such effective 34 date, and with subsection (1) within ninety days after such effective date. If the owner fails to 35 comply with any of such sections within the time limits specified, the animal control authority 36 shall initiate administrative proceedings under subsection (i) to declare the owner a reckless owner. 37

38 (5) The animal control authority will notify the owner of any potentially 39 dangerous dog that has been involved in no incidents of the type described in section (a)(7) within 40 the two years following the date of the determination order that such dog is no longer determined 41 to be a potentially dangerous dog. 42

43 Reckless owner. If an owner has been convicted of one or more (i) 44 violations of this Chapter 6 on three separate occasions in any period of twenty-four consecutive 45 months, the animal control authority shall initiate administrative proceedings to declare such 46 owner a reckless owner and to revoke all pet license(s) issued to such owner that are associated 47 with the owner's animal(s) that were the subject or subjects of any of such convictions. If an 48 owner's animal has been determined to be a dangerous dog or a potentially dangerous dog and 49 such owner has not complied in a timely manner with the requirements of this article pertaining to 50 such animals, the animal control authority shall initiate administrative proceedings to declare such 51 owner a reckless owner and to revoke all pet license(s) issued to such owner that are associated with such animal. In either case, such proceedings shall be instituted by service of a written 52 53 declaration and revocation notice upon such owner, either (i) personally, (ii) by certified mail, 54 return receipt requested, addressed to the owner at the owner's usual place of residence, or (iii) by 55 residence service, which shall mean leaving a copy at the owner's usual place of residence with 56 some person of suitable age and discretion residing therein. The declaration and revocation notice 57 shall contain: 58

59 (1) The name and address of the owner who is subject to such declaration and 60 revocation notice;

61

(2) The name(s), description(s) and license number(s) of any animal(s) associated with such violations licensed to the owner;

(3) A description of the violations or requirements which form the basis of such declaration and revocation notice, including the case numbers, if any;

(4) A summary of the effects of such declaration, including the revocation of such pet license(s) and surrender to the animal control authority of such animal(s);

10 11 12

13

1

2

3 4

5

6 7

8

9

(5) The date the animal control authority proposes to enter a final declaration and revocation order, which shall be not less than ten days after the date of mailing (or of personal or residence service) of the notice, and

14 (6) A statement that the owner may file with the city's animal control authority
a written request for hearing within ten days after the date of the mailing (or within ten days after
the personal or residence service) of the declaration and revocation notice.

18 If the owner does not file a written request for hearing within ten (i) 19 days after the date of mailing (or within ten days after the personal or residence service) of the 20 declaration and revocation notice, then such declaration and revocation notice automatically shall 21 become a final declaration and revocation order, and within twenty-four hours after the expiration 22 of such ten-days period the owner shall surrender such animal(s) to the animal control authority. Failure to surrender such animal(s) shall result in immediate impoundment by the animal control 23 24 authority in accordance with section (o). Such surrendered or impounded animal(s) shall 25 immediately become the property of the animal control authority and may be disposed of or 26 destroyed humanely by the animal control authority, or placed with a new owner, as the authority 27 deems appropriate. 28

29 If the owner files a written request for hearing within ten days after (ii) 30 the date of mailing (or within ten days after the personal or residence service) of the declaration 31 and revocation notice, a hearing on such declaration and revocation notice shall be held by a 32 hearing officer designated by the animal control authority. The hearing shall be held if practicable 33 within ten days after the date of receipt by the animal control authority of the written request for hearing. The animal control authority may schedule the hearing with the owner by telephone. The 34 35 animal control authority shall provide notice of the time and place of the hearing to the owner of 36 the animal either telephonically, by personal service, or by residence service as described in section 37 (h)(1), not less than forty-eight hours prior to the scheduled hearing. At the hearing, the owner 38 shall be provided an opportunity to appear and offer evidence to dispute the declaration and 39 revocation notice. A written determination to affirm or reverse such declaration and revocation 40 notice shall be entered by the hearing officer within ten days after the date of the hearing if 41 practicable. If the decision is to affirm the declaration and revocation notice, the hearing officer 42 shall enter a final declaration and revocation order requiring the owner to surrender such animal(s) 43 to the animal control authority within ten days after the date of the hearing officer's decision, 44 unless the owner initiates a timely appeal from such decision under section (h)(4). 45

(iii) Within ten days after the date of the hearing officer's decision, either
the owner aggrieved by a decision of the hearing officer or the animal control authority may appeal
such decision to the City of Bellevue Board of Health in such manner and in accordance with such
procedures as the Board of Health may establish by rule or regulation. The Board of Health may
affirm or reverse the decision of the hearing officer and shall be empowered to enter any order the
hearing officer might have entered.

52

(iv) An owner who is declared a reckless owner shall be prohibited from
 licensing, residing with, or owning any additional animal(s) in the city for a period of forty-eight
 consecutive months from the date of entry of the declaration and revocation order.

(j) Dangerous or potentially dangerous dogs; spaying or neutering; microchip identification and license required. Any animal judicially determined to be a dangerous dog (but not ordered to be destroyed), and any animal administratively finally determined to be a potentially dangerous dog, shall be spayed or neutered and implanted with microchip identification by a licensed veterinarian at the owner's expense within thirty days after such determination is entered, and written proof of spaying or neutering and of microchip identification number implantation shall be provided to the animal control authority within seventy-two hours after completion of the
procedure. In addition, such dangerous or potentially dangerous dog shall be required to be
licensed as a dangerous or potentially dangerous dog within thirty days after the determination.

5 Dangerous or potentially dangerous dogs; proof of insurance. No animal judicially (k) 6 determined to be a dangerous dog or administratively determined to be a potentially dangerous 7 dog shall be licensed unless the person having custody, ownership or control of such animal first 8 presents to the animal control authority written proof of liability insurance, written by an insurer authorized to issue such insurance in Nebraska, having limits of liability of not less than five one-9 10 hundred thousand dollars (\$500,000.00) (\$100,000.00) for injury to any one person caused by such 11 animal. Such insurance shall be maintained in effect for the entire period such animal is deemed 12 to be a dangerous dog or potentially dangerous dog. The animal control authority may require 13 proof that such insurance coverage remains in effect at any time, but not more frequently than 14 every sixty days, or may require such policy of insurance to provide that it may not be cancelled 15 or allowed to expire without thirty days prior written notice to the animal control authority. 16

(l) Dangerous or potentially dangerous dogs; classes required. The owner of any animal judicially determined to be a dangerous dog or administratively determined to be a potentially dangerous dog shall be required to attend, within ninety days after such determination is entered and at the owner's expense, a responsible pet ownership class approved by the animal control authority and, at the discretion and direction of the animal control authority, an animal behavior class provided or approved by the animal control authority.

(m) Dangerous or potentially dangerous dogs; leash, muzzle, muzzle and harness required. It shall be unlawful for any person owning, harboring, or having the care of a dangerous dog or potentially dangerous dog to permit or enable such animal to go beyond the property of such person unless the animal is under the control of a person 19 years of age or older, the animal is restrained securely by a harness and leash no more than six feet in length, and the animal is properly muzzled to reasonably prevent the animal from biting.

(1) Definitions. For purposes of this section:

HARNESS shall mean a close fitting device with straps that encircle the
 animal's body across the chest, over the shoulders, and under the belly behind the front legs, to
 which a leash can be securely attached, and which is constructed of materials sufficient to securely
 restrain the animal wearing it given the size and strength of the animal.

LEASH shall mean a strap, rope or similar tethering device that can be
 securely attached to a harness and which is of sufficient strength and weight to securely restrain
 the animal wearing the harness.

42 MUZZLE shall mean a basket or cage-like device approved by the animal 43 control authority to cover the animal's mouth and snout and prevent the animal from biting, but 44 which allows the animal to open its mouth to pant and drink. 45

46 (n) Dangerous dogs; confined. No person owning, harboring, or having the care of a 47 dangerous dog shall permit such animal to go unconfined on the premises of such person. A 48 dangerous dog shall be securely confined in a humane manner indoors or in a securely enclosed 49 and locked pen or structure suitably designed to prevent the entry of children under six years of 50 age and to prevent the animal from escaping. The pen or structure, if allowed by zoning 51 regulations, shall have secure sides and a secure top. If the pen or structure has no bottom secured 52 to the sides, the sides shall be embedded no less than one foot into the ground or have a concrete 53 pad. The pen or structure shall also protect the animal from the elements. The owner of a dangerous 54 dog shall post a clearly visible warning sign on the property where the animal is kept that informs 55 persons that a dangerous dog is on the property. 56

(o) Dangerous or potentially dangerous dogs; impoundment. Any animal that has been
determined to be a dangerous dog or a potentially dangerous dog that bites a human being without
provocation may be immediately impounded by an animal control officer and held until disposition
of the animal is finally determined. The owner shall be responsible for the reasonable costs
incurred for the care of such impounded animal.

31

32

1 (p) Dangerous dogs; destruction. If an animal that has been determined to be a 2 dangerous dog as defined in section (a)(3) is found at large and unattended upon public property, 3 park property, or a public right-of-way, or upon property not owned or under the control of the 4 owner of the animal, thereby creating a hazard to persons or property, such animal may, in the 5 discretion of the chief of police or his or her designee, the animal control authority, the animal 6 control officer, or a law enforcement officer, be destroyed if the authority or officer reasonably 7 believes the animal cannot be confined or captured without unreasonable risk of harm to persons 8 or property. The City shall be under no duty to attempt the confinement or capture of a dangerous 9 dog found at large nor shall it have a duty to notify the owner of such animal prior to its destruction. 10

(q) Dangerous dogs; failure to comply. Any dangerous dog may be immediately confiscated by an animal control officer if the owner is in violation of this article. The owner shall be responsible for the reasonable costs incurred by the animal control authority for the care of such dangerous dog confiscated by an animal control officer and for the destruction of any dangerous dog if the action by the animal control authority is pursuant to law and if the owner violated this article.

- 17 18
- 19 20

(1) In addition to any other penalty, a court may order the animal control authority to dispose of or destroy a dangerous dog in an expeditious and humane manner.

21 Impoundment of certain animals during enforcement proceedings. If there is (r) 22 reasonable cause shown that a domestic animal would constitute a hazard to the safety of the public 23 at large during the pendency of any action or proceeding commenced under this article, or that the owner of such animal has subjected the animal to neglect or cruelty, the court may order such 24 25 animal impounded pending the outcome of such proceedings. Any person who owns, kept, 26 harbored, maintained, or controlled the animal involved in such impoundment shall pay all 27 expenses of the impoundment to the animal control authority, including costs of shelter, food, 28 veterinary expenses, boarding, and other expenses necessitated by the impoundment of the animal 29 or as may be required for the protection of the public. The animal control authority may require 30 such person, prior to expiration of ten days after the date of impoundment, to pay an amount sufficient to pay all reasonable expenses incurred in caring and providing for the animal, including 31 32 estimated medical care, for thirty days, inclusive of the date on which the animal was impounded. 33 If such payment is not made prior to expiration of such ten-day period, the animal shall become 34 the property of the animal control authority and may be humanely disposed of, destroyed, or placed 35 with a new owner, as the animal control authority deems appropriate. Such payment shall be 36 required for each succeeding thirty-day period. If any such payment is not made prior to the end 37 of each succeeding thirty-day period, the animal shall become the property of the animal control 38 authority and may be humanely disposed of, destroyed, or placed with a new owner, as the animal 39 control authority deems appropriate.

40

41 The amount of the payment shall be determined by the animal control (1)42 authority based on the current rate for board at the animal shelter and the condition of the animal 43 after its examination by a veterinarian acting for the animal control authority. Any such payment 44 received by the animal control authority in excess of the amount determined by the animal control authority to be due for the board and care of the animal shall be refunded by the animal control 45 46 authority upon expiration of the order of impoundment. Notwithstanding the foregoing, if the 47 owner of the animal is found not guilty of animal neglect or cruelty, the owner shall only be 48 required to pay the veterinary expenses and one-half of the board and care fees determined by the 49 animal control authority to be due. 50

51 Notwithstanding the foregoing, if it is determined by a veterinarian acting (2)for the animal control authority that such animal is diseased or disabled, that it would be inhumane 52 53 to allow such animal to continue to suffer the effects of such disease or disability, and that the 54 owner of such animal declines to advance the costs of reasonable veterinary efforts to cure or 55 ameliorate the effects of such disease or disability and that the costs of such veterinary efforts are 56 not otherwise economically practicable, then the animal shall immediately become the property of 57 the animal control authority and may be humanely disposed of, destroyed, or placed with a new 58 owner, as the animal control authority deems appropriate.

59 60

Section 2. This Ordinance shall take effect and be in full force September 10, 2019.

61 62

1			
2		Passed and adopted this	day of 2019.
3			201).
4			
5			
6			
7			Mayor
8			
9			
10			Date
11	ATTEST:		
12			
13			
14	City Clerk		
15	·		APPROVED AS TO FORM:
16	First Reading		
17	Second Readin	ng	
18	Third Reading		City Attorney
	U		

### **CITY OF BELLEVUE, NEBRASKA**



COUNCIL MEETING DATE:	August 20, 2019	AGENDA ITEM TYPE:				
		SPECIAL PRESENTATION				
SUBMITTED BY:		ORDINANCE	$\checkmark$	PUBLIC HEARING REQUIRED		
Rich Severson, Finance Director		RESOLUTION		PUBLIC HEARING REQUIRED		
	A. Davidson (Underwriter)	CURRENT BUSINESS	$\checkmark$	PUBLIC HEARING REQUIRED		
Mike Rogers, Gilmore & Bell P.C. (Issuer's		CONSENT				
Bond Counsel)		OTHER (SEE CLERK)				

#### SUBJECT:

Refinance Debt - Refund the City's Series 2013A & Series 2013B General Obligation Bonds in an amount not to exceed \$3,200,000 for the purpose of achieving interest cost savings.

#### SYNOPSIS:

The City will refund \$1,330,000 of the Series 2013A bonds, \$1,785,000 of the Series 2013B bonds and issue up to \$3,200,000 of new Series 2019 bonds to save interest costs and effectively manage debt.

#### BACKGROUND

Interest rates are nearing all-time lows. The current market combined with the City's AA+ Rating provides for an excellent refinance opportunity on these "callable" Series 2013 bonds.

FISCAL IMPACT:

BUDGETED FUNDS? N/A

GRANT/MATCHING FUNDS? N/A

Positive effect on debt service cash flow generating an estimated net savings of approximately \$240,000 with a present value of \$185,000

#### **TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

IS THIS A CONTRACT?	N/A	COUNTER	-PARTY:			INTERLO	AL? NO
CONTRACT DESCRIPTION							
CONTRACT EFFECTIVE D	ATE:		CONTRACT TERM		COM	NTRACT END DATE:	
PROJECT NAME:							
START DATE:		END DATE:		AYMENT DATE:		INSURA	NCE REQUIRED
CIP PROJECT NAME:			CI	P PROJECT NUM	BER:		
MAPA NAME(S):			MAPA NUMBER(S):				
STREET DISTRICT NAME(S):		STR	STREET DISTRICT NUMBER(S):				
ACCOUNTING DISTRIBUTI	ON CODE:			ACCO	UNT NUMBER:		

#### **RECOMMENDATION:**

Suspend the statutory rule requiring reading on three different days and approve Ordinance\_\_\_\_ , authorizing the issuance of General Obligation Refunding Bonds, Series 2019 in an amount not to exceed \$3,200,000

ATT

ATTACHMENTS:	
<sup>1</sup> Ordinance	4
2	5
3	6
SIGNATURES:	$11 \Lambda \Omega$ $\Omega_{20}$
LEGAL APPROVAL AS TO FORM:	A/ DILL ROUMS
FINANCE APPROVAL AS TO FORM:	- Mal har
ADMINISTRATOR APPROVAL TO SUBMIT:	Ann Alie

8/20/19

#### ORDINANCE NO.3965

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF BELLEVUE, NEBRASKA, IN ONE OR MORE SERIES, IN THE AGGREGATE STATED PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION TWO HUNDRED THOUSAND DOLLARS (\$3,200,000) FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF (A) \$1,330,000 OUTSTANDING PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A, DATED OCTOBER 10, 2013; AND (B) \$1,785,000 OUTSTANDING PRINCIPAL AMOUNT OF VARIOUS PURPOSE BONDS, SERIES 2013B, DATED AUGUST 15, 2013; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME, IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. (a) The Mayor and Council of the City of Bellevue, Nebraska (the "City") hereby find and determine that: There have been heretofore issued and are now outstanding and unpaid valid interest-bearing bonds of the City as follows:

(i) General Obligation Refunding Bonds, Series 2013A, in the outstanding principal amount of \$1,330,000, dated October 10, 2013 (the "2013A Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	June 15	Interest	
Amount	<u>Of Year</u>	Rate	CUSIP No.
\$150,000	2020	2.45	079212 W93
180,000	2021	2.75	079212 X27
200,000	2022	3.00	079212 X35
200,000	2023	3.15	079212 X43
200,000	2024	3.40	079212 X50
200,000	2025	3.55	079212 X68
200,000	2026	3.80	079212 X76

such 2013A Bonds being part of an issue of \$1,715,000 principal amount of General Obligation Refunding Bonds, Series 2013A issued by the City pursuant to an ordinance duly passed and approved by the Mayor and Council of the City. Such 2013A Bonds are redeemable at the option of the City at any time on or after October 10, 2018, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(ii) Various Purpose Bonds, Series 2013B, in the outstanding principal amount of \$1,785,000, dated August 15, 2013 (the "2013B Bonds"), which mature and bear interest as follows:

#### Maturing

Principal	June 15	Interest	
Amount	<u>Of Year</u>	Rate	CUSIP No.
\$175,000	2020	2.15%	079212 V29
175,000	2021	2.40	079212 V37
200,000	2022	2.70	079212 V45
200,000	2023	2.85	079212 V52
200,000	2024	3.10	079212 V60
205,000	2025	3.30	079212 V78
210,000	2026	3.50	079212 V86
210,000	2027	3.70	079212 V94
210,000	2028	3.85	079212 W28

such 2013B Bonds being part of an issue of \$2,335,000 principal amount of Various Purpose Bonds, Series 2013B issued by the City pursuant to an ordinance duly passed and approved by the Mayor and Council of the City. Such 2013B Bonds are redeemable at the option of the City at any time on or after August 15, 2018, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(b) (i) All of the 2013A Bonds and the 2013B Bonds (collectively, the "Outstanding Bonds") are valid, interest bearing obligations of the City; (ii) since the Outstanding Bonds were issued, the rates of interest available in the market have so declined that by issuing its refunding bonds to provide funds for the payment and redemption of a portion of the Outstanding Bonds, all as set out above, a substantial savings in the amount of yearly running interest will be made to the City; (iii) all or a portion of the Outstanding Bonds (as called for redemption, collectively, the "Refunded Bonds") are herein authorized to be called for redemption on a date or dates (each a "Redemption Date") to be determined in the Designation (defined herein); (iv) for the purpose of providing for the payment and redemption of the City to issue general obligation refunding bonds of the City, in one or more series, in the aggregate stated principal amount of not to exceed \$3,200,000 (the "Bonds"); and (v) except as set forth herein, the City has no bond sinking funds on hand for the retirement of the Refunded Bonds not required for the timely payment of principal and interest due on the Redemption Date.

Section 2. (a) The Mayor and Council further find and determine that (a) it is necessary, desirable, advisable and in the best interest of the City to provide for the payment and redemption of the Refunded Bonds; and, (b) all conditions, acts and things required by law to exist or to be done precedent to the issuance of the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$3,200,000 pursuant to Section 10-142, Reissue Revised Statutes of Nebraska, as amended, and other applicable statutes, do exist and have been done as required by law. To provide funds for the purpose of refunding the Refunded Bonds as set out in Sections 1 and 2 hereof, there shall be and there are hereby ordered issued the General Obligation Refunding Bonds of the City, in one or more series, in the aggregate stated principal amount of not to exceed Three Million Two Hundred Thousand Dollars (\$3,200,000).

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the "Underwriter"). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), (i) the aggregate purchase price of the Bonds, and the underwriting discount which shall not exceed 0.95% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate stated principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated

principal amount shall not exceed \$3,200,000, and the final maturity date, which shall not be later than December 15, 2028, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity, provided that the present value savings resulting from refunding the Refunded Bonds is not less than 3.00% of the Refunded Bonds, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Authorized Officers, or each individually, are hereby authorized to irrevocably call any or all of the Outstanding Bonds for redemption on such date or dates he or she determines appropriate, which date or dates shall each be a Redemption Date hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be, the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds and to take any and all other actions and approve and execute any and all other documents as deemed by them necessary or appropriate in connection with the redemption of the Refunded Bonds on the Redemption Date.

Section 3. The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be date of original delivery. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually on such dates as shall be determined in a Designation (each an "Interest Payment Date"), and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day, whether or not a business day, immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, designated in Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by the Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to the Paving Agent and Registrar. The City and the Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and the Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 4. The Treasurer of the City of Bellevue, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Bonds, provided that the City reserves the right to designate a bank or trust company to serve in such capacity and upon such agreed terms as may be determined in the

Designation by one or more Authorized Officers or at any time by the Mayor at the Mayor's discretion. If a bank or trust company is designated, such bank or trust company shall serve as Paying Agent and Registrar in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, the form of which is hereby approved. The Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City in the form as an Authorized Officer shall deem appropriate on behalf of the City. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar, on behalf of the City, will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and the Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 5. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 6. In addition to any mandatory sinking fund redemptions, the Bonds shall be subject to redemption at the option of the City, in whole or in part, prior to maturity at any time on or after five years after the date of original issue, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (or such other date or dates as may be determined in a Designation). The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by the Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 7. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the municipality where the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 8. The Bonds shall be in substantially the following form:

[Remainder of Page Intentionally Left Blank]

### UNITED STATES OF AMERICA STATE OF NEBRASKA COUNTY OF SARPY

### CITY OF BELLEVUE, NEBRASKA GENERAL OBLIGATION REFUNDING BOND SERIES 2019

Date of Original Issue

, 20

\$

**CUSIP** 

No.

Interest Rate %

Maturity Date

Registered Owner: Cede & Co.

**Principal Amount:** 

The CITY OF BELLEVUE, NEBRASKA (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above with interest thereon to maturity (or earlier redemption) computed on the basis of a 360-day year consisting of twelve 30-day months from the Date of Original Issue or most recent Interest Payment Date, whichever is later, at the Interest Rate per annum specified above, payable semiannually on and , 20 (each of such dates an "Interest Payment Date"). The of each year, beginning Principal Amount hereof, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the office of , as the Paying Agent and Registrar, in \_\_\_\_\_, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding such Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

The Bonds are subject to redemption at the option of the City, in whole or in part, at any time on or after five years after the date of delivery, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

[In addition, the Bonds shall be subject to mandatory sinking fund redemption payments (with bonds being redeemed at par plus accrued interest) as follows:

<u>\$</u>	 Principal Maturing December 15, 20
	\$ to be called December 15, 20
	\$ to be called December 15, 20
	\$ Payable December 15, 20

Notice of redemption shall be given by mail to the registered owner of any Bond to be redeemed at such registered owner's address in the manner specified in the Ordinance authorizing the Bonds. Individual Bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This Bond is transferable by the Registered Owner or such owner's attorney duly authorizing in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this Bond, and thereupon a new Bond or Bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Bond be overdue or not.

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

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond and in the issuance of the Bonds refunded hereby did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this Bond and the Bonds refunded hereby, does not exceed any limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest of this Bond and the other Bonds of this issue as the same become due.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINA-TION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTAND-ING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This Bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City have caused this Bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

### CITY OF BELLEVUE, NEBRASKA

ATTEST:

(facsimile signature) Mayor

(facsimile signature) Clerk (SEAL)

.

### CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds authorized by Ordinance of the Mayor and Council of the City of Bellevue, Nebraska, described in the foregoing Bond.

, Nebraska, Paying Agent and Registrar

(Form of Assignment)

### ASSIGNMENT

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

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

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

Dated:

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

Medallion Signature Guarantee:

9

Section 9. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk of the City. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the "Letter of Representations") in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

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

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

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

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

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

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

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with

respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

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

(i) any successor securities depository or its nominee;

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

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

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entryonly form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as initial purchaser thereof, upon receipt of the principal amount of the Bonds plus accrued interest thereon, to date of payment for the Bonds and less the Underwriter's discount, in accordance with Section 3 hereof. Such initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel and the City's bond counsel are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement for the sale of the Bonds to the Underwriter. The officers of the City (including but not limited to the Authorized Officers), or any one or more of them are hereby further authorized to take any and all actions and enter into any and all agreements deemed necessary or appropriate in connection with the issuance and sale of the Bonds and the redemption and payment of the Refunded Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 10. The Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and Council precedent to the issuance of the Bonds, a copy of which shall be delivered to the Underwriter, as initial purchaser of the Bonds.

Section 11. The proceeds of the Bonds shall be applied to the redemption of the Refunded Bonds as described in Sections 1 and 2 hereof, including payment of any issuance expenses for the Bonds.

Section 12. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, except intangible property, in addition to all other taxes, which with other funds of the City available therefor, shall be sufficient in rate and amount to fully pay the principal of and interest on the Bonds as the same become due.

Section 13. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 14. The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code. The City hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year or years in which the Bonds are issued (taking into consideration the exception for current refunding issues). The Mayor is hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as "qualified taxexempt obligations", including "deemed designating" the Bonds.

The City's obligations under this Ordinance with respect to any or all of the Bonds Section 15. herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 16. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the

Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 17. This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of August, 2019.

ATTEST:

Rusty Hike, Mayor

Susan Kluthe, City Clerk

[SEAL]

## CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	8/20/2019	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	
SUBMITTED BY:		LIQUOR LICENSE	
Jeff Roberts, Public Works Director		ORDINANCE	
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	
		OTHER (SEE CLERK)	

#### SUBJECT:

Sidewalk Repair at 1204 Rebecca Court

#### SYNOPSIS:

Request City Council to give notice to the property owner(s) of 1204 Rebecca Court to repair the sidewalk adjacent to the property, according to the City of Bellevue's specifications.

FISCAL IMPACT:

BUDGETED ITEM: YES NO PROJECT # & TRACKING INFORMATION:

**RECOMMENDATION:** 

Request City Council to give a notice to the property owner(s) of 1204 Rebecca Court to repair the sidewalk adjacent to the property, according to the City of Bellevue's specifications.

#### BACKGROUND:

The Public Works Department has mailed two certified letters to the property owner(s) of 1204 Rebecca Court in an attempt to have the sidewalk repaired/replaced. The second letter was mailed out on May 8, 2019 and was accepted by the legal owner. The sidewalk is unsafe for pedestrian travel. Public Works has been working with the property owners since 2018. The property was reinspected on June 25, 2019. According to Bellevue City Code, City Council must pass a resolution notifying the owner(s) to make the necessary repairs or the City will have the work completed with the expense levied against the property.

<b>AT</b>	ΤΛ.	റപ	IN //	EN	ITS:
<b>MI</b>	1.4	сп	IIVI	E l'	112:

ATTACHMENTS:		
1 Resolution	4	_
2 Documentation	5	
3		
SIGNATURES: ADMINISTRATOR APPROVAL:	Sand 1/cm	
FINANCE APPROVAL:	11/h	
LEGAL APPROVAL:	Brukelins	

15a. 8/20/19

# RESOLUTION NO. 2019 - 21

WHEREAS, on May 8, 2019, the City of Bellevue mailed a letter by certified mail to the property owner(s) of 1204 Rebecca Court stating Bellevue City Code Section 28-27, requires property owners to maintain, in good and proper repair, the sidewalks abutting or adjacent to their property;

WHEREAS, the U.S. Postal Service delivered the certified letter to the legal property owner(s) of 1202 Rebecca Court and notification was returned to the City of Bellevue on May 13, 2019;

WHEREAS, pursuant to Bellevue City Code Section 28-29, the City Council determines that the interests of public health, safety or welfare require that the sidewalk space abutting on or adjacent to the property at 1204 Rebecca Court should be improved by the construction of a sidewalk meeting the City of Bellevue's specifications for sidewalk construction. All work shall be completed within the time specified by City Council. Details of compliance may be obtained from the public works director. Failure to comply may result in the work being completed by city contractors, the expense of which may be levied as a special assessment and lien against the property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE: the property owner(s) of 1204 Rebecca Court has until September 20, 2019 to construct the sidewalk according to City Code for sidewalk construction or the work will be completed by city contractors and the expense will be levied as a special assessment and lien against the property.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



May 8, 2019

Mr. Ryan W. Beebe 1204 Rebecca Court Bellevue, NE 68123

RE: 1204 Rebecca Court/Lot 103 Avery Hills

Dear Sir/Madam:

On April 11, 2019, a letter was sent to you stating you were in violation of Section 28-27, Bellevue City Code, which requires property owners to maintain, in good and proper repair, the sidewalks abutting or adjacent to their property. Several site visits have been made to examine the erosion adjacent to the sidewalk. A reinspection was conducted today during the rain and it is apparent this is normal surface drainage occurring from private property.

The Bellevue Public Works Department has concluded our investigation and are requesting you, as the owner of record, replace the broken, defective, or missing sidewalk returning it to a condition for safe travel for pedestrians. If after thirty days from receipt of this notice the repair work has not been initiated or completed, the work may be completed by the city of Bellevue and the expense levied as a special assessment or lien against your property.

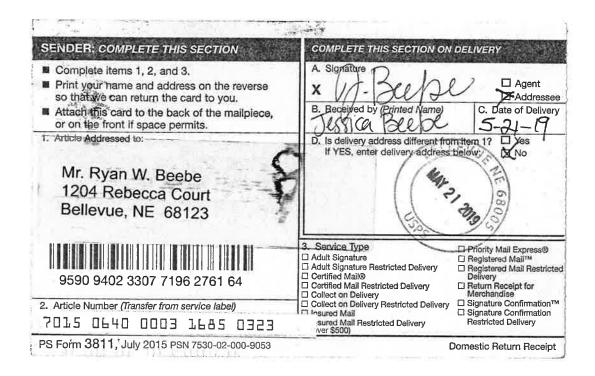
Should the repair work abut a street corner, the city of Bellevue Street Department will grind and remove the curb at no expense to the property owner. Their phone number is (402) 293-3126. You will need to call the Street Department at least 48 hours prior to needing the curb ground. On all new and replacement sidewalks that abut a curb, this grinding is a requirement of the American With Disabilities Act.

If you have any questions regarding sidewalk specifications or repairs, please contact me at (402) 293-3042.

Sincerely,

Sean Schrader

Sean Schrader Public Works Inspector





April 11, 2019

Mr. Ryan W. Beebe 1204 Rebecca Court Bellevue, NE 68123

RE: 1204 Rebecca Court/Lot 103 Avery Hills

Dear Sir/Madam:

This letter is to inform you that a complaint was received by this office regarding the property identified above. An inspection of the property was conducted which revealed the following violation(s):

Section 28-27, Bellevue City Code, requires property owners to maintain, in good and proper repair, the sidewalks abutting or adjacent to their property. The sidewalk abutting 1204 Rebecca Court, Bellevue, Nebraska has been inspected and found to be unsafe for pedestrian travel. This letter is your official notice, as owner of record, to replace the broken, defective, or missing sidewalk returning it to a condition for safe travel for pedestrians.

If after thirty days from receipt of this notice the repair work has not been initiated or completed, the work may be completed by the city of Bellevue and the expense levied as a special assessment or lien against your property.

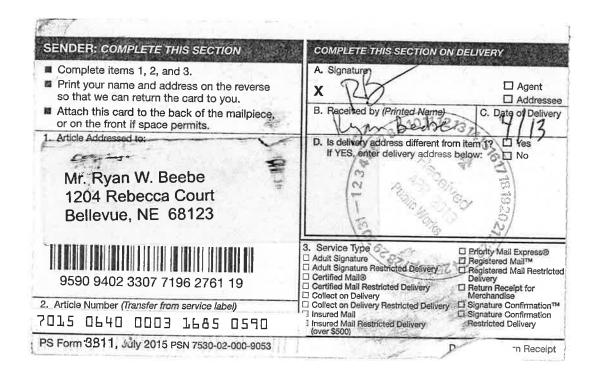
Should the repair work abut a street corner, the city of Bellevue Street Department will grind and remove the curb at no expense to the property owner. Their phone number is (402) 293-3126. You will need to call the Street Department at least 48 hours prior to needing the curb ground. On all new and replacement sidewalks that abut a curb, this grinding is a requirement of the American With Disabilities Act.

If you have any questions regarding sidewalk specifications or repairs, please contact me at (402) 293-3042.

Sincerely,

Sean Schrader

Sean Schrader Public Works Inspector





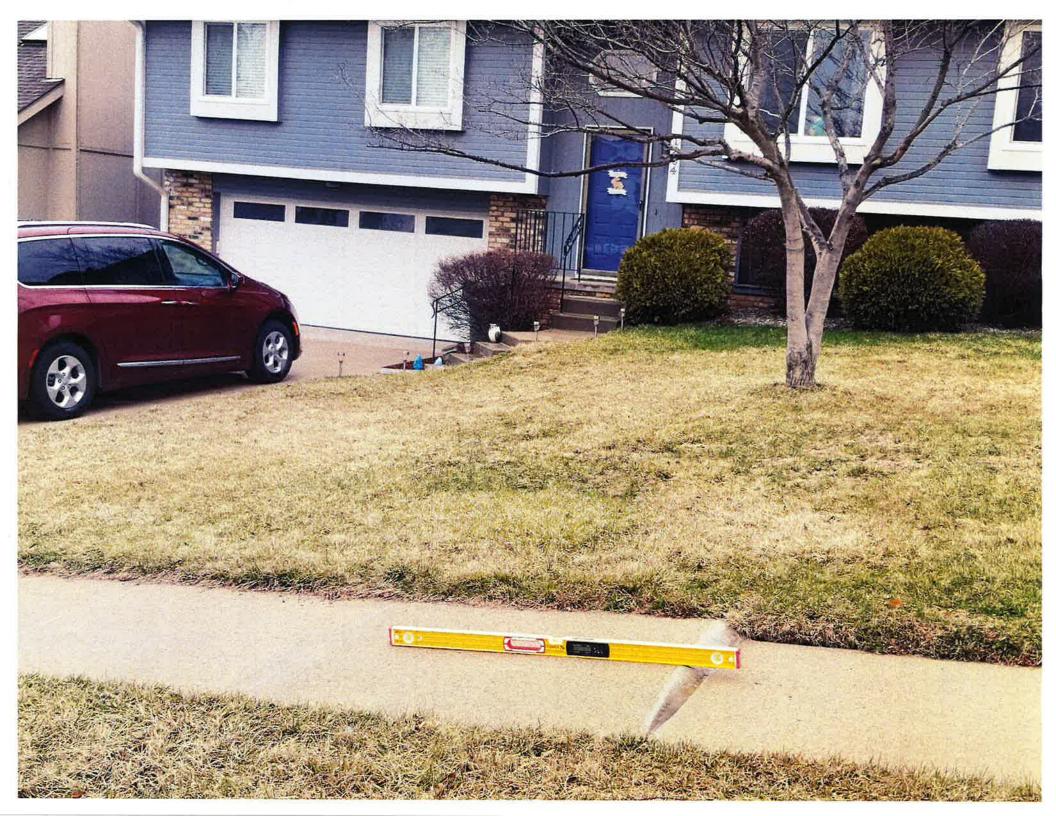
















# 15b. 8/20/19

### CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	8/20/2019	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	
SUBMITTED BY: LIQUO			
Jeff Roberts, Public Works Director		ORDINANCE	
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	
		OTHER (SEE CLERK)	

#### SUBJECT:

Sidewalk Repair at 1202 Rebecca Court

#### SYNOPSIS:

Request City Council to give notice to the property owner(s) of 1202 Rebecca Court to repair the sidewalk adjacent to the property, according to the City of Bellevue's specifications.

FISCAL IMPACT:

BUDGETED ITEM: YES YO PROJECT # & TRACKING INFORMATION:

**RECOMMENDATION:** 

Request City Council to give a notice to the property owner(s) of 1202 Rebecca Court to repair the sidewalk adjacent to the property, according to the City of Bellevue's specifications.

#### BACKGROUND:

The Public Works Department has mailed two certified letters to the property owner(s) of 1202 Rebecca Court in an attempt to have the sidewalk repaired/replaced. The second letter was mailed out on May 8, 2019 and was accepted by the legal owner. The sidewalk is unsafe for pedestrian travel. Public Works has been working with the property owners since 2018. The property was reinspected on June 25, 2019. According to Bellevue City Code, City Council must pass a resolution notifying the owner(s) to make the necessary repairs or the City will have the work completed with the expense levied against the property.

#### ATTACHMENTS:

ATTACHMENTS.		
1 Resolution	4	
2 Documentation	5	
3		
SIGNATURES: ADMINISTRATOR APPROVAL:	San There	
FINANCE APPROVAL:		
LEGAL APPROVAL:	ABreekdelins	

# RESOLUTION NO. 209-28

WHEREAS, on May 8, 2019, the City of Bellevue mailed a letter by certified mail to the property owner(s) of 1202 Rebecca Court stating Bellevue City Code Section 28-27, requires property owners to maintain, in good and proper repair, the sidewalks abutting or adjacent to their property;

WHEREAS, the U.S. Postal Service delivered the certified letter to the legal property owner(s) of 1202 Rebecca Court and notification was returned to the City of Bellevue on May 13, 2019;

WHEREAS, pursuant to Bellevue City Code Section 28-29, the City Council determines that the interests of public health, safety or welfare require that the sidewalk space abutting on or adjacent to the property at 1202 Rebecca Court should be improved by the construction of a sidewalk meeting the City of Bellevue's specifications for sidewalk construction. All work shall be completed within the time specified by City Council. Details of compliance may be obtained from the public works director. Failure to comply may result in the work being completed by city contractors, the expense of which may be levied as a special assessment and lien against the property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE: the property owner(s) of 1202 Rebecca Court has until September 20, 2019 to construct the sidewalk according to City Code for sidewalk construction or the work will be completed by city contractors and the expense will be levied as a special assessment and lien against the property.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



May 8, 2019

Mr. & Mrs. Keith A. Morris 1202 Rebecca Court Bellevue, NE 68123

RE: 1202 Rebecca Court/Lot 104 Avery Hills

Dear Sir/Madam:

On April 11, 2019, a letter was sent to you stating you were in violation of Section 28-27, Bellevue City Code, which requires property owners to maintain, in good and proper repair, the sidewalks abutting or adjacent to their property. Several site visits have been made to examine the erosion adjacent to the sidewalk. A reinspection was conducted today during the rain and it is apparent this is normal surface drainage occurring from private property.

The Bellevue Public Works Department has concluded our investigation and are requesting you, as the owner of record, replace the broken, defective, or missing sidewalk returning it to a condition for safe travel for pedestrians. If after thirty days from receipt of this notice the repair work has not been initiated or completed, the work may be completed by the city of Bellevue and the expense levied as a special assessment or lien against your property.

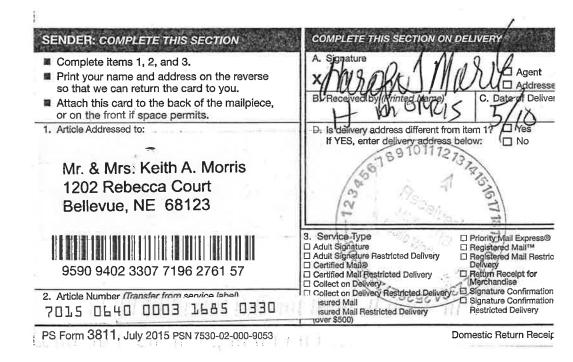
Should the repair work abut a street corner, the city of Bellevue Street Department will grind and remove the curb at no expense to the property owner. Their phone number is (402) 293-3126. You will need to call the Street Department at least 48 hours prior to needing the curb ground. On all new and replacement sidewalks that abut a curb, this grinding is a requirement of the American With Disabilities Act.

If you have any questions regarding sidewalk specifications or repairs, please contact me at (402) 293-3042.

Sincerely,

Sean Schrader

Sean Schrader Public Works Inspector



-	CERTIFIED MAIL® RECEIPT Domestic Mail Only
	For delivery information, visit our website at www.usps.com
ļ	s SELEGO
	Return Receipt (electronic)     Return Receipt (electronic)     Cartified Mail Restricted Delivery \$     Adult Signature Restricted Delivery \$     Adult Signature Restricted Delivery \$
PE - 413	Postage Home Apple And Apple A
	Mr. & Mrs. Keith A. Morris
1114 Lab	and 1202 Rebecca Court
	Bellevue NEx 68123
1	



April 11, 2019

Mr. & Mrs. Keith A. Morris 1202 Rebecca Court Bellevue, NE 68123

RE: 1202 Rebecca Court/Lot 104 Avery Hills

Dear Sir/Madam:

This letter is to inform you that a complaint was received by this office regarding the property identified above. An inspection of the property was conducted which revealed the following violation(s):

Section 28-27, Bellevue City Code, requires property owners to maintain, in good and proper repair, the sidewalks abutting or adjacent to their property. The sidewalk abutting 1202 Rebecca Court, Bellevue, Nebraska has been inspected and found to be unsafe for pedestrian travel. This letter is your official notice, as owner of record, to replace the broken, defective, or missing sidewalk returning it to a condition for safe travel for pedestrians.

If after thirty days from receipt of this notice the repair work has not been initiated or completed, the work may be completed by the city of Bellevue and the expense levied as a special assessment or lien against your property.

Should the repair work abut a street corner, the city of Bellevue Street Department will grind and remove the curb at no expense to the property owner. Their phone number is (402) 293-3126. You will need to call the Street Department at least 48 hours prior to needing the curb ground. On all new and replacement sidewalks that abut a curb, this grinding is a requirement of the American With Disabilities Act.

If you have any questions regarding sidewalk specifications or repairs, please contact me at (402) 293-3042.

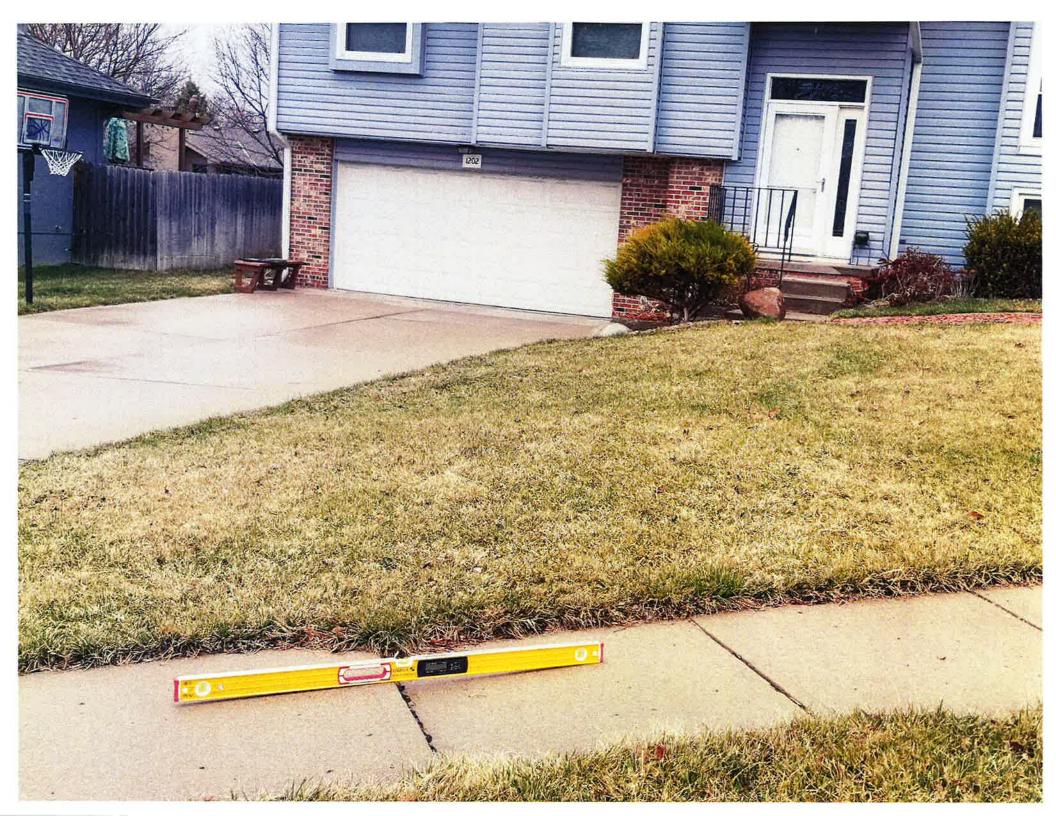
Sincerely,

Sean Schrader

Sean Schrader Public Works Inspector

COMPLETE THIS SECTION ON DELIVERY SENDER: COMPLETE THIS SECTION A. Signature Complete items 1, 2, and 3. □ Agent Print your name and address on the reverse Addressee so that we can return the card to you. B. R rinted Name) C. Date of Delivery Attach this card to the back of the mailpiece, 譋 or on the front if space permits. MOF 450 5 1. Article Addressed to: D. Is delivery address different from item 1? 山小 If YES, enter delivery address below: D No. 02 Mr. & Mrs. Keith A. Morris Received 3 0 1202 Rebecca Court Bellevue, NE 68123 Public Works 3. Service Type □ Priority Mail Express® Priority Mail Express®
 Registered Mail™
 Registered Mail™
 Delivery
 Delivery
 Refurn Receipt for
 Merchandise
 Signature Confirmation™
 Signature Confirmation Adult Signature
 Adult Signature Restricted Delivery Certified Mail® Certified Mail Restricted Delivery 9590 9402 3307 7196 2760 96 Collect on Delivery 2. Article Number (Transfer from service label) Collect on Delivery Restricted Delivery insured Mail 7015 0640 0003 1685 0583 nsured Mail Restricted Delivery over \$500) **Restricted Delivery** PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

0583	U.S. Postal Service <sup>™</sup> CERTIFIED MAIL <sup>®</sup> REC Domestic Mail Only For delivery information, visit our website	
	Concert monthalidit, Visit our website	2 at www.usps.com .
ហ	UFFICIAL	USE
168	Certified Mail Fee	
Ч	S Extra Services & Fees (check box, add fee as appropriate)	ENUENEGO
m	Li Hatum Hedelpt (hardoopy) \$	4
	Certified Mail Restricted Delivery \$	Postmark
E000	Adult Signature Required S	APR Here 2019
	Adult Signature Restricted Delivery \$	ANTI FI LOID
0490	Postage	XX 11
면	S Total Postage and Fees	Treese -
	and the first that was not seen to be	and the second
7015	Mr. & Mrs. Keith A. Morris	
8	1202 Rebecca Court	
₽-	Bellevue, NE 68123	
	City, State, ZIP+4*	••••••
	PS Form 2000 Anna contraction	
	PS Form 3800, April 2015 PSN 7530 02-000 2007	See Reverse for Instructions











### CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	DUNCIL MEETING DATE: 8/20/2019 AGENDA ITEM TYPE:		
		SPECIAL PRESENTATION	
SUBMITTED BY:		LIQUOR LICENSE	
Jeff Roberts, Public Works Director		ORDINANCE	
		PUBLIC HEARING	
	RESOLUTION 🗸		
		CURRENT BUSINESS	
		OTHER (SEE CLERK)	

#### SUBJECT:

Sidewalk Repair at 212 West 23rd Avenue

#### SYNOPSIS:

Request City Council to give notice to the property owner(s) of 212 West 23rd Avenue to repair the sidewalk adjacent to the property, according to the City of Bellevue's specifications.

FISCAL IMPACT:

BUDGETED ITEM: YES NO PROJECT # & TRACKING INFORMATION:

**RECOMMENDATION:** 

Request City Council to give a notice to the property owner(s) of 212 West 23rd Avenue to repair the sidewalk adjacent to the property, according to the City of Bellevue's specifications.

#### BACKGROUND:

The Public Works Department has mailed a certified letter to the property owner(s) of 212 West 23rd Avenue in an attempt to have the sidewalk repaired/replaced. The letter was mailed out on May 7, 2019 and was accepted by the legal owner. The sidewalk is unsafe for pedestrian travel. The property was reinspected and a barricade has been put in place but no further action has been taken. According to Bellevue City Code, City Council must pass a resolution notifying the owner(s) to make the necessary repairs or the City will have the work completed with the expense levied against the property.

#### ATTACHMENTS:

1 Resolution	4	
2 Documentation	5	
3	6	
	X / A G. /	
SIGNATURES:		
ADMINISTRATOR APPROVAL:	- Aller I Ch	
	M XA	
FINANCE APPROVAL:	Mar h	
LEGAL APPROVAL:	- Breekoldim	

RESOLUTION NO. 2019-29

WHEREAS, on May 7, 2019, the City of Bellevue mailed a letter by certified mail to the property owner(s) of 212 West 23<sup>rd</sup> Avenue stating Bellevue City Code Section 28-27, requires property owners to maintain, in good and proper repair, the sidewalks abutting or adjacent to their property;

WHEREAS, the U.S. Postal Service delivered the certified letter to the legal property owner(s) of 212 West 23<sup>rd</sup> Avenue and notification was returned to the City of Bellevue on May 30, 2019;

WHEREAS, pursuant to Bellevue City Code Section 28-29, the City Council determines that the interests of public health, safety or welfare require that the sidewalk space abutting on or adjacent to the property at 212 West 23<sup>rd</sup> Avenue should be improved by the construction of a sidewalk meeting the City of Bellevue's specifications for sidewalk construction. All work shall be completed within the time specified by City Council. Details of compliance may be obtained from the public works director. Failure to comply may result in the work being completed by city contractors, the expense of which may be levied as a special assessment and lien against the property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE: the property owner(s) of 212 West 23<sup>rd</sup> Avenue has until September 20, 2019 to construct the sidewalk according to City Code for sidewalk construction or the work will be completed by city contractors and the expense will be levied as a special assessment and lien against the property.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



May 7, 2019

Dominic Mendolia Sr. 306 Bellevue Blvd. North Bellevue, NE 68005

RE: 212 West 23<sup>rd</sup> Avenue/Lot 12 Block 197, Bellevue

Dear Sir/Madam:

This letter is to inform you that a complaint was received by this office regarding the property identified above. An inspection of the property was conducted which revealed the following violation(s):

Section 28-27, Bellevue City Code, requires property owners to maintain, in good and proper repair, the sidewalks abutting or adjacent to their property. The sidewalk abutting 212 West 23<sup>rd</sup> Avenue, Bellevue, Nebraska has been inspected and found to be unsafe for pedestrian travel. This letter is your official notice, as owner of record, to replace the broken, defective, or missing sidewalk returning it to a condition for safe travel for pedestrians.

If after thirty days from receipt of this notice the repair work has not been initiated or completed, the work may be completed by the city of Bellevue and the expense levied as a special assessment or lien against your property.

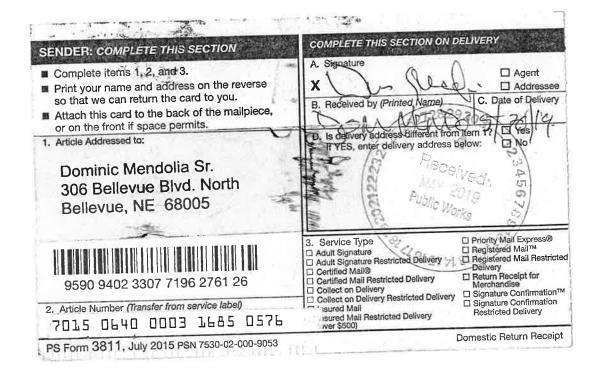
Should the repair work abut a street corner, the city of Bellevue Street Department will grind and remove the curb at no expense to the property owner. Their phone number is (402) 293-3126. You will need to call the Street Department at least 48 hours prior to needing the curb ground. On all new and replacement sidewalks that abut a curb, this grinding is a requirement of the American With Disabilities Act.

If you have any questions regarding sidewalk specifications or repairs, please contact me at (402) 293-3042.

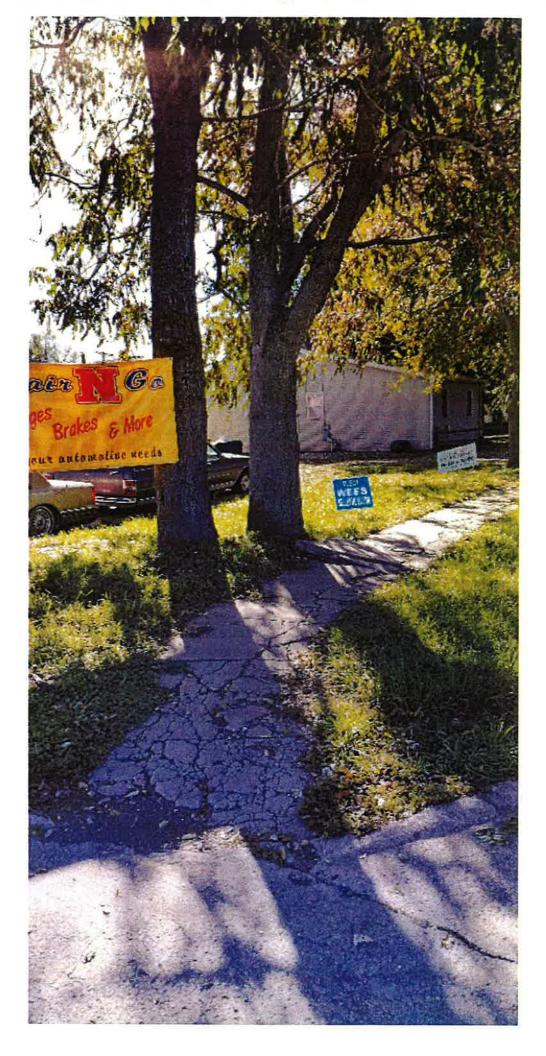
Sincerely,

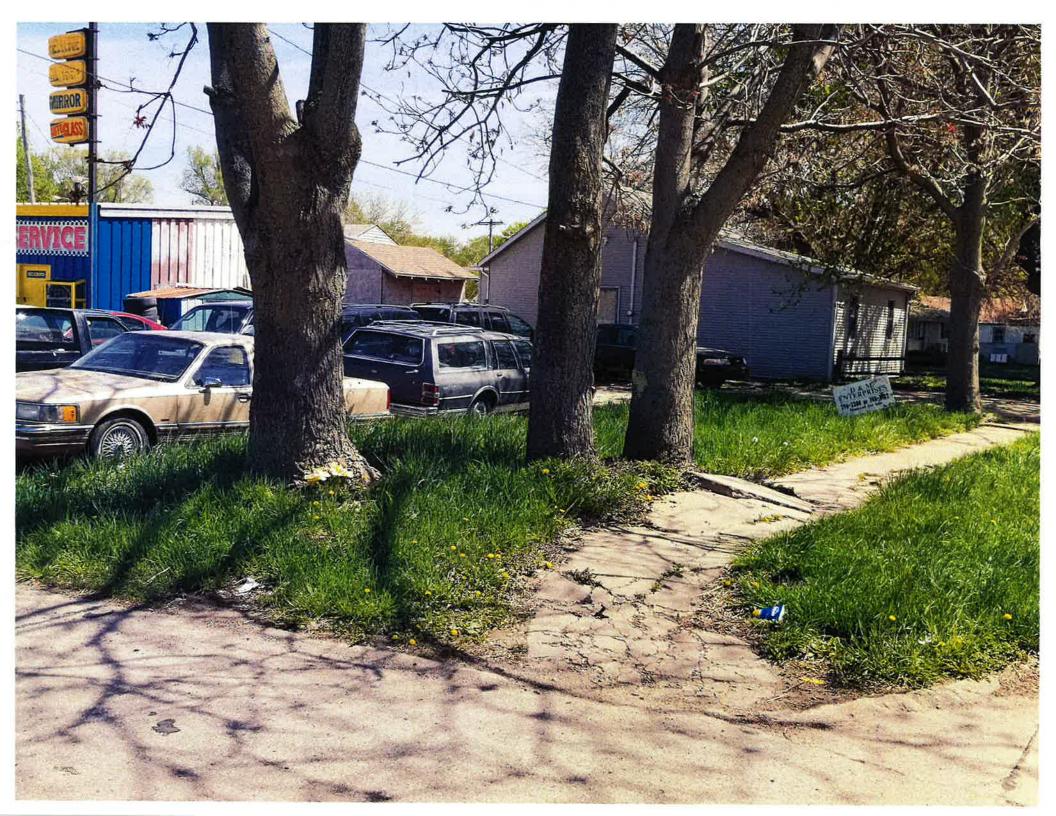
Sean Schrader

Sean Schrader Public Works Inspector

















# CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	08/28/2017	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION
SUBMITTED BY:		LIQUOR LISCENSE
Susan Kluthe, City Clerk		ORDINANCE
		PUBLIC HEARING
		RESOLUTION
		CURRENT BUSINESS 🗸
		OTHER (SEE CLERK)

SUBJECT:

# Approval of Waiver of Hunting Regulations

SYNOPSIS:

Requesting approval of the	applications for waiver of hunting regulations.		
FISCAL IMPACT:			
N/A			
BUDGETED ITEM: YES	NO GRANT/MATCHING FUNDS [ IF YES, %, \$, EXPLAIN:	YES	NO
PROJECT NAME, CALENDAR AND	CODING:		
Project Name:			
Expected Start Date:	Expected End Date:		
CIP Project Name:			
MAPA # and Name:			
Street District # and Name:			
Distribution Code:			
	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]	_	-
GL Account #:	GL Account Name:		

#### RECOMMENDATION:

Police Lt. Kurt Stroeher has already given approval for these hunters and their specified sites. Request Council approval.

#### BACKGROUND:

Every year, hunters who wish to bow hunt within the city limits of Bellevue during the archery season of 9/1/19 thru 12/31/19 must fill out an application, have permission from the landowner, provide a sketch of how they will set up their site, and provide a copy of their hunting permit. This information is then reviewed by Lt. Kurt Stroeher with the BPD. Lt. Stroeher either approves or denies the application and it is then submitted to Council for approval. Once approved by Council, each hunter is provided with a small permit for their designated area.

#### **ATTACHMENTS:**

al 4	
5	
6	
X	
AMANTICA~	
A BALLROLLins	
	Brugeling

# 2019 Hunter Waivers

												CC
Name	Addross	<b>C</b> 1					Hunting		Gvn to	PD Apprv'd		Apprv'd or
	Address	City	<u>Zip</u>	Home #	<u>Cell #</u>	Work #	Permit #	Address of Hunting Site	Police	or Dn'd	CC Mtg	Denied
Steven C. Schneider	6902 South 30th Street	Bellevue	68147	402.734.1967	402.658.7127	n/a	9780636	1310 Camp Gifford Road	8/7/19	8/8/19	8/20/19	
Angelo Emmi Jr.	2730 Madison Street	Omaha	68107	n/a	402.312.8369	n/a	9782366					
					102.312.0303	ny a	5782300	1310 Camp Gifford Road	8/7/18	8/8/19	8/20/19	

# \*16b. 8/20/19

# CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	8/20/2019	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION
SUBMITTED BY:		LIQUOR LICENSE
Jeff Roberts, Public Works Director Jim Shada, Parks & Recreation Superintendent		ORDINANCE
		PUBLIC HEARING
		RESOLUTION
		CURRENT BUSINESS 🗸
		OTHER (SEE CLERK)

#### SUBJECT:

Purchase Playground Equipment for Swanson Park

#### SYNOPSIS:

Request permission to purchase playground equipment for Swanson Park not to exceed \$60,000.00.

FISCAL IMPACT:

BUDGETED ITEM: YES NO

PROJECT # & TRACKING INFORMATION:

10-11-7040 CIP PK 19(4)

#### **RECOMMENDATION:**

Request permission to purchase playground equipment from Creative Sites for Swanson Park not to exceed \$60,000.00.

#### BACKGROUND:

Three proposals were received to design bid a playground facility at Swanson Park. Crouch Recreation, Creative Sites and Outdoor Recreation Products. Staff recommends Creative Sites for \$60,000 due to the design making it more inclusive of all age groups.

#### ATTACHMENTS:

		It is a second se
1 Memo from Jim Shada		4 Information from Outdoor Recreation
2 Information from Croud	ch Recreation	5
3 Information from Creation		6
	/ /	
SIGNATURES:	X	JA
ADMINISTRATOR APPROVAL:	(YUGA)	NC -
FINANCE APPROVAL:	1h	h
	NO	$O \mathcal{A} \mathcal{A}$
LEGAL APPROVAL:	0.011	Roblins



# MEMO

TO: Mr. Jeff Roberts P.E. Public Works Director

FROM: Jim Shada Shudu

SUBJECT: Swanson Park- Playground Proposal

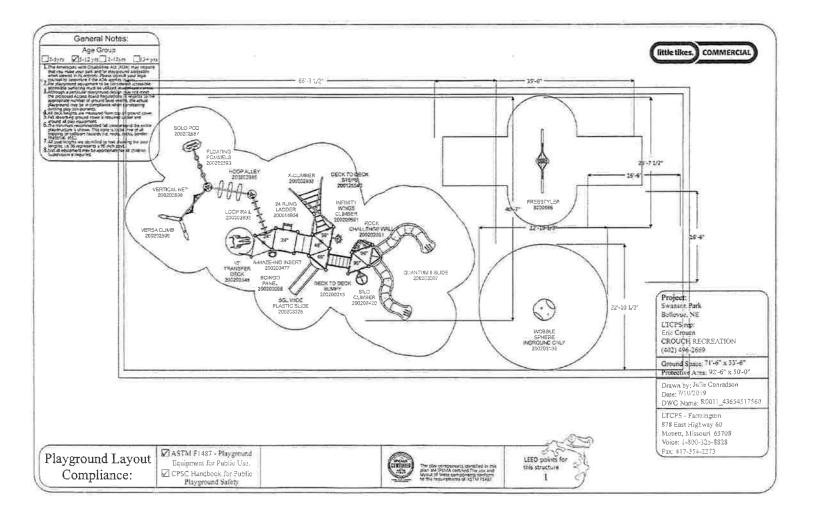
**DATE:** July 29, 2019

We asked for Design Bid Playground Proposals for Swanson Park. We had three playground companies that submitted bids.

Crouch Recreation - \$59,557.00 Creative Sites - \$60,000.00 Outdoor Recreation Products- \$64,348.00

Upon reviewing the 3 proposals it is our recommendation to accept Creative Sites Design Bid Proposal. In our opinion their playground structure provides a wider variety of play structures that would appeal to all age groups.

Thank you for this consideration!





2435 South 155th Circle Omaha, NE 68130 Office (402) 496-2669 Toll Free (800) 747-7528 Fax (402) 496-2018 www.crouchrec.com

 $eric@crouchrec.com \cdot nicole@crouchrec.com \cdot julie@crouchrec.com \cdot dan@crouchrec.com \cdot bob@crouchrec.com \cdot dan@crouchrec.com \cdot bob@crouchrec.com \cdot julie@crouchrec.com \cdot dan@crouchrec.com \cdot bob@crouchrec.com \cdot dan@crouchrec.com \cdot dan@crouchrec.com \cdot bob@crouchrec.com \cdot dan@crouchrec.com \cdot dan@crou$ 

Project:	Swanson Park			July 17, 2019
Bill To:	City of Bellevue	Ship To:	Dostals Construction	
	206 Industrial Rd		13680 S 220th St	
	Bellevue, NE 6005		Gretna, NE 68028	
Contact:	Jim Shada	Contact:	Bodie Dostal	
Phone:		Phone:		
E-mail:				

Est. Shipping Terms - Net 30 Description Model # Price Ea. Qty Total **Little Tikes Commercial Custom Play Structure** 1 \$37,000.00 1 Freestyler \$4,239.00 1 Wobble Sphere \$2,018.00 Installation Install playground equipment \$14,500.00 Move wood fiber to the side and reinstall existing fiber Subtotal: \$57,757.00 \$1,800.00 Freight: Sales Tax: Exempt Total: \$59,557.00 Signed By: Julie Couradoou Crouch Recreation Accepted By: Date: \_\_\_\_\_

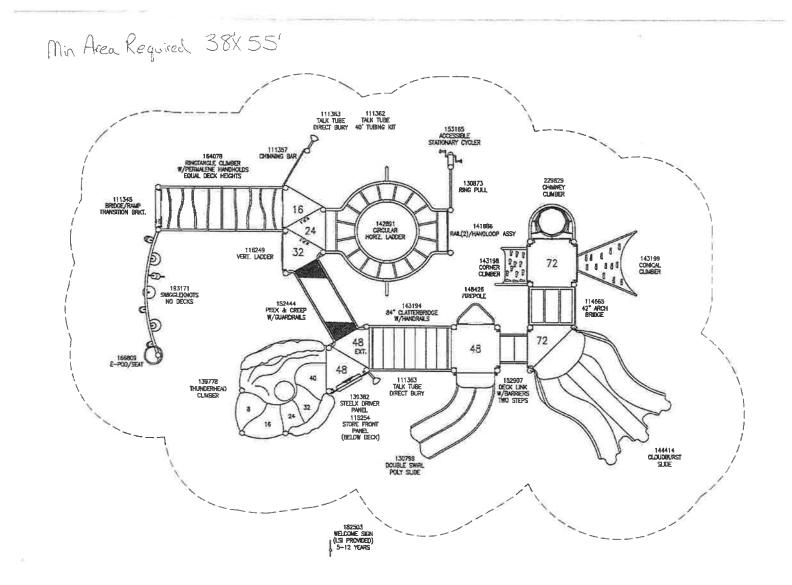
SERVICE CHARGES OF 3% OF THE TOTAL BILL WILL BE CHARGED ON ALL PAST DUE INVOICES

PLEASE INITIAL FOR ACKNOWLEDGEMENT

If applicable, please mail a copy of your tax exempt certificate and/or credit application.

QUOTES ARE VALID FOR 30 DAYS

Quotation



Ell Phone: 40	Recreation Products 1055 North 205th St. thorn, Nebraska 68022 2-289-0400 Fax: 402-289-0300 ree: 800-747-KIDS (5437)		Pa	ge 1 /	1
www.out Quote Date:	loorrecreationproducts.com July 19, 2019 hane Steinhoff	Attn:	Washington Park Grant Zimmer 402-926-8552		
Terms:	Net 30 days	Email:	Grant.Zimmer@b	ellevue.r	iet
Qty	Description		Unit Price		Total
1	Landscape Structures Playground Design 1138042-0	01-01		\$	47,348.0
	Installation Only of design 1138042-01-01 and to inc moving chips to the side and reinstalling old chips.	lude		\$	14,500.0
	<ul> <li>M. M. M. M. Markel and A. M. Markel and M. M.</li></ul>				
		-			
e II. 4.200					
Note:	No private locates or Sprinkler repair included.				
	Fall Height for Play Structure is up to 83"				
			Subtotal	\$	61,848.0
			Freight		2,500.0
			Sales Tax Total		es tax 64,348.0

THANK YOU FOR YOUR BUSINESS



# QUOTATION

Creative Sites, LLC 11506 Pierce Street Omaha, Ne 68144 402-614-4606

# DATE: July 15, 2019

Customer:	City of Bellevue Grant Zimmer 210 West Mission Avenue Bellevue, NE 68005		
DUD	urke Equipment:		
905-12	20321-1 Play Structure Nucleus 5	-12	\$ 78,073.00
Less B	CI Burke Matching Funds		\$-39,036.00
Come	: Spinner		\$ 1,760.00
Kid Fo	rce Spinner		\$710.00
Swift i	lwist Spinner		\$ 1,137.00
Freigh	t		<u>\$  2,856.00</u>
	Тс	tal	\$ 45,500.00
<u>Install</u>	ation:	2	<u>\$ 14,500.00</u>

Project Total

\$ 60,000.00

\*\*Delivery is 4 Weeks ARO.

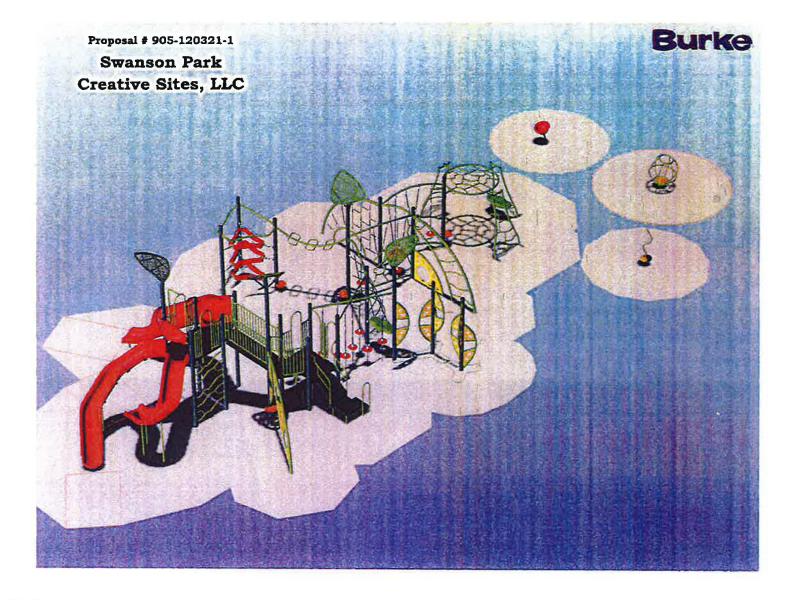
\*\*Pricing is good through 12/16/19.

\*\*Payment of equipment is required with order to receive matching funds from BCI Burke.

**\*\***Sales tax is not included.

Julie Kutilek Creative Sites, LLC

Accepted by



# \*16c. 8/20/19

# CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 8/20/2019		AGENDA ITEM TYPE:
		SPECIAL PRESENTATION
SUBMITTED BY:		LIQUOR LICENSE
Jeff Roberts, Public Works Director		ORDINANCE
Dean Dunn, Manager of		PUBLIC HEARING
Services		RESOLUTION
		CURRENT BUSINESS 🗸
		OTHER (SEE CLERK)

#### SUBJECT:

Fire Training Facility Pavement Replacement - Phase 1

#### SYNOPSIS:

Approval of the low, responsive responsible bidder for the Fire Training Facility Pavement Replacement - Phase 1.

FISCAL IMPACT:

\$109,869.35 plus City initiated Change Orders of up to 10% (\$10,986.94)

BUDGETED ITEM: YES NO PROJECT # & TRACKING INFORMATION:

**RECOMMENDATION:** 

Approve the low bid from Shawmark, Inc. not to exceed \$109,869.35 plus potential City initiated Change Orders of up to 10% (\$11,986.94) for the Fire Training Facility Pavement Replacement - Phase 1 and approve the Mayor to sign the contract.

BACKGROUND:

TTACHMENTS:		
1 Contract	4	
2 Bid Tab	 -	

2 Bid Tab	5	
3		
SIGNATURES: ADMINISTRATOR APPROVAL:	Sala 1/1/Cui	
FINANCE APPROVAL:	Antic	
LEGAL APPROVAL:	_ ABreekeblins	

# **BELLEVUE PUBLIC WORKS DEPARTMENT**

# PROJECT: FIRE TRAINING FACILITY PAVEMENT REPLACEMENT – PHASE 1 DATE: August 2, 2019

TIME: 10:00 am

CONTRACTORS	TOTAL BID	BID BOND	ADDENDUMS
Tab Construction	\$142,780.90	X	0
Mackie Construction	\$139,505.00	x	0
Shawmark Concrete	\$109,869.35	x	0
Swain Construction	\$141,551.87	x	0
7			

# CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 20<sup>th</sup> day of August 2019 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Shawmark, Inc., ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

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

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

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the FIRE TRAINING FACILITY PAVEMENT REPLACEMENT – PHASE 1 ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

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

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

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

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

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed One Hundred Nine Thousand, Eight Hundred Sixty-Nine Dollars and Thirty-Five Cents (\$109,869.35) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

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

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

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

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

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

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

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

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

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

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

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

or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

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

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

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

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

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

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

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

If to City:

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

With a copy to:

Bree Robbins Bellevue City Attorney 1500 Wall Street Bellevue, NE 68005 Phone No. (402) 682-6156 If to Contractor:

Jeff Shaw Shawmark, Inc. 8704 South 145<sup>th</sup> Street Omaha, NE 68138 Phone No.: (402) 934-9854

With a copy to:

Fax No.:

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

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

n. City's Project representative shall be Public Works Director Jeff Roberts, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the

wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

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

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

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

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

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

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

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

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

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

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

# CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_\_ Mayor

BY: City Clerk

ATTEST: BY: \_\_\_\_\_\_ \_\_\_\_\_ TITLE: \_\_\_\_\_

### **EXHIBIT "A"**

# **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **"FIRE TRAINING FACILITY PAVEMENT REPLACEMENT - PHASE 1"**, as specified in the plans and specifications in the City's request for proposals and Notice to Bidders.

### EXHIBIT "B"

# COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

# EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

# EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

# NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

<u>Schools</u>. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

# **CONTRACTS AND CONTRACTORS**

<u>Contracts</u>. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

<u>Contractors</u>. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

# CITY OF BELLEVUE, NEBRASKA

\*16d. 8/20/19

# **AGENDA ITEM COVER SHEET**

COUNCIL MEETING DATE:	August 20, 2019	AGENDA ITEM TYPE:	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION		
SUBMITTED BY:		ORDINANCE	PUBLIC HEARING REQUIRED	
Chief Mark Elbert		RESOLUTION	PUBLIC HEARING REQUIRED	
		CURRENT BUSINESS	PUBLIC HEARING REQUIRED	
Clut	9.10	CONSENT		
		OTHER (SEE CLERK)		

### SUBJECT:

Service Agreement with Stericycle for disposal of blood and urine.

### SYNOPSIS:

Stericycle will ta	ke our blood an	d urine evidence	that is no longer	needed and s	afely dispose
of it.			-		•

### BACKGROUND

The Bellevue Police Department needs to routinely dispose of blood and urine evidence. We used to be able to take it to the Bellevue Medical Center for disposal but they now will only take the empty containers which requires Property and Evidence Staff to dump our urine and blood first. Stericycle will take the containers and the fluids and dispose of them both

FISCAL IMPACT:	\$ 180.00
----------------	-----------

\_\_\_\_\_

BUDGETED FUNDS? Yes

GRANT/MATCHING FUNDS? N/A

Bellevue Medical will no longer take the Blood and Urine.

# TRACKING INFORMATION FOR CONTRACTS & PROJECTS

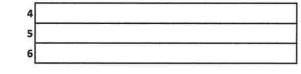
IS THIS A CONTRACT? YesCOUNTER-PARTY:			Stericyc	Stericycle			INTERLOC NO	
CONTRACT DESCRIPTION: Contract with Stericycle								
CONTRACT EFFECTIVE DATE: 08/20/2019 CONTRAC			ACT TERM:	2	CONTR	ACT END DATE:	08/20/2020	
PROJECT NAME: Disposal of Biohazards								
START DATE: 08/20/20	)19	END DATE:	08/20/2020	Р	AYMENT DATE:	09/03/2020	INSURA	NCE REQUIRED
CIP PROJECT NAME:			CIP	PROJECT NUM	IBER:			
MAPA NAME(S):				MAPA NUMBE	ER(S):			
STREET DISTRICT NAME(S):		STR	EET DISTRICT NU	UMBER(S):				
ACCOUNTING DISTRIBUTION CODE: 10-20				ACCO		62		

### RECOMMENDATION:

Recommend approval of Service Agreement between Stericycle and Bellevue Police Department and authorize the Mayor to sign.

ATTACHMENTS:

Purchase Order Request
 Service Agreement with Stericycle



SIGNATURES:

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



Stericycle 4010 Commerce Ave Northbrook, IL 60062 (913) 449-2032 Contact: <u>Tyler.Rzepka@STERICYCLE.com</u>

# PURCHASE REQUEST

# **Description of Item:**

12 month contract with Stericycle. Stericycle would pick-up urine and blood kits that have been released from court and dispose of them. \$15.00 a month for total of \$180.00 a year, they provide boxes and bags for storage of the items.

Vendor – Stericycle

Cost: \$ 180.00

JUSTIFICATION FOR PURCHASE: Disposal of urine and blood kits.

Requestor's Name: Sgt. Milos # 67

Supervisor's Signature		
Commander's Signature:	159	
Below information to be completed by Executive Aide		
Budget Amount Available \$	Account to be tak	en out of <u>6262</u>
The above request purchase is	Approved	Disapproved
Reason for Disapproval:		

Upon approval, this form will be routed to the Executive Aide for processing of purchase order.

It is the requestor's responsibility to place the order <u>after</u> a purchase order has been assigned to the request.

P.O. #\_\_\_\_\_

Upon disapproval, this form will be routed to the original requestor.

Mark Elbert Chief of Police



Account/Site # Generator ID#:

### **Service Agreement**

Effective Date 8-1-2019 between Stericycle, Inc and Bellevue Police Department

Service Address				Billing A	ddress					
Custo Name	ener/Company B	Bellevue Police Department								
Address 1: 1510 Wall St		Address 1: 15		1510 Wal	l St					
Addre	ess 2:				Address 2:					
City/S	State/Zip: B	ellevue, NE 680053	575		City/State/Zip: Bellevue, N		NE 680053675			
Phone	e#: (4	402) 293-3118			Phone #:					
Fax:					Fax:	-				
E-Ma	il: jo	e.milos@bellevue.n	et		E-Mail:	joe.milos@bellevue.net				
	ices Included checked tachment "Service D details)		Allotted Annual (	Containers	Aflotted Annual Additional Stop Stops Charge		Additional Container / Over Weight / Envelope Charge		Monthly Service Fee	
	Biohazardous Regula Disposal Service Level:Budget		4		2	\$75	5	Current containe 10%	er rate plus	\$15.00
			: <b>=</b> :			¥				\$0.00
	Stericycle Reusable S		28:			×		*		
	(Only available with purchase Regulated Medical Waste Dis					-		×		
						-		*		
-	Fixer / Developer - Pl Disposal Service	hoto Processing	0		-	-				\$0.00
	Pathological / Trace ( Disposal Service	Chemotherapy	0					a.		\$0.00
	Pharmaceutical Wast	e Disposal	0		•					\$0.00
CsRx Controlled Substance Waste Service (Only available with purchase of "HDDS" services)		0			*		0		\$0.00	
	HIPAA Steri-Safe		- (4)		5	÷		4		\$0.00
			Box Type (WA Only)	*Price per Box	Price per Stop	Min. Boy Pick		Scheduled Frequency	No Waste Fee	**Minimum Pickup Fee
	Biohazardous Regula Disposal - Transactio	ited Medical Waste								
* Price	per Box: WA only = Base	ed on WUTC Tariff pric	ing							

\*\* Minimum Pickup Fee: WA only = \$10.00 minimum monthly fee.

 Monthly Service Fee Total: \$15.00
 Total Monthly Service Fee: \$15.00

 Minimum Pickup Fee Total: N/A
 Billing Schedule: Monthly

 Fuel Charge (per stop): \$0.00
 Includes All Fees (Additional taxes May Apply)

 Energy Fee (per stop): \$0.00
 During the first 12 months of the Agreement, Stericycle will not increase the above fees.

 Record Retention Fee (per stop): \$0.00
 Thcreafter, fees will not increase by more than 5.00% annually.

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition.

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

 Stericycle:
 Customer:

 Contracting Entity: Stericycle, Inc.
 Customer/Company Name: Bellevue Police Department

 Name: Tyler Rzepka
 Name: Sergeant Milos

 Title:
 Title:

 Date:
 Date:

 Signature:
 Signature:

 By signing above I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

4010 Commercial Ave., Northbrook, IL 60062 · Phone: (913) 449-2032 · Fax:

Office Use Only: Code#:S15.00..S0.00

\*The offer will expire 7-8-2019

#### **TERMS AND CONDITIONS**

Stericycle, Inc., a Delaware corporation, with offices at 28161 N. Keith Drive, Lake Forest, IL 60045 (collectively, "Stericycle"), and <u>Bellevue Police</u> <u>Department with offices at 1510 Wall St, Bellevue NE, 680053675</u> ("Customer"), hereby enter into and agree as provided in this Services Agreement (the "Agreement") dated as of the 1 day of <u>August, 2019</u> (the "Effective Date).

1. Services. (a) Stericycle will provide Customer the services set forth on page 1 of this Agreement (the "Services") which are incorporated herein and made a part of this Agreement. (b) Customer shall be liable for and shall indemnify, defend and hold harmless Stericycle from and against all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees resulting from any Non-Conforming Waste (defined below) or Customer's failure to properly store, package, label, or segregate RMW. (c) All lab wastes or materials that contain or have the potential to contain infectious substances arising from any agents listed under 42 CFR 72.3 are prohibited from inclusion among RMW to be collected and must be pretreated by Customer prior to disposal. (d) The current version of the Stericycle Waste Acceptance Policy "WAP") is attached. Stericycle may periodically update the WAP. (e) During the Term, Stericycle shall be the exclusive provider of the Services to Customer at all of its locations, and Customer shall use no other RMW disposal service, method or service provider, whether at the service location(s) set forth herein or at any other current or future location(s) of Customer. As used herein, " Non-Conforming Waste" means any substance, waste or container that is excluded, not accepted or non-conforming under the WAP or otherwise cannot be accepted by Stericycle under any applicable law, rule or regulation. (e) Stericycle may bill additional charges for each non-compliant container (overweight under applicable laws, rules or regulations; each container exceeding 50 lbs; containers holding non-conforming waste; and containers where the waste is improperly segregated or packaged) provided by Customer.

2. Term of this Agreement. (a) The initial term of this Agreement (the "Initial Term") will begin on the Effective Date set forth above and continue for 12 months. This Agreement will automatically renew for successive terms of the same duration (each, an "Extension Term"), unless either party gives the other party at least 60 days' written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the "Term ".(b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment (defined below) from Customer wherever located.

3. **Pricing.** Customer shall pay to Stericycle the service fees set forth on page 1 ("Service Fees"). Stericycle may adjust the Service Fees to cover non-controllable costs, including but not limited to taxes, fuel and regulatory fees annually in accordance with the percentage listed on page 1.

4. **Payment Terms.** Customer shall pay in full each Stericycle invoice within 30 days of the date of such invoice. Any invoiced amounts not received by Stericycle within that timeframe will be subject to an interest charge of 1.5% per month (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus interest charges and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle.

5. Early Termination. In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in <u>Section 6</u> Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

6. Default and Early Termination for Cause. Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle polices related to the Services shall constitute a material breach.

7. Limitation of Liability. In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement.

8. Compliance Materials; Confidentiality. To the extent that Stericycle provides Customer with electronic or printed materials ("Compliance Materials"), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials. Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures.

9. Compliance with Laws and Policies. Each party shall comply with all laws, rules and regulations applicable to its performance hereunder. Stericycle and Customer shall keep adequate books, records and documentation as required by applicable laws, rules, regulations and guidelines pertaining to storage or handling of RMW and the Services hereunder. Customer shall comply with the WAP applicable to the Services.

10. Excuse of Performance. Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

11. Equipment. Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises ("Equipment") and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

12. Waste Brokers. Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

13. Miscellaneous. (a)This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle. (d) Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association ("AAA"), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office. (f) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. (g) No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing. (h) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (i) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights (j) Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions.

# **Regulated Medical Waste Acceptance Policy**

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information or email customercare@stericycle.com.

#### **REGULATED MEDICAL WASTE**

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including \*controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle **cannot accept** bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle **cannot accept** these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR Part 73 (HHS), 7 CFR Part 331 (USDA-Plant Protection and Quarantine), and 9 CFR Part 121 (USDA-Veterinary Services) are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportations, may be offered in certain geographical locations, under separate contract, Please contact your local representative for details and packaging specifications.

#### WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173,197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps, All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

#### MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

#### STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

#### ACCEPTED REGULATED MEDICAL WASTE

- Sharps Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

#### ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Trace Chemotherapy Contaminated Waste RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines.
- Pathological Waste Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances.\*
- California Only Solidified Suction Canisters Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone.

#### OTHER REGULATED MEDICAL WASTES NOT ACCEPTED AS REGULATED MEDICAL WASTE BY STERICYCLE

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads,
- full torsos, and fetuses)
- Bulk Chemotherapy Waste
   Mercury-Containing Dental Waste Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices Any mercury thermometers, Sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State Controlled Substances\*
- Chemicals Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste Any container with a radioactivity level that exceeds regulatory or permitted limits; leadcontaining materials

\*Consult Stericycle Representative for specific requirements

Additional waste acceptance policies may apply based on state or permit specific requirements, Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at customercare@stericycle.com

#### We protect what matters.

© 2018 Stericycle, Inc. All rights reserved. (Rev. 2)



# Stericycle\*

# SERVICE DESCRIPTIONS

# **Biohazardous Regulated Medical Waste Disposal**

- Safe, compliant collection, transport and treatment of regulated medical waste.
- Access to DOT and biohazardous training on MyStericycle.com, our convenient online customer portal.

#### **RELATED SERVICES:**

#### Secure pick-up of Fixer/Developer – Photo Processing Disposal Service

- Treatment and disposal of x-ray fixer/developer containing silver or hydroquinone.
- This service is available in CA and parts of CT, MA, NH, RI, VT, NJ and NY.

#### Secure pick-up of Pathological/Trace Chemotherapy Disposal Service

 Treatment and disposal of infectious waste or discarded items that have been contaminated by trace amounts of chemotherapeutic, cytotropic or antineoplastic pharmaceuticals.

#### **Regulated Medical Waste -- Transactional**

 Containers, manifests, collection, transport, treatment and disposal of all regulated medical waste (except non-conforming waste) on an on-call basis.



# Stericycle Reusable Sharps Program

- Our Sharps Management Service utilizes reusable sharps containers to streamline the collection and disposal of sharps in your facility. A Stericycle driver will pick up your packaged, full sharps containers and provide clean ones for continued use.
- Each reusable container can be utilized up to 600 times. Our service reduces plastic going into landfills and helps avoid utilizing natural resources to create new containers.
- Easy-to-use container design allows for single-handed disposal of sharps. The container base is transparent making it easy to see the fill line and prevent overfilling to reduce needlestick injuries.



# Steri•Safe<sup>™</sup> OSHA Compliance Solutions

- Award-winning bloodborne pathogens training\*, available online in English and Spanish. Our Online Training Center provides tracking and reporting.
- Simple, automated Safety Plan Builder to help you stay compliant and access to over 10 million Safety Data Sheets to easily create a customized online binder.
- Preferred level services include annual on-site training, mock OSHA inspection and a dedicated Healthcare Compliance Educator. We also provide a No Fine. No Fail. OSHA Guarantee.
- Enjoy a 10% discount on Healthcare Products.

# Steri•Safe<sup>™</sup> HIPAA Compliance Solutions

- Critical training including HIPAA privacy, security and social media.
- Easy-to-use HIPAA privacy and security risk assessments.
- Preferred level services include annual on-site HIPAA privacy and security gap analysis and trainings.

\*2016 Bronze Telly Award for our bloodborne pathogens training in the category of Non-Broadcast Productions – Health and Wellness.

2018 Stericycle, Inc. All rights reserved.

We protect what matters.

# Stericycle\*

### SERVICE DESCRIPTIONS



# Pharmaceutical Waste Disposal

#### **Drug Disposal Service**

- Treatment and disposal of non-hazardous pharmaceutical waste. This includes pharmaceutical and over-the-counter drug products that do not fall under the definition of hazardous pharmaceutical waste.
- Environmentally-friendly solutions to protect your communities and waterways.

#### **Hazardous Drug Disposal Service**

- Treatment and disposal of pharmaceuticals that either exhibit characteristics that make them a hazardous waste or that are specifically listed as a hazardous waste by EPA or state authorities.
- We provide you with a Pharmaceutical Waste Identification Checklist.

#### Seal&Send<sup>sm</sup> Controlled Substance Envelopes

Seal&Send controlled substance mailback envelopes are for use only by patients/end-users;
 50 envelopes per location annually.

### CsRx<sup>®</sup> Controlled Substance Waste Service

- This solution is designed to help small hospitals and non-acute care facilities prevent diversion when disposing of controlled substances in the form of tablets, capsules, liquids and patches.
- Mitigates the risk of diversion when disposing of controlled substance waste in your facilities.
- This solution provides peace of mind that your controlled substance waste will be processed with total security and compliance.



Certificate Of Completion		
Envelope Id: 8BFD56CD1F7E40A6AC5B58B8A40 Subject: Stericycle Document(s) for your Signature Source Envelope:		Status: Sent
Document Pages: 5 Certificate Pages: 4 AutoNav: Enabled Envelopeld Stamping: Enabled Time Zone: (UTC-06:00) Central Time (US & Cana	Signatures: 0 Initials: 0 ida)	Envelope Originator: Tyler Rzepka 28161 N. Keith Drive Lake Forest, IL 60045 tyler.rzepka@stericycle.com IP Address: 13.108.238.8
Record Tracking		
Status: Original 7/1/2019 9:41:20 AM	Holder: Tyler Rzepka tyler.rzepka@stericycle.com	Location: DocuSign
Signer Events	Signature	Timestamp
Sergeant Milos joe.milos@bellevue.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/1/2019 10:07:50 AM ID: b3d7c091-a5dc-478d-888f-d6488027ff90 Tyler Rzepka tyler.rzepka@stericycle.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/12/2018 12:19:19 PM ID: 56ac55b7-6786-4f63-aefc-55bd486a6176		Sent: 7/1/2019 9:41:45 AM Viewed: 7/1/2019 10:07:50 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
	Status Status	Timestamp Timestamp
Agent Delivery Events		
Agent Delivery Events Intermediary Delivery Events	Status	Timestamp
Agent Delivery Events Intermediary Delivery Events Certified Delivery Events	Status Status	Timestamp
Agent Delivery Events Intermediary Delivery Events Certified Delivery Events Carbon Copy Events	Status Status Status	Timestamp Timestamp Timestamp
Agent Delivery Events Intermediary Delivery Events Certified Delivery Events Carbon Copy Events Witness Events	Status Status Status Status	Timestamp Timestamp Timestamp Timestamp
Agent Delivery Events Intermediary Delivery Events Certified Delivery Events Carbon Copy Events Witness Events Notary Events	Status Status Status Status Signature	Timestamp Timestamp Timestamp Timestamp Timestamp Timestamp
Agent Delivery Events Intermediary Delivery Events Certified Delivery Events Carbon Copy Events Witness Events Notary Events Envelope Summary Events	Status Status Status Status Signature Signature	Timestamp Timestamp Timestamp Timestamp Timestamp
Editor Delivery Events Agent Delivery Events Intermediary Delivery Events Certified Delivery Events Carbon Copy Events Witness Events Notary Events Envelope Summary Events Envelope Sent Payment Events	Status Status Status Status Signature Status	Timestamp Timestamp Timestamp Timestamp Timestamp Timestamp Timestamp

# **CONSUMER DISCLOSURE**

From time to time, Stericycle Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

# **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

# Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

# Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

# All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

# electronically from us.

# How to contact Stericycle Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: customercare@stericycle.com

# To advise Stericycle Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at customercare@stericycle.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system. To request paper copies from Stericycle Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to customercare@stericycle.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with Stericycle Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to customercare@stericycle.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari <sup>™</sup> 3.0 or above (Mac only)
PDF Reader:	Acrobat <sup>®</sup> or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

# **Required hardware and software**

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

# Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Stericycle Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Stericycle Inc. during the course of my relationship with you.

# **CITY OF BELLEVUE, NEBRASKA**



## **AGENDA ITEM COVER SHEET**

COUNCIL MEETING DATE:	August 20, 2019	AGENDA ITEM TYPE:	AGENDA ITEM TYPE:					
		SPECIAL PRESENTATIO	N					
SUBMITTED BY:	ORDINANC	£	PUBLIC HEARING REQUIRED					
Chief Mark Elbert	RESOLUTIO	N	PUBLIC HEARING REQUIRED					
	CURRENT BUSINES	s 🗸	PUBLIC HEARING REQUIRED					
Ci Ci	CONSEN	ī	-					
121	OTHER (SEE CLER	()						

#### SUBJECT:

MOU with Athena Arms and Bellevue Police.

#### SYNOPSIS:

Athena Arms is offiering a discounted hourly rate for use of their indoor firing range by the Bellevue Police Department.

#### BACKGROUND

With the current Police gun range still inoperable due to the spring flooding Athena Arms, formerly Take Aim, has offered a discounted rate for use of their indoor firing range facility. The attached MOU reflects a pay as you go rate for walk in rates. This facility will be an additional option for department firearms training and use

FISCAL IMPACT: \$ 0.00

BUDGETED FUNDS? Yes

GRANT/MATCHING FUNDS? N/A

BPD would be billed per use at the rates reflected in the MOU.

#### TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT?	Yes	s		COUNTER-PARTY:	Athena	Arms		INTERLO	NO
CONTRACT DESCRIPT	ESCRIPTION: MOU for Range Use								
CONTRACT EFFECTIV	VE DATE:	08/20/20	)19	CONTRA	ACT TERM	2	CONTR	ACT END DATE:	08/20/2021
PROJECT NAME:	ndoor r	ange us	e						
START DATE: 08/2	20/20	19	END D	ATE:	i	PAYMENT DATE:		INSURA	NCE REQUIRED
CIP PROJECT NAME:					CI	P PROJECT NUM	IBER:		
MAPA NAME	(S):					MAPA NUMBE	ER(S):		
STREET DISTRICT N	AME(S):			×	STR	EET DISTRICT N	UMBER(S):		
ACCOUNTING DISTRIE	BUTION CO	ODE:	10-20			ACCO	DUNT NUMBER: 602	21	

**RECOMMENDATION:** 

Recommend approval of Memorandum of Understanding between Athena Arms and Bellevue Police Department and authorize the Mayor to sign.

ATTACHMENTS

ATTACHIVIENTS:		
1 MOU	4	
2	5	
3	6	
SIGNATURES:	A 0// 0.00	
LEGAL APPROVAL AS TO FORM:	A Balkoulins	7
FINANCE APPROVAL AS TO FORM:		
ADMINISTRATOR APPROVAL TO SUBMIT:	Auto 1/2	8

# MEMORANDUM OF UNDERSTANDING BETWEEN ATHENA ARMS AND BELLEVUE POLICE DEPARTMENT

1. <u>Parties</u>. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between ATHENA ARMS, whose address is 3403 Samson Way, Bellevue NE 68123 ("Athena"), and the Bellevue Police Department, whose address is 1510 Wall Street, Bellevue NE 68005 ("BPD").

2. <u>Purpose</u>. The purpose of this MOU is to establish the terms and conditions under which the Bellevue Police Department will utilize the Athena Arms indoor firearm shooting range.

3. <u>Term of MOU</u>. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than two (2) years. This MOU may be terminated, without cause, by either party upon 60 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. <u>Responsibilities of Athena Arms</u>. Athena agrees to provide one (1) to ten (10) shooting lanes for use by BPD Officers. Upon request, Athena will provide hearing and eye protection. Athena may provide, ammunition, and targets at the regular commercial rates; however, Athena will negotiate discounted rates for bulk orders.

Fees associated with lane rental by BPD is as follows:

## Walk-in rate:

5 Lanes (1 bay) for \$50 per hour (except Tuesday before noon and all-day Saturday).

If range usage is required by BPD on Tuesdays before noon or Saturdays, regular commercial rates will be charged.

Retainer rates (per month):

One full bay (5 lanes, 3hr/session, excluding Saturdays), once a week: \$600 One full bay (5 lanes, 3hr/session, excluding Saturdays), twice a week: \$1100

With retainer, BPD receives preferential reservations over regular commercial customers.

5. <u>Responsibilities of Bellevue Police Department</u>. Athena shall provide a weekly invoice to BPD for all "walk-in" BPD officers, which will be verifiable under a designated BPD sign-in sheet. This invoice shall be Net 30. If exercising the monthly retainer option, Athena shall provide BPD with a monthly invoice that is payable Net 30.

BPD shall be responsible for providing Range Safety Officers. Ammunition and targets may be provided by BPD for their personnel.

All individuals utilizing Athena Arms shooting range are required to sign waivers of responsibility (one-time requirement) prior to entering the range facility.

# 6. <u>General Provisions</u>

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B.** Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Nebraska. The courts of the State of Nebraska shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the District 2, Sarpy County, Nebraska.

**D.** Entirety of Agreement. This MOU, consisting of 4 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E.** Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F.** Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

# **INTENTIONALLY LEFT BLANK**

# **TO BOTTOM OF PAGE**

7. <u>Signatures</u>. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**Athena Arms** 

Garrett Peddicord, CEO Date

**City of Bellevue** 

Rusty Hike, Mayor

Date

# CITY OF BELLEVUE, NEBRASKA

### AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	August 20, 2019	AGENDA ITEM TYPE:	AGENDA ITEM TYPE:				
		SPECIAL PRESENTATION					
SUBMITTED BY:	ORDINANCE		PUBLIC HEARING REQUIRED				
Jani Jennings Risk	Jani Jennings, Risk Management Rich Severson, Finance Director			PUBLIC HEARING REQUIRED			
				PUBLIC HEARING REQUIRED			
		CONSENT	$\checkmark$		-		
	OTHER (SEE CLERK)						

#### SUBJECT:

1

Wellness Agreement with Lockton etal.

#### SYNOPSIS:

The City has used Lockton to administer it's wellness program. The contract requires renewal annually. This amendment will continue the service agreement through August 31, 2020.

#### BACKGROUND

In 2016 the City began partnering with Lockton as third party administrators to ensure confidentiality, conduct biometric and health risk assessment screening, provide monthly nurse advocacy, and Infolock reports. The program appears to be having a positive effect on the City's overall health costs.

FISCAL IMPACT: \$ 19,800.00	BUDGETED FUNDS? Yes	GRANT/MATCHING FUNDS? N/A
Annually.		·

## TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT?	Yes		COUNTER-PARTY:	Kansas C	ity Series of Locktor	n Companies, LLC	INTERLO	No
CONTRACT DESCRIPTION	:							
CONTRACT EFFECTIVE D	ATE: 08/20/20	)19	CONTRA	ACT TERM:	12 Months	CONTRA	ACT END DATE:	08/31/2020
PROJECT NAME: We	PROJECT NAME: Wellness							
START DATE: 09/01/	2019	END DA	TE: 08/31/2020	Р	AYMENT DATE:		INSURA	NCE REQUIRED
CIP PROJECT NAME:				CIP	PROJECT NUMBE	R:		
MAPA NAME(S):					MAPA NUMBER(	S):		
STREET DISTRICT NAM	E(S):			STR	EET DISTRICT NUM	1BER(S):		
ACCOUNTING DISTRIBUTION	ON CODE:				ACCOUR	NT NUMBER:		

#### **RECOMMENDATION:**

Approve Consulting Services Agreement between the City of Bellevue and Kansas City Series of Lockton Companies, LLC in an annual amount of \$19,800.

#### ATTACHMENTS:

ATTACIMENTS.		
1 Amendment	4	
<sup>2</sup> Existing Contract	<b>E</b> 5	
3	6	
SIGNATURES:	NO 1/O MA	
LEGAL APPROVAL AS TO FORM:	Applelouins	_
FINANCE APPROVAL AS TO FORM:	Mill mtt	_
ADMINISTRATOR APPROVAL TO SUBMIT:	- Smith Ci-	

# Amendment To the **Consulting Services Agreement** Between **City of Bellevue** And Kansas City Series of Lockton Companies, LLC

Pursuant to Section VI.B. of the Consulting Services Agreement (the "Agreement") between City of Bellevue and the Kansas City Series of Lockton Companies, LLC dated September 1, 2018; this Addendum amends that Agreement as follows:

#### Section I. Service Period:

This Agreement will be in effect from the effective date above through August 31, 2020 unless earlier terminated in accordance with the provisions of the Agreement.

In witness whereof, the parties hereto have agreed to and have executed this Addendum in duplicate intending each copy to serve as an original and intending the amendments set forth herein to be effective as of and from the date of the last signature below.

### KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC

5

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Timothy Meacham, Chief Operating Officer

CITY OF BELLEVUE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Rusty Hike, Mayor

# CONSULTING SERVICES AGREEMENT CITY OF BELLEVUE and KANSAS CITY SERIES OF LOCKTON® COMPANIES, LLC

This Agreement made and entered into effective as of this 1st day of September, 2018, by and between City of Bellevue, having offices at 210 West Mission Avenue, Bellevue, NE 68005 (hereinafter referred to as "Client"), and Kansas City Series of Lockton Companies, LLC, having offices at 444 W. 47<sup>th</sup> Street, Suite 900; Kansas City, Missouri 64112 (hereinafter referred to as "Lockton").

Client wishes to procure certain services that can be performed by Lockton; and Lockton can provide and desires to render to Client such services; and

The parties agree that it would be to their mutual advantage to execute this Agreement and thereby define the terms and conditions that shall control the rendering of services provided to Client by Lockton.

Now, therefore, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

#### I. Service Period

ž, ž

This Agreement will be in effect from the effective date above through August 31, 2019 unless earlier terminated in accordance with the provisions of the Agreement.

#### II. Service Compensation

A. All consulting and/or services provided by Lockton as set forth in Addendum A will be performed for a fee of \$19,800 per contract period which includes 100 nurse hours, paid quarterly billed by Lockton client; additionally, Nurse Advocate outreach hours beyond the original 100 hours included in the fee, will be invoiced quarterly at the rate of \$85/hour upon mutual written agreement as noted in Addendum A.

B. It is further agreed that no portion of any noncash compensation (e.g., meals, entertainment, travel, gifts, etc.) received by Lockton from any insurance company, intermediary, or other third party as a result, in whole or in part, of Lockton's services as Client's insurance broker shall be offset or credited against the compensation payable to Lockton as set forth above.

Payment of all invoices submitted under this Agreement will be made within thirty (30) days.

#### III. Services

.

- A. It is hereby understood and agreed that in consideration of the compensation set forth above, Lockton will provide the consulting services outlined in Addendum A, which is attached to and made part of this Agreement.
- B. It is further agreed that other risk management services may be undertaken that are outside the foregoing scope of services by mutual consent, which consent may be verbal provided that it is subsequently acknowledged in writing by either or both of the parties. Amendments may be made to this Agreement as deemed appropriate by both parties.
- C. When in Lockton's professional judgment it is necessary or appropriate, Lockton may utilize the services of third parties or other appropriate outside vendors to assist in the servicing of Client's employee wellness programs. However, this may only be done after consultation with and prior approval by Client.

### IV. Termination of Services

Client or Lockton may terminate this Agreement at any time with thirty (30) days' written notice to the other party. Lockton shall be entitled to receive all fees earned up to the effective date of termination.

#### V. Additional Obligations of Client/Confidentiality

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

B. Lockton acknowledges that the nature of its relationship with Client is one in which Client shall entrust Lockton as the custodian of certain of Client's information, some of which may be of a confidential or proprietary nature. Lockton shall undertake all reasonable efforts to maintain the integrity of all of Client's information, whether or not such information is confidential or proprietary. In addition, all patient files and medical records generated as a result of this Agreement shall be considered Protected Health Information (PHI) as defined by the Business Associate Agreement by and between Lockton and the Client, which is attached to and made part of this Agreement in Addendum B. Lockton's receipt, transmission, maintenance, creation, use and disclosure of all PHI shall be governed by the terms and conditions of the BAA.

#### VI. General Conditions

2

- A. Neither party shall assign the rights nor duties herein set forth without the prior written consent of the other party.
- B. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. Subject to the provisions of Section III.B., this Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.
- C. Lockton and Client shall indemnify, defend, and hold one another, their directors, officers, employees, agents, and representatives harmless from and against any and all claims, damages, losses, or expenses (including such parties' reasonable attorney, accountant, and expert witness fees and costs) incurred by one party as the result of

(i) a material breach by the other party of any of its obligations under this Agreement or (ii) any willful or negligent conduct of the other party.

- D. Any communication or notice required or which may be given hereunder shall be addressed to Client and to Lockton at their addresses set forth in the preamble hereof.
- Е. This Agreement shall be governed for all purposes by the laws of the state of Nebraska.

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

KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC

λ); jj::

 $\mathbb{R}^{2}$ 

BY: \_\_\_\_\_ DATE: \_\_\_\_

Timothy Meacham, Chief Operating Officer

THE CITY OF BELLVUE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Rita Sanders, Mayor



# Addendum A – Consulting Agreement Services

Sta	andard Health Risk Solutions Services	Typical Frequency	Cost
*	Health Risk Assessment (HRA) – Administer the delivery of an online survey of individual medical history and lifestyle choices behaviors.	Annually	Included in fee
*	<b>Preventive Screening Form administration</b> — The collection / measurement of height, weight, waist circumference, blood pressure, as well as laboratory screening from physician verification forms.	Annually	Included in fee
<b>*</b>	<b>Employee personal health profile</b> – An individualized comprehensive report that presents each individual's information and results, and stratifies into a risk category.	Annually	Included in fee
*	<b>Employer Aggregate Report</b> – A comprehensive aggregate report of the Client's biometric and lifestyle results stratified by risk category, and executive review of findings.	Annually	Included in fee
*	Incentive Tracking and Reporting- A report will be provided with names of participants and their incentive qualification status.	Annually	Included in fee
*	Wellness Newsletter	Monthly	Electronic version included (printing expense is a pass through)
Cli	nical Nurse Advocate		
\$	InfoLock Plus data feed	Monthly	Included in fee
*	Provide Aggregate InfoLock Reporting	Annually	Included in fee
÷	Review Medical Intelligence reporting	Quarterly/Renewal	Included in fee
÷	Monitor, coach and coordinate potential high cost claimants	Case by Case basis	\$85 per hour
*	Prepare and present Stewardship Report	Annually	Included in fee
\$	Prepare annual Client Service Plan	Annually	Included in fee



## **ADDENDUM B** BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is made and effective this 1st day of September, 2018 (the "Effective Date"), by and between the Kansas City Series of Lockton Companies, LLC ("Lockton"), City of Bellevue ("Client") and the group health plan(s) maintained by Client ("Plan").

WHEREAS, Plan is an employee welfare benefit plan as defined by Section 3(1) of the Employee Retirement Income Security Act of 1974 ("ERISA") that provides medical care to its employees and their dependents;

WHEREAS, Plan has engaged Lockton to provide certain health and welfare insurance brokerage and/or consulting services that may include, as applicable, Pharmacy Analytic Services, InfoLock® Services and/or other consulting services as mutually agreed to by the parties (collectively, "Services"), which may or will necessitate Disclosure of Protected Health Information ("PHI") to Lockton; and

WHEREAS, the parties to this Agreement are committed to compliance with the Privacy, Security, Breach Notification, Standard Transactions and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations at 45 C.F.R. Parts 160 to 164 ("HIPAA Regulations") and any current and future regulations promulgated under HIPAA or the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act");

WHEREAS, Client is authorized to enter into this agreement on behalf of Plan;

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to maintain the privacy and security of PHI as set forth herein:

### **ARTICLE 1. DEFINITIONS**

"Breach" means the acquisition, access, use or disclosure of protected health information which compromises the privacy or security of such information as determined by the HIPAA Regulations.

"Data Aggregation" means the combining of Protected Health Information created or received by Lockton in its capacity as a business associate of the Plan with the Protected Health Information received by Lockton in its capacity as a business associate of another covered entity to permit data analyses that relate to the health care operations of the respective covered entities.



"Designated Record Set" means a group of records maintained for the Plan that is (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) Used, in whole or in part, by or for the Plan to make decisions about individuals. For the purposes of this definition, "record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, Used, or disseminated by or for the Plan.

"Disclose" or "Disclosure" means release, transfer, provision of access to, or

divulging in another manner, of information outside the entity holding the information.

"Electronic Media" means (i) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card, or (ii) transmission media Used to exchange information already in electronic storage media. For the purposes of this definition, "transmission media" include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dialup lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

"<u>Electronic PHI</u>" means individually identifiable health information that is transmitted by or maintained in Electronic Media.

"Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in

accordance with 45 C.F.R. 164.502(g).

<u>"InfoLock® Services"</u> means the performance of data analytic consulting services for the Client, including but not limited to: medical and pharmacy claims, Health Risk Assessment and biometric screening information to identify possible trends in chronic disease, high-cost claims, and utilization patterns.

<u>"Pharmacy Analytics Services"</u> means the performance of consulting services for the Client, including but not limited to: data modeling, benchmarking, auditing, marketing of the program or Requests for Proposals (RFP), diagnostic analysis, reporting and related pharmacy financial and clinical information consulting services.

<u>"Privacy Rule"</u> means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E.



"Protected Health Information" or "PHI" means information that is created or received by Lockton from or on behalf of the Plan and is information about an individual, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be Used to identify the individual. PHI does not include individually identifiable health information in: (i) education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. 1232g; and (ii) records described at 20 U.S.C. 1232g(a)(4)(B)(iv). PHI also does not include individually identifiable health information by an entity in its role as an employer.

"Required By Law" means a mandate contained in law that compels a covered entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required By Law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

"Secretary" means the Secretary of Health and Human Services (HHS) or any

other officer or employee of HHS to whom the authority involved has been delegated.

"<u>Security Incident</u>" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an information system. Inconsequential incidents that occur on a daily basis, such as scans or pings on Lockton's networks or servers containing electronic PHI, shall not be considered a Security Incident subject to reporting, unless so required by the Privacy Rule.

<u>"Security Rule"</u> means the Security Standards and Implementation Specifications at 45 C.F.R. Parts 160 and 164, Subparts A and C.

<u>"Standards for Electronic Transactions Rule"</u> means the final regulations issued by Health and Human Services concerning standard transactions and code sets under the Administrative Simplification provisions of HIPAA, 45 C.F.R. Parts 160 and 162.



<u>"Unsecured PHI</u>" means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

"<u>Use</u>" means the sharing, employment, application, utilization, examination, or analysis of information.

All terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules-

#### ARTICLE 2. OBLIGATIONS AND ACTIVITIES OF LOCKTON

2.1 Lockton agrees to not Use or further Disclose PHI other than as permitted or required by this Agreement or as Required By Law.

**2.2** Lockton agrees to use appropriate safeguards to prevent the Use or Disclosure of the PHI other than as provided for by this Agreement.

2.3 Lockton agrees to implement administrative, physical, and technical safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI.

2.4 Lockton agrees to notify the Plan of any Security Incident or Use or Disclosure of PHI not permitted by this Agreement of which Lockton is aware, including any Breach of Unsecured PHI as required by 45 C.F.R. 164.410. Such notice shall be provided within three (3) business days and shall include, to the extent possible, information that is required to be included in notification to the individual under 45 C.F.R. 164.404.

**2.4.1** Lockton and Plan agree that unsuccessful attempts at unauthorized access or system interference occur frequently and that there is no significant benefit for data security from requiring the documentation and reporting of such unsuccessful intrusion attempts. In addition, both parties agree that the cost of documenting and reporting such unsuccessful attempts as they occur would outweigh any potential benefit gained from reporting them. Consequently, both Lockton and Plan agree that this Agreement shall constitute the documentation, notice and written report of such unsuccessful attempts at unauthorized access or system interference as required above and by 45 C.F.R. Part 164, Subpart C and that no further notice or report of such attempts will be required. By way of example (and not limitation in any way), the Parties consider the following to be illustrative (but not exhaustive) of unsuccessful Security Incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of e-PHI or interference with an information system:



- 1. Pings on a Party's firewall,
- 2. Port scans,
- 3. Attempts to log on to a system or enter a database with an invalid password or username,
- 4. Denial-of-service attacks that do not result in a server being taken off-line, and
- 5. Malware (e.g., worms, viruses).

Otherwise, Lockton will document as required by 45 C.F.R. Part 164, Subpart C and report to Plan (i) any successful unauthorized access, use, disclosure, modification, or destruction of Plan's Electronic Protected Health Information of which Lockton becomes aware, or (ii) any successful unauthorized interference with system operations in Lockton's Information System containing Plan's Electronic Protected Health Information of which Lockton becomes aware. Such reports will be provided within ten (10) business days of when Lockton becomes aware of the incident.

2.5 Lockton may disclose PHI to subcontractors, vendors and/or other third parties, including affiliates of Lockton, to the extent necessary to perform the Services. To the extent any subcontractor, vendor and/or other third party creates, receives, maintains or transmits PHI of the Plan on behalf of Lockton, Lockton agrees to ensure that any such subcontractor, vendor and/or other third party agrees in writing to the same restrictions and conditions that apply to Lockton with respect to such PHI.

2.6 To the extent any affiliate of Lockton creates, receives, maintains or transmits PHI of Plan to provide Services to Client pursuant to this Agreement, Lockton agrees to ensure that such affiliate agrees in writing to the same restrictions and conditions that apply to Lockton with respect to such PHI.

2.7 At the request of the Plan, Lockton agrees to provide access to PHI in a Designated Record Set, as directed to an Individual in order to meet the Plan's obligations under 45 C.F.R. 164.524.

**2.8** Lockton agrees to make any amendment(s) to PHI in a Designated Record Set as directed by or agreed to by Plan and to take any other measures necessary to satisfy the Plan's obligations pursuant to 45 C.F.R. 164.526.

2.9 Lockton agrees to make internal practices, books, and records, relating to the Use and Disclosure of PHI received from, or created or received by Lockton on behalf of, the Plan available to the Secretary, in a time and manner mutually agreed upon by Lockton and the Plan or as designated by the Secretary, for purposes of the Secretary determining the Plan's compliance with HIPAA.

**2.10** Lockton agrees to document such Disclosures of PHI and, provide such information to Plan as would be required for the Plan to respond to a request by an individual for an Accounting of Disclosures of PHI in accordance with 45 C.F.R. 164.528.



2.11 To the extent Lockton is to carry out one or more of Plan's obligations with respect to HIPAA, Lockton will comply with the requirements of HIPAA in the performance of such obligations.

#### ARTICLE 3. PERMITTED USES AND DISCLOSURES BY LOCKTON

Lockton will Use or Disclose PHI including, without limitation, claim, eligibility, financial and other data received from, or created or received on behalf of Plan consistent with the minimum necessary requirements applicable to Plan set forth in 45 C.F.R. 164.514(d) and only:

**3.1** As permitted or required by this Agreement or applicable law, or to perform Services on behalf of Client and Plan as described in this Agreement, but not in such a manner that would violate HIPAA.

**3.2** For the proper management and administration of Lockton or to carry out the responsibilities of Lockton, provided that Lockton will only Disclose PHI pursuant to this Paragraph 3.2 where such Disclosure is Required By Law or Lockton obtains reasonable assurances from the person to whom the PHI is Disclosed that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person notifies Lockton of any instances of which it is aware in which the confidentiality of the information is breached;

**3.3** To create de-identified information in compliance with 45 C.F.R. 164.514(a)-(c). Once PHI has been de-identified, it shall no longer be considered PHI and shall not be subject to the confidentiality obligations or restrictions on Disclosure set forth in this Agreement;

**3.4** To provide Data Aggregation Services on behalf of the Plan, including, without limitation, Disclosure of PHI to subcontractors, vendors and/or other third parties, as may be necessary to allow Lockton to perform the Services; to Use and store PHI in a benchmark database; and to Disclose de-identified and disassociated data for population benchmarking and normative reporting purposes.

**3.5** To Use PHI to report violations of law to appropriate Federal and State authorities consistent with the Privacy Rule;

3.6 As Required by Law.

### ARTICLE 4. OBLIGATIONS OF CLIENT

4.1 Client shall make all necessary amendments to Plan documents to permit Use and Disclosure of PHI by Lockton as described in this Agreement.



**4.2** Client shall provide Lockton with a list of person(s) ("Designee") who perform functions for the Plan or for the Client as Plan Sponsor to whom it is permissible for Lockton to Disclose PHI. To the extent Client has limited the amount of PHI that may be Disclosed to a Designee, Client shall notify Lockton of such limitation. Client shall immediately notify Lockton of any changes in a Designee or the extent of PHI that may be disclosed to a Designee.

**4.3** Client shall provide Lockton with the Plan's notice of privacy practices, as well as any changes to such notice. Client shall ensure that such notice of privacy practices permits the Use and Disclosure of PHI by Lockton as described in this Agreement.

4.4 Client will provide necessary authorization or instruction to the administrator of the Plan to facilitate the release of PHI to Lockton.

4.5 Client shall provide Lockton with any changes in, or revocation of, permission by an individual to Use or Disclose PHI, if such changes affect Lockton's Use or Disclosure of PHI under this Agreement.

**4.6** Client shall notify Lockton of any restriction to the Use or Disclosure of PHI that the Client has agreed to on behalf of the Plan in accordance with 45 C.F.R. 164.522.

4.7 Client shall not request Lockton Use or Disclose PHI in any manner that would not be permissible under HIPAA if done by the Plan.

**4.8** Client will not Use or Disclose any information received from Lockton for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of Client.

#### ARTICLE 5. TERM AND TERMINATION OF THE AGREEMENT

5.1 Term. This Agreement shall be effective as of the Effective Date. This Agreement shall continue until all of the PHI provided by the Plan to Lockton, or created or received by Lockton on behalf of the Plan, is destroyed or returned to the Plan, unless otherwise terminated as described in Paragraph 5.2.

5.2 Termination for Cause. If Lockton violates any material term of this Agreement, the Client shall provide an opportunity for Lockton to cure the breach or end the violation. If Lockton does not cure the breach or end the violation within a reasonable time period or if cure is not possible, Client may immediately terminate this Agreement.

#### 5.3 Effect of Termination.

(A) Upon termination of this Agreement, Lockton shall, if feasible, return or destroy all PHI received from the Plan, or created or received by Lockton on behalf of the Plan. This provision shall also apply to PHI that is in the possession of subcontractors, vendors and/or other third parties engaged by Lockton to assist in the provision of Services. Lockton shall retain PHI only as described in Subparagraph (B) below.



(B) Lockton shall retain only that PHI for which return or destruction is infeasible or retention is necessary for Lockton to continue its proper management and administration or to carry out its legal responsibilities. Lockton shall continue to use appropriate safeguards, comply with HIPAA, and adhere to the terms of this Agreement with respect to PHI for as long as Lockton retains the PHI.

#### ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 **Regulatory Reference**. A reference in this Agreement to a section in HIPAA or to a section of the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

6.2 Amendment. The Client and Lockton agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of HIPAA, including the provisions of HITECH. This Agreement may be amended by the Client and Lockton by the express mutual written agreement of both parties. This Agreement contains the entire Business Associate Agreement between the parties and supersedes all other understandings and agreements, oral or written, between the parties regarding privacy of PHI.

6.3 Survival. The respective rights and obligations of Lockton under Paragraph 5.3 of this Agreement shall survive the termination of this Agreement.

6.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Plan and Lockton to comply with HIPAA. When a section of the Agreement calls for Lockton to respond to a request from the Plan in conjunction with a regulation specifically cited in the section, Lockton may rely on the Plan's request as verification by the Plan that the request is made in compliance with the regulation. Lockton is not responsible for confirming that the Plan's request is made in compliance with the specific regulation.

6.5 Indemnification. Each party to this Agreement will indemnify the other and hold it harmless against any loss, cost, damage, claim or expense (including reasonable attorney's fees) arising from the party's improper Use and/or Disclosure of PHI through negligence or intentional wrongdoing or from breach of this Agreement.

6.6 Governing Law. This Agreement shall be governed by HIPAA and, where not covered by HIPAA or other federal law, the laws of the State of Missouri.

6.7 Terms. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine. Headings or titles of sections are for general information only and this Agreement shall not be construed by reference to such titles.

6.8 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. If any provision of this



Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provision had not been included.

· . · . .

6.9 Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Lockton, or the Client and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

This Agreement is executed and effective on the Effective Date first written above.

# CITY OF BELLEVUE, NEBRASKA



8/20/19

COUNCIL MEETING DATE:	8-20-19	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	
SUBMITTED BY:		ORDINANCE	PUBLIC HEARING REQUIRED
Jim Ristow		RESOLUTION	PUBLIC HEARING REQUIRED
		CURRENT BUSINESS	PUBLIC HEARING REQUIRED
		CONSENT	
		OTHER (SEE CLERK)	

SUBJECT:

Interlocal agreement for IT services with Sarpy County.

SYNOPSIS:

Renew an interlocal agreement with Sarpy County to provide for IT and additional management system services for an additional 3 years.

BACKGROUND

The City currently has an interlocal agreement for services which expires 9/30/19. This Interlocal renews the services and terms for an additional 3 years with Sarpy County.

FISCAL IMPACT:	\$119,184	BUDGETED FUNDS? Yes	GRANT/MATCHING FUNDS?
\$119,184 for	r 2019-2020		

#### TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT?	No:465	COUNTER-PARTY	SARPY COUNTY		INTERLO	NHA YES
CONTRACT DESCRIPTION:						
CONTRACT EFFECTIVE D	ATE: 10/1/201	CONTR	RACT TERM: 3YEARS	CONTRA	CT END DATE:	9/30/2022
PROJECT NAME:	SARPY COU.	NTY IT SI	UPPORT			
START DATE:	Ε	ND DATE:	PAYMENT DATE:		INSURA	NCE REQUIRED
CIP PROJECT NAME:			CIP PROJECT NUMBER:			
MAPA NAME(S):			MAPA NUMBER(S):			
STREET DISTRICT NAME	E(S):		STREET DISTRICT NUMBER	k(S):		
ACCOUNTING DISTRIBUTION	ON CODE:		ACCOUNT	UMBER:		

#### **RECOMMENDATION:**

Approve the Interlocal Cooperation Agreement between the City and Sarpy County for IT support services and public safety records management support services.

ATTACHMENTS:

- Interlocal Agreement & attachments
   Memorandum
- 3

	5	
	6	
-		
Du	11.	



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

AD.	ed Roblins	
D.D.	akalis	
Xt.	GIL	
OM	and the	

4

# Sarpy County Information Systems

1210 Golden Gate Dr #1128 Papillion, NE 68046 402-593-1569

www.sarpy.com



Mark L. WaltersDirectorPJ BiodrowskiInfoSec/IT Operations ManagerEric HerbertGIS CoordinatorBernie MeyerApplications ManagerJohn PrincePublic Safety I.T. Manager

# MEMORANDUM

То:	Jim Ristow, Bellevue City Administrator
From:	Mark L. Walters, Sarpy County Information Systems Director
Subject:	Interlocal Agreement for I.T. Services and Public Safety Software
Date:	July 17, 2019

Sarpy County Information Systems (SCIS) is proposing a new Interlocal agreement for I.T. Services and Public Safety Software for a three (3) year period. The current agreement will expire on September 30, 2019. The new agreement will allow for adjustments annually to the Public Safety Software cost sharing yet allow a longer agreement to be in place.

With only nine (9) months to estimate contract usage of the I.T. services, see the "Current Usage 2018-19" showing the current agreement utilization (page 2). SCIS is recommending the number of hours be reduced by 100 hours from 1,150 to 1,050. See chart "Historical Usage 2015-2019" on page 2. This will leave the City a 10% cushion above the estimated average usage over four (4) years, 905 hours.

SCIS is aware of two projects that will require hours in the next year; implementing the new ProPhoenix Law Records Management System and creation of a I.T. Security Policy for the City.

The current hourly reimbursement rate (FY19) is \$85 per hour and will increase by 4% to \$88.40 for 2019-2020 (FY20), after that the rate will increase at 4% for year 2 and year 3 of the agreement. The 2019-20 Public Safety Software costs are reflected in all three (3) years but may vary in the second and third years as costs and distribution (authorized sworn strength) changes occur with the various law agencies.

Year (Oct 1-Sep 30)	Hours	Hourly Rate	l.T. Services	Public Safety Software	Total
2019-20	1,050	\$88.40	\$92,820	\$26,364	\$119,184
2020-21	1,050	\$91.94	\$96,533	\$26,364*	\$122,897
2021-22	1,050	\$95.61	\$100,394	\$26,364*	\$126,758

\*-2019-20 cost used for estimate

Historical Usage 2015-19			
Year (Oct 1 - Sep 30)	Annual Hours	Avg Hours (Mo.)	
2015-16	763	63.58	
2016-17	934	77.83	
2017-18	958	79.83	
2018-19*	963	80.25	
Averages	905	75.38	

\*- 9 months with 3 months estimated with current year monthly average.

<b>Current Utilization 2018-19</b>		
ltem	Value	
Hours Used	722	
Monthly Average	80.22	
Estimated Annual Usage*	963	
Contract Limit	1150	
Underutilization	187	

\*- 9 months with 3 months estimated

Interlocal amounts being purposed for each agency:

Agency	I.T. Services	Records Mgmt	Total
Bellevue	\$92,820	\$26,364	\$119,184
La Vista	\$41,990	\$6,425	\$48,415
Papillion	\$83,980	\$17,869	\$101,849
Sheriff		\$15,285	\$15,285

Please see the revised Interlocal agreement with the attachment C with the current Public Safety Software breakdown costs.

If you have any questions or need any clarification please contact me.

#### **INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County") and City of Bellevue, located in Sarpy County, State of Nebraska (hereinafter "City"), pursuant to the authority granted to the parties under Neb. Rev. Stat. § 13-801, *et seq.* 

WHEREAS, County is a duly existing body politic and corporate, created by the laws of the State of Nebraska; and,

WHEREAS, the City wishes to utilize the resources of the County's Information Systems Department and to fairly compensate the County for the expense of said services; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.*, the Parties wish to permit their local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND FOREGOING, IT IS AGREED:

A. **<u>DUTIES OF COUNTY:</u>** County will, in consideration of the above:

1. Provide certain Information Technology Support Services and Public Safety Records Management Systems Support Services to the City, as further outlined in the Statement of Works and Service Level Agreements, attached hereto and hereby incorporated by this reference as "Attachment A" and "Attachment B" respectively.

- 2. Provide City with monthly reports detailing activities performed by County during subsequent months under the terms of this agreement.
- 3. Keep all City data and information confidential, unless required to disclose said data or information pursuant to a court order or law.
- 4. Provide all Administrative Passwords in a sealed envelope upon request of the City. City will be notified when Administrative Passwords have been changed. City will immediately notify Sarpy County Information Systems if the sealed envelope is opened.
- Maintain Cyber Security Insurance in the amount of at least three million dollars (\$3,000,000).

### B. DUTIES OF CITY:

1. City shall compensate the County for Information Technology Support Services in the amount of \$92,820.00 for Fiscal Year (FY) 2019. Said compensation represents 1,050 hours of Information Technology Support Services. Should the City exceed 1,050 hours of Information Technology Support Services, the City shall compensate the County at the rate of \$88.40 per hour during FY 2019. In the event that this Agreement is terminated prior to the end of its term, City's obligation to pay County shall be limited to an amount prorated for services described in this subsection. The hourly reimbursement rate for Information Technology Support Services shall increase by 4% in FY 2020 to a rate of \$91.94 per hour for a total annual amount of \$96,532.80, and again by 4% in FY 2021 to a rate of \$95.61 per hour for a total annual amount of \$100,394.11. Should the City exceed 1,050 hours of Information Technology Support Services in FY 2020 and FY 2021, the hourly rate shall be applied based on the 4% increase for the respective year.

- 2. City shall compensate the County for Public Safety Records Management Systems Support Services in the amount of \$26,364.00 annually. Said costs are detailed in the document attached hereto and hereby incorporated by this reference as "Attachment C." In the event that this Agreement is terminated prior to the end of its term, City shall be obligated to pay in full for the services described in this subsection. The Public Safety Records Management Systems Support Services rates shall be determined on May 1 of each year by dividing the total number of City's then fiscally authorized sworn law enforcement personnel by the sum total of then fiscally sworn law enforcement personnel of the City of Bellevue, City of Papillion, City of La Vista, and Sarpy County, and actual usage of license and storage.
- 3. For the services and compensation described in Sections B.1. and B.2. (above), City shall pay the County a total of \$119,184.00 in FY 2019 in four (4) equal quarterly installments (three months), with the first payment due October 1, 2019, and with subsequent payments at three (3) month intervals thereafter. City shall pay the County a total of \$122,896.80 in FY 2020 in four (4) equal quarterly installments (three months), with the first payment due October 1, 2020, and with

subsequent payments at three (3) month intervals thereafter. City shall pay the County a total of \$126,758.11 in FY 2021 in four (4) equal quarterly installments (three months), with the first payment due October 1, 2021, and with subsequent payments at three (3) month intervals thereafter.

- 4. City shall also be responsible for the cost of any parts or hardware necessary, including the cost of shipping. In the event County uses parts or hardware in the County's inventory on the City's system, City shall reimburse County for the cost to County to replace said parts or hardware, or the original cost to County for the purchase of said parts or hardware, whichever is greater, within sixty (60) days. The County may utilize vendor accounts setup by the City with the City's permission to purchase replacement parts as required.
- 5. City will grant to County such access to the City's facilities and network resources as needed for the County to perform its duties as described herein.
- C. **EXCLUSION OF OTHER AGREEMENTS**: The terms of this agreement do not release either party from their respective obligations in any previous agreements between the parties.
- D. <u>COMPLIANCE WITH LAWS</u>: City and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this Agreement.
- E. **INSURANCE AND HOLD HARMILESS CLAUSE:** Each party hereby warrants it is adequately insured for the activities and the period of this Agreement. Each party shall and does hereby save the other party, and its officers, employees, agents, contractors

and subcontractors harmless from any and all claims and/or liability whatsoever due to or arising out of its acts, conduct, omissions, or negligence to any other person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof.

- F. **TERM OF AGREEMENT AND CHANGES HERETO:** This Agreement is effective from October 1, 2019 through September 30, 2022 but may be terminated by either party upon 120 days' notice. This Agreement states the complete understanding of the parties, and may not be amended except by written agreement of the parties. Notice to parties shall be given in writing to the individuals shown below:
- COUNTY: Ms. Deb Houghtaling Sarpy County Clerk 1210 Golden Gate Drive Papillion, NE 68046
- CITY: Bellevue City Clerk 1500 Wall Street Bellevue, NE 68005
- G. <u>AUTHORITY TO ACT</u>: Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this Agreement, and the rights, duties, and obligations hereunder. Each party further represents and warrants that each has the power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the contemplated transactions.
- H. <u>NEITHER PARTY AGENT FOR THE OTHER</u>: Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent contractor, and neither party is nor will become the employee of the other as a result of the contractual relationship created by this

Agreement. Furthermore, County and City will separately administer their respective rights and responsibilities under this Agreement, there being no joint or cooperative body created for the financing, operating, or management of the same. This Agreement does not constitute a joint venture between the parties.

[The remainder of this page is intentionally blank]

**CITY OF BELLEVUE, NEBRASKA** A Body Politic and Corporate.

Mayor

(SEAL) ATTEST:

City Clerk

# **COUNTY OF SARPY, NEBRASKA,** A Body Politic and Corporate.

Chairman, Board of Commissioners of Sarpy County

(SEAL) ATTEST:

Sarpy County Clerk

Approved as to form:

Deputy Sarpy County Attorney

# Attachment A

# Sarpy County Information Systems Technical Support Statement of Work and Service Level Agreement

# Section I: Technical Support Information

## County Work Days (normal working hours)

Sarpy County Information Systems (SCIS) will provide technical support and contact via an Omaha Metro Area local phone number (Help Desk) that is always answered between the hours of 7:30 a.m. and 5:00 p.m. Central Time (CT) on all County work days. County Holidays are defined below; any defined date holiday that falls on Saturday will be observed on the preceding Friday, and any defined date holiday that falls on that falls on Sunday will be observed on the following Monday.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November

# County Holidays that do not coincide with City Holidays Support

SCIS will work with the City to provide technical support on County Holidays that do not coincide with City Holidays. SCIS will try to resolve any non-urgent (level 3 and 4 on Severity Level Chart, Appendix #1) issue via phone and provide on-site service on urgent issues (level 1 and 2 on Severity Level Chart, Appendix #1).

# Weekend and after Normal Working Hours Support

SCIS will provide telephone support on weekends and after normal working hours (see County Work Days above). SCIS will try to resolve any non-urgent (level 3 and 4 on Severity Level Chart, Appendix #1) issue via phone and provide on-site service on urgent (level 1 and 2 on Severity Level Chart, Appendix #1) issues. SCIS will work scheduled events after hours or on weekends when needed. An example of a scheduled event would be to upgrade a server or network device.

## Support Response Time

SCIS will typically respond to a support call immediately (via Help Desk) but may require (1) hour for initial contact. If the support requires on-site response, SCIS will be on-site within three (3) hours or at a mutually agreed scheduled time. Initial contact may consist of a phone call, email, or face-to-face response.

## Support Reporting

SCIS will provide the City a monthly detailed report containing a description and the amount of time for each incident. This report will be emailed to the designated City employee(s) by the 10<sup>th</sup> day of the following month the report is for. SCIS will also provide monthly an annual summary report indicating the number of incidents and the total amount of time provided by SCIS.

SCIS will provide in the monthly report an indicator for when warranty work was performed on hardware.

# Section II: Technical Equipment Inventory

SCIS will maintain an inventory of all technical equipment for the City. SCIS will also affix City provided asset tags if requested. SCIS will provide the City a copy of the Inventory quarterly (every three months) for review.

Personal computers, laptops, and server inventory information maintained by SCIS will be: manufacturer, hard-drive capacity, amount of memory (RAM), model, CPU type and speed, serial #, asset tag #, Installed licensed software, purchase price, date purchased, warranty expiration, location, etc.

Other technical equipment inventory information maintained by SCIS will be specific by device type but will be similar to what is kept for personal computers (above).

SCIS will relocate/move technical equipment as needed or requested. This helps ensure that equipment is handled appropriately and that inventory records can be updated.

# Section III: Technical Equipment Diagnosis and Repair

## Personal Computers, laptops, notebooks, and servers

## Warrantied items

- Provide hardware diagnosis and repair.
- Contact vendor and have failed warrantied part(s) shipped.
- Replace part(s) and ship failed part(s) to vendor. (City/Vendor responsible for shipping) Non-Warrantied items

- Provide diagnosis and provide City with estimate to repair/replace.
- Order and repair/replace item. (City responsible for replacement item)

## Printers, plotters, and scanners

- Assess inoperable printers and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

## Network Equipment

- Configure hubs, switches, and routers.
- Provide hardware diagnosis and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

## Other technical Equipment

- Assess inoperable devices and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

# Section IV: Software

SCIS will:

- Maintain an inventory of all software licenses.
- Provide written recommendations on PC/Server software with justification and estimated cost.
- Perform software installation.
- Ensure Server Operating Systems are properly patched/updated as needed.
- Work with individual departments on the use and implementation of various custom software packages.

# Section V: Technical Training

SCIS will make available technical training for city employees.

Sarpy County currently has a Technical Training Contract and a facility with up to ten workstations for training on various PC software. The classes are usually 3 hours in length and are scheduled from 9:00-noon or 1:00-4:00. The various software packages include the Microsoft Office Suite of products (Word, Excel, Outlook, PowerPoint, and Access), Crystal Reports, iPad, and the Windows Explorer.

# Section VI: Consulting

SCIS staff will be made available (if requested):

- To review and/or make recommendations for various Information Technology projects that the City may consider or undertake.
- Attend various meetings as needed, including City Council meetings.
- To act as a liaison between technology vendors and the City.
- To recommend technology vendors or products for the City.
- Assist in budget recommendations and/or planning.

SCIS will attempt to provide the same individual(s) to ensure cohesion on projects.

# Section VII: Budget Recommendations

SCIS staff will provide the City, by May 1<sup>st</sup> of each calendar year (or agreed upon date), a detailed assessment of the current I.T. infrastructure and make recommendation(s) to meet the City's goals for the next budget cycle.

# Section VIII: Security

SCIS currently has a Information Security Analyst on staff. The Information Security Analyst or his assignee will be made available to address security concerns/incidents.

SCIS will also work with the City to provide "End User Security Awareness" Training.

SCIS will make various recommendations to the City to aid in securing the City's I.T. assets and data.

# Section IX: Miscellaneous

It is the goal of SCIS to provide the City with the best possible technical support, while simplifying payment with a annual price to cover the Interlocal agreement. If the City appears to be nearing the limit of agreement, SCIS will notify the City. Additional work exceeding the hours in the agreement will be billed at same rate per hour as indicated in the Interlocal Agreement and will

be tracked in increments of 1/4 hour (15 minutes) billed on a monthly basis.

SCIS will work with the City to obtain pricing for software and hardware through various governments contracts available. SCIS will provide quotes through various sources to provide the City with the best possible pricing.

SCIS will maintain an accurate network diagram for the City.

# Section X: Exclusions

This agreement does not include GIS services or software programming/development.

Any research or discovery from backups and/or archives of email is excluded from this agreement. SCIS will respond to such a request with a detailed estimate of the work and materials required to perform such request. The City may then request that such work be performed. SCIS will perform such work and submit a detailed invoice stating the type of work and the number of hours. Payment is due NET 30. Pricing for hourly work by SCIS staff will be the same rate per hour as the hourly rate indicated in the Interlocal Agreement.

# **Severity Level Definitions**

# Appendix #1

Level	Description	Scope	Example
1 (high)	A major outage, performance degradation, or instability causing significant impact to the City.	Many/Most staff unable to function Mission Critical System Down Mission Critical Application Down Mission Critical Server/Circuit Down	Email Server Down Internet not working Server unreachable
2	Large number of staff impacted. Entire office, department or building is experiencing a problem. Small number of staff unable to use a mission critical application.	Multiple staff unable to function Major Performance Issues Multiple staff utilizing contingencies	Network Switch out Phone issues WAN down
3	Individual unable to use non- mission critical application(s). Individual can work with minimal impact to their productivity.	Individual having difficulty, but basically operational. Individual unable to carry out their tasks.	Issue with Software One of two monitors fail Recover a document/file
4 (low)	Individual request or problem that does not impact business.	Individual needs information Install, Move, Add, Change something Simple question or problem Needs a "How to" answer Procedural question	Change font size Find a file, change name

# Attachment B

# Public Safety Records Management Systems and Infrastructure

# Statement of Work / Service Level Agreement

- **1.** Sarpy County will remit payment to various vendors and service providers for the continuous service of :
  - a. Zoll Data Fire Records Management System (via Motorola)
  - b. Motorola Premier Mobile Data Computer Client Software
  - c. Motorola Premier Mobile Data Computer Hosting (via Douglas County)
  - d. Netmotion Software
- 2. Sarpy County will provide the infrastructure and resources to operate and support the:
  - a. Fire Records Management System
  - b. Electronic Patient Care Reporting System (Zoll Data)
  - c. Netmotion Server to support Netmotion Clients
- 3. Sarpy County will provide redundancy for the systems:
  - a. <u>Warm Site.</u> Sarpy County will provide a warm site for Hosted Services and Storage that will be maintained at an alternate location (not at the Courthouse).
  - b. <u>Warm Site Response Time.</u> Warm Site startup may take up to 4 hours.
- 4. Sarpy County will provide backup, file recovery, and disaster recovery:
  - a. <u>Online Backup.</u> Sarpy County will store a backup off-site, generally secured in a cloud-based solution.
  - b. <u>File Recovery.</u> Sarpy County will provide for File Recovery for the City for Public Records Management System related files on Sarpy County hosted systems.
  - c. <u>Disaster Recovery</u>. Sarpy County will work to restore services in the event of disaster. Recovery may take up to 24 hours.

- 5. Sarpy County will provide data connectivity:
  - a. Sarpy County will provide fiber service to each City.
  - b. Communications services are reliant on a third party to maintain, Sarpy County cannot control the connectivity up-time or recovery time on a failure. Current communications contracts with fiber service provider states that service should be recovered within 8 hours.

For all Infrastructure (Hosted Services) Cost the pricing matrix in HSP-Table-1 is used.

HSP-Table-1	Drising (Monthly)	2010 Drising
Item	Pricing (Monthly)	2018 Pricing Cost
СРИ	Core	\$25.00
Memory	GB	\$3.00
Storage	GB	\$0.30
Bandwidth	Fiber	\$100.00
Backup/Replication*	GB	\$0.15

Support will continue to be provided by Sarpy County Information Systems staff but each support call will be logged by Agency and Product to ensure that support hours are being accounted for under the appropriate City Interlocal Agreement. Below are the FY20 Software Maintenance Costs - these costs do **NOT** include infrastructure costs (Storage, Servers, CPU, Backup).

Due/Expiration Dates for Software Licensing					
ltem	Date	Amount			
LRMS (Motorola)	N/A	0			
PMDC Client Software (Motorola)	Oct 1, 2019	\$37,842			
Netmotion Client Software (Netmotion)	Aug 1, 2019	\$5,866			
PMDC Hosting (Douglas Co.)	Jul 1, 2019	\$5,600			
FRMS (Zoll Data, through Motorola)	Oct 1, 2019	\$10,939			

# **Expenditures by Agency**

Note: FRMS/ePCR costs are equally divided between Bellevue and Papillion (see page 6).

	City of Bellevue						
Dept.	PMDC (Software)	PMDC (Netmotion)	LRMS FRMS/ePCR		Total		
FD	\$4,259	\$582		\$6,015	\$10,856		
PD	\$12,493	\$1,704	\$1,311		\$15,508		
	\$16,752	\$2,286	\$1,311	\$6,015	\$26,364		
		City of Pa	apillion				
Dept.	PMDC (Software)	PMDC (Netmotion)	LRMS	FRMS/ePCR	Total		
FD	\$3,407	\$748	\$6,015		\$10,170		
PD	\$6,247	\$831	\$621		\$7,699		
	\$9,654	\$1,579	\$621	\$6,015	\$17,869		
		City of L	a Vista				
Dept.	PMDC (Software)	PMDC (Netmotion)	LRMS	FRMS/ePCR	Total		
PD	\$5,111	\$790	\$524		\$6,425		
	\$5,111	\$790	\$524	\$0	\$6,425		
Sarpy County Sheriff							
Dept.	PMDC (Software)	PMDC (Netmotion)	LRMS	FRMS/ePCR	Total		
SCSO	\$11,925	\$1,745	\$1,615	\$0	\$15,285		
	\$11,925	\$1,745	\$1,615	\$0	\$15,285		

# LRMS Software with Infrastructure Costs

LRMS-Table-1 shows the cost of the software maintenance and the cost of the Server, Storage, and backup resources (Infrastructure Costs) to operate the LRMS product in the Sarpy County hosted environment.

_RMS-Table-1						
LRMS (FY19 Expenditures)						
Item Annual Description						
LRMS – Software Maintenance	\$0	Software End-of-Life is 08/31/2018				
LRMS – Database Storage	\$450	125 GB				
LRMS – Hardware (Hosted @ Sarpy)	\$2,712	4 CPU x 4GB x 380GB				
LRMS - Backup/Remote Backup	\$909	380 + 125 = 505GB				
	\$4,071	TOTAL LRMS				

LRMS-Table-2 shows what the above costs of the software and infrastructure costs will be if

LRMS-Table-2

LRMS Expenditure by Agency (May 2019 Sworn)									
Law Agency Sworn LRMS Total Agency % Total									
Bellevue PD 95 \$4,071 32.20% \$1									
Papillion PD 45 \$4,071 15.25% \$									
La Vista PD 38 \$4,071 12.88% \$55									
Sarpy County Sheriff 117 \$4,071 39.66% \$1,615									
Totals	295		100.00%	\$4,071					

distribution was done by each agency by sworn officer count.

# PMDC and Netmotion with Infrastructure Costs

PMDC-Table-1 are the estimated FY 18 expenditures for the MDC infrastructure. PMDC-Table-2 and PMDC-Table-3 breakdown the PMDC and Netmotion expenditures by Agency and Department. Not all MDC units are utilizing Netmotion for communication so there are differences in totals.

#### PMDC-Table-1

Premier Mobile Data Computer (FY19 Est. Expenditures)							
ltem	Annual	Description					
PMDC Software Maintenance	\$37,842	Premier Mobile Data Computer maintenance agreement for Mobile Data Computers in Law Enforcement vehicles and Fire/EMS apparatus					
PMDC Message Switch Maintenance	\$5,600	Sarpy has MOU with Douglas County Sheriff, Omaha Fire Dept. We share the cost of the PMDC Message Switch Server License.					
PMDC TOTAL	\$43,442						
Netmotion Software Maintenance	\$5,866	Used by all Sarpy Public Safety units with MDC. Software manages the communications.					
Netmotion Hardware (Hosted at Sarpy)	1 CPU x 4GB x 35GB						
Netmotion TOTAL	\$6,400						
Total Both (FY18)							

PMDC-Table-2

Premier Mobile Data Computer Licensing (PMDC)								
Agency	#	%	Cost	Share				
Bellevue Fire	15	9.80%	\$43,442	\$4,259				
Bellevue PD	44	28.76%	\$43,442	\$12,493				
La Vista PD	18	11.76%	\$43,442	\$5,111				
Papillion Fire	12	7.84%	\$43,442	\$3,407				
Papillion PD	22	14.38%	\$43,442	\$6,247				
Sarpy County Sheriff	42	27.45%	\$43,442	\$11,925				
Totals	153			\$43,442				
				+ 10/11				

PMDC-Table-3

Premier Mobile Data Computer Licensing (NetMotion)								
Agency	NetMotion	%	Cost	Share				
Bellevue Fire	14	9.09%	\$6,400	\$582				
Papillion Fire	18	11.69%	\$6,400	\$748				
Bellevue PD	41	26.62%	\$6,400	\$1,704				
La Vista PD	19	12.34%	\$6,400	\$790				
Papillion PD	20	12.99%	\$6,400	\$831				
Sarpy County Sheriff	42	27.27%	\$6,400	\$1,745				
Totals	154	100.00%		\$6,400				

# FRMS and ePCR with Infrastructure Costs

Currently only Bellevue Fire (BFD) and Papillion Fire (PFD) utilize the FRMS product. ePCR software maintenance costs and licenses are currently being handled and managed by BFD and PFD. Sarpy County hosts both the FRMS and ePCR systems on the County's infrastructure.

#### **Proposed Costs**

Bellevue Fire and Papillion Fire should share the maintenance and hardware hosting costs for the FRMS and ePCR systems. The table below (FRMS-Table-1) shows the expected future costs for the software maintenance and Sarpy County hosting services for these systems.

FRMS and ePCR (FY18 Expenditures)						
Item Annual Description						
FRMS – Software Maintenance	\$10,939	FRMS Software				
FRMS Hardware (Hosted at Sarpy)	\$852	2 CPU x 2GB x 50GB				
FRMS Database Storage	\$26	7 GB				
ePCR Database Storage	\$96	32 GB				
FRMS Backup/Remote Backup \$		48 + 7 + 2 = 57GB				
	\$12,029	TOTAL FRMS				

I.S. will continue to support these products and will categorize the hours used to support these products in the monthly reports to the cities. It is recommended that all licensing and support contracts be sent to Papillion FD and Bellevue FD to fund directly (as they currently are).

FRMS-Table-1

# CITY OF BELLEVUE, NEBRASKA

\*16h.

8/20/19



COUNCIL MEETING DATE:	August 20, 2019	AGENDA ITEM TYPE:	AGENDA ITEM TYPE:					
		SPECIAL PRESENTATION						
SUBMITTED BY:	ORDINANCE		PUBLIC HEARING REQUIRED					
Amanda Parker	Amanda Parkor			PUBLIC HEARING REQUIRED				
			V	PUBLIC HEARING REQUIRED				
	CONSENT							
		OTHER (SEE CLERK)						

SUBJECT:

vice Agreeme	nt				
onth in exchange fo	or accepting th		•		
ves is now requiring the	employees to d	o more financial case m	anagement, whic	h in turi	
	BUDGETED F	JNDS? N/A	GR	ANT/M	IATCHING FUNDS? N/A
NTRACTS & PROJECT	TS				
COUN	TER-PARTY:				INTERLOC N/A
	CONTRACT	TERM:		CONTR	ACT END DATE:
END DATE:		PAYMENT DATE			INSURANCE REQUIRED
		CIP PROJECT NUI	ABER:		
		MAPA NUME	ER(S):		
		STREET DISTRICT N	UMBER(S):		
		ACC		2	
			with Easte	ern N	lebraska Community
nt for Space		4			
	Community Action P onth in exchange for two (2) days per we ling for one of our parts ves is now requiring the ad they can only provid TRACTS & PROJECT COUN END DATE:	onth in exchange for accepting the two (2) davs per week.	Community Action Partnership to use and occupy Belle onth in exchange for accepting the responsibility to as two (2) days per week.	Community Action Partnership to use and occupy Bellevue City office onth in exchange for accepting the responsibility to as the food part two (2) days per week. ling for one of our partners and we are needing to get the service agreement mo we is now requiring the employees to do more financial case management, white ad they can only provide services for sure for two days a week (Tuesday and Thu BUDGETED FUNDS? N/A GR. ITRACTS & PROJECTS COUNTER-PARTY: CONTRACT TERM: CONTRACT TERM: CONTRACT TERM: CONTRACT TERM: MAPA NUMBER(S): STREET DISTRICT NUMBER(S): STREET DISTRICT NUMBER(S): ACCOUNT NUMBER the Service Agreement for Space with Easter arding a food pantry outlet.	Community Action Partnership to use and occupy Bellevue City offices local onth in exchange for accepting the responsibility to as the food pantry outlet two (2) davs per week.

SIGNATURES:

2

3

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

A Quero Dolling	
A. Sharkabarra	
Samp Can	

5

6

#### SERVICE AGREEMENT FOR SPACE

THIS AGREEMENT made and executed this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, by and between the City of Bellevue (hereinafter referred to as "City" and the Eastern Nebraska Community Action Partnership (hereinafter referred to as "Occupant").

WITNESSETH: That City hereby demises unto Occupant space at the Bellevue City Office, 1908 Hancock Street and 1912 Hancock Street (the premises), Bellevue, Nebraska beginning the 1<sup>st</sup> day of September, 2019 in accordance with the terms and conditions as hereinafter set forth.

**PURPOSE.** Occupant agrees to use and occupy the premises solely for the purpose conforming to its regularly established practices not inconsistent with the educational and charitable purposes of the City.

**TERM.** This Agreement shall be for a term of three (3) years commencing September 1, 2019, and ending August 31, 2022, provided however, that either party hereto may terminate this Agreement at the end of any agreement month upon sixty (60) days prior written notice to the other.

**SERVICE CHARGE.** In consideration of the use of the above described premises and the educational and charitable character of both of the parties hereto the costs of services provided by City for subject premises shall be \$0.00/month for accepting the responsibility to serve as the food pantry outlet for the City of Bellevue Human Service Office a minimum of two (2) days a week. In the event the occupants are not able to serve as the food pantry outlet for the City of Bellevue Human Service Office a minimum of two (2) days a week. Human Service Office a minimum of two (2) days a week, rent on the subject premises shall be \$2,500.00 per month for the term of this agreement.

**SERVICES.** City agrees to furnish the following services to Occupant in connection with the latter's occupancy of subject premises:

1. Air Conditioning & Heating. Air conditioning and heat, daily during normal business hours, Sundays and legal holidays excepted.

2. Water. Cold water from the City's mains for drinking, lavatory and toilet purposes and hot water for lavatory purposes form the regular supply.

- 3. Electric Current. City shall provide all current used on said premises.
- 4. Storage. (If available for supplies necessary for daily operations)
- 5. Other. Snow removal, mowing, pest control and refuse disposal.

**CONDITIONS OF PREMISES.** Occupant has examined said premises prior to its acceptance and the execution of this Agreement, and is satisfied with the physical condition thereof, including all equipment and appurtenances, and its taking possession of the premises shall be conclusive evidence of its receipt thereof in good and satisfactory order, and repair, except as otherwise specified herein, and Occupant agrees and admits that no representation as to the

condition or repair thereof has been made by the City, its agency, which is not herein expressed or endorsed herein; and likewise agrees and admits that no agreement or promise to decorate, alter, repair, or improve said premises including all equipment and appurtenances, either before or after the execution hereof, not contained here, has been made by City of its agency and Occupant further agrees that it will, at the termination of this Agreement, return said premises to City in as good condition as when received, ordinary wear and tear excepted.

**REPAIRS**. In consideration of the foregoing demise, Occupant agrees during the term of this agreement at its expense to keep the premises in good and substantial order and repair, and to make all necessary repairs, renewals, replacements and decorations upon or in connection with said premises, including all windows and doors and glass, wherever located, and excepting only the exterior of the premises, but not excepting windows, doors and any glass.

**ASSIGNING AND SUBLETTING.** Occupant is prohibited from assigning this agreement or demising any portion of subject premises without the prior written consent of the City.

**ALTERATIONS, DECORATIONS.** Occupant must obtain the prior written consent of the City for all alterations, decorations and changes of permanent nature, said consent not to be unreasonably withheld by the City.

WAIVER OF SUBROGATION. Each party hereto waives any and every claim which arises or may arise in its favor and against the other party hereto during the term of this agreement or any renewals or extension thereof for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the premises leased to Occupant hereunder, which loss or damage is covered by valid and collectable fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of; any other waiver or release contained in this agreement with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as the above mutual waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereby agrees that it shall immediately give to each insurance company which has issued it policies of fire and extended coverage insurance, written notice of the terms of said mutual waivers, and have said insurance policies properly endorsed if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

**PERSONAL PROPERTY AT RISK.** It is agreed that all personal property in subject premises shall be at the risk of Occupant only, and the City shall not be liable for any damage to said premises, to said personal property or to Occupant or other parties or property, caused by water, steaill, sewage, gas or odors, or by any act of neglect of other occupants or other person(s), or caused in any other manner whatsoever, other than by negligence of the City.

**RULES AND REGULATIONS.** It is further agreed that the City may from time to time formulate and publish reasonable rules and regulations regarding the use of the subject premises and the building in which they are located, and with primary emphasis on

health, safety and economy of operation and that Occupant shall abide by all such reasonable rules and regulations.

**IDENTIFICATION.** It is further agreed the Occupant shall be permitted to identify itself by name or appropriate insignia at the entry to subject premises, at two suitable location(s) on the exterior of the building in which said premises are located. Such identification, however, shall be subject to the approval of the City as to placement and character, it being the intent of the City to assure uniformity in this regard on the part of all occupants.

**INSURANCE**. It is further agreed that Occupant will not invalidate any policies of insurance now or hereafter placed on said building, and that Occupant will pay all extra insurance premiums on said building, if any is required on account of extra risk caused by Occupant's use of subject premises. City shall be named as additional insured on the occupant's liability insurance policy. City shall be notified of any cancellations of any liability insurance coverage during the term of this service agreement for space; occupant will replace any cancelled coverage in a timely manner. Failure to do so will be cause for default under this agreement.

**DAMAGE BY FIRE OR OTHER CASUALTY**. It is further agreed that if, during continuance of this agreement, subject premises shall be so damaged by fire or other casualty as to be rendered unfit for occupancy, and the repair of such damage shall not be commenced within thirty (30) days thereafter, it shall be optional with either party to terminate this agreement by written notice to the other.

**DEFAULT.** In the event of default by Occupant in respect to any of the terms of this agreement, the City may reenter subject premises without formal notice or demand and hold the same thereafter as if this agreement had not been made, without prejudice, however, to any right of action or remedy of the City in respect to any breach of Occupant of any of the covenants herein contained and without prejudice to any right of action of the City to recover accrued service charges.

**WAIVER - NONE**. The failure of the City to insist upon a strict performance of any of the covenants or conditions of this agreement or to exercise any right or option therein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions, rights or options, but the same shall remain in full force and effect; and the doing by the City or any act or thing which the city is not obligated to do hereunder shall not be deemed to impose any obligation upon the city to do any such act or thing in the future or in any way change or alter any of the provisions of this agreement.

**CITY OF BELLEVUE'S RIGHT CUMULATIVE - NO CHANGE HEREOF EXCEPT IN WRITING.** All rights and remedies of the City under or in connection with this agreement shall be cumulative and none shall be exclusive of any other rights or remedies allowed by law. No agreements shall be held as changing or in any manner modifying, adding to or detracting from any of the terms or conditions of this service agreement, unless such agreement shall be in writing, executing by both parties hereto.

CONDITIONS OF OCCUPANT. Occupant agrees to the following conditions: Occupant will provide their own office equipment, phone, internet, and cable service. Occupant can opt to activate the wired-in security service at its own expense. Failure to provide food distribution for the City of Bellevue a minimum of two (2) days a week will void the "no charge" rent status and occupants shall pay rent in the monthly amount of \$2,500.00. When the Occupant must, due to circumstances outside its control (e.g. severe weather, staff illness, necessary repairs, etc.), limit or close food distribution temporarily, it will notify the City, residents, and key community partners in a timely manner.

IN WITNESS WHEREOF, the parties hereto have executed this renegotiated agreement.

## EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP

BY: Authorized Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BELLEVUE, NEBRASKA** 

MAYOR

DATE

**ATTEST:** 

CITY CLERK

# CITY OF BELLEVUE, NEBRASKA



# AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	August 20, 2019	AGENDA ITEM TYPE:	AGENDA ITEM TYPE:			
		SPECIAL PRESENTATION				
SUBMITTED BY:		ORDINANCE		PUBLIC HEARING REQUIRED		
Legal Department		RESOLUTION		PUBLIC HEARING REQUIRED		
		CURRENT BUSINESS	1	PUBLIC HEARING REQUIRED		
		CONSENT				
		OTHER (SEE CLERK)				

#### SUBJECT:

Public Safety							
SYNOPSIS:							
MOU with Bellevue Public School balance the safety for students ar							school officials to
BACKGROUND							
Nebraska Legislature passed LE districts to enter an MOU that de balance the safety for students a	lineates the roles	and responsibiliti	es of school r	esource office	rs, security gua	rds and schoo	
FISCAL IMPACT: \$ 0.00		BUDGETED	FUNDS? N/A		GRANT/M	ATCHING FUN	DS? N/A
		JODGLILD			Gioditiji		
TRACKING INFORMATION FOR C	CONTRACTS & PRO	DJECTS					
IS THIS A CONTRACT? N/A	c	OUNTER-PARTY:				INTERLOC	N/A
CONTRACT DESCRIPTION:	T						
CONTRACT EFFECTIVE DATE:		CONTRAC	T TERM:		CONTRA	ACT END DATE:	
PROJECT NAME:	r						
START DATE:	END DATE		PAYME	NT DATE:		INSURAN	ICE REQUIRED
CIP PROJECT NAME:			CIP PRO.	IECT NUMBER:			
MAPA NAME(S):			MAF	A NUMBER(S):			
STREET DISTRICT NAME(S):			STREET DI	STRICT NUMBE	R(S):		
ACCOUNTING DISTRIBUTION CODE:				ACCOUNT	NUMBER:		
RECOMMENDATION:							
Authorize Mayor to sig		orandum of	Underst	anding wi	th Bellevu	e Public S	Schools
ATTACHMENTS: 1 MOU-Bellevue 2 LB-390 3	Public Scho	ols D	4 5 6				
SIGNATURES: LEGAL APPROVAL AS TO FORM: FINANCE APPROVAL AS TO FORM ADMINISTRATOR APPROVAL TO		A.Br	ARO A TC	this.			_

#### MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska ("City"), and the Bellevue Public Schools ("BPS") are parties to an agreement effective September 1, 2014 and continues annually from July 1 to June 30<sup>th</sup> each year following.

The Nebraska Legislature passed LB390, on or about April 18, 2019, approved by the Governor on or about April 24, 2019, requiring the municipalities and school districts to enter an MOU that delineates the roles and responsibilities of school resource officers, security guards and school officials to balance the interest of safety for students and school staff in relation to parental rights, student success, and family integrity. Therefore, the parties enter into the following Memorandum of Understanding ("MOU") to comply with the new statutory requirements.

- 1. Each school resource officer or security guard assigned by the City to BPS shall attend a minimum of twenty hours of training focused on the school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain devolvement, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings;
- 2. A minimum of one administrator in each elementary or secondary school where a school resource officer or security guard is assigned to attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings;
- 3. Records will be kept, by BPS, on each student referral for prosecution from a school resource officer in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such school records allow for analysis of related data and delineate:
  - a. The reason for such referral; and
  - b. Federal identified demographic characteristics of such student.

Nothing in this section shall be in conflict with Nebraska State statute on records for minors/juveniles and the confidentiality for which they are kept and maintained. To that end, the records kept by BPS shall be redacted.

4. BPS policies regarding parental and/or guardian contact when a student is questioned by a school official, school resource officer or security guard are outlined in the Bellevue Public Schools Student and Family Handbook Code of Conduct, as amended from time to time.

- 5. BPS and the City comply with all Federal and State statutes, as amended from time to time, regarding advisement of constitutional rights prior to the questioning of a minor student.
- 6. BPS policies regarding referral to a school resource officer or security guard for prosecution are outlined in the Bellevue Public Schools Student and Family Handbook Code of Conduct, Nebraska statutes and Federal law, as amended from time to time.
- 7. Complaints regarding a school resource officer or security guard can be done at the Bellevue Police Department or by visiting the City of Bellevue Police Department website.

City of Bellevue, Nebraska

By:

Mayor Rusty Hike

Date:\_\_\_\_\_

Bellevue Public Schools

By: \_\_\_\_\_\_, President of the Board

\_\_\_\_\_

#### **LEGISLATIVE BILL 390**

Approved by the Governor April 24, 2019

Introduced by Pansing Brooks, 28; Hansen, M., 26; Linehan, 39; Walz, 15; Wayne, 13.

A BILL FOR AN ACT relating to public safety; to state findings; to define terms; and to provide duties for the State Department of Education, law enforcement agencies, security agencies, and school districts relating to school resource officers and security guards as prescribed.

Be it enacted by the people of the State of Nebraska,

Section 1. The Legislature finds and declares that:

(1) Our public school children, faculty, and staff are entitled to be safe in schools when they attend school and study or work;

(2) Schools have an interest in keeping students safe;

(3) The interest of schools in keeping students safe may include the presence of school resource officers or security guards if a school district determines such resources are necessary to keep schools safe;
(4) Parents and guardians of students have a vested interest in being

(4) Parents and guardians of students have a vested interest in being informed of school discipline matters involving their children and to be notified as soon as possible if their children are contacted in response to a possible law violation, guestioned, searched, cited, or arrested by a peace officer working with school officials;

officer working with school officials; (5) A comprehensive and clear memorandum of understanding between law enforcement and school officials will delineate the roles and responsibilities of school resource officers, security guards, and school officials to balance the interests of safety for students and school staff in relation to parental rights, student success, and family integrity, with the goal that an increased law enforcement presence at schools will not result in a disparate impact on students in federally identified demographic categories; and

(6) Schools have a duty to respond to and manage disciplinary issues. The primary role of school resource officers and security officers should be to enhance safety with the understanding that school resource officers also work to prevent and respond to law violations and serve as a community resource for students, parents, and school staff.

Sec. 2. For purposes of sections 1 to 4 of this act, unless the context otherwise requires:

(1) Department means the State Department of Education;

(2) Law enforcement agency means an agency or department of this state or of any political subdivision of this state that is responsible for the prevention and detection of crime, the enforcement of the penal, traffic, or highway laws of this state or any political subdivision of this state, and the enforcement of arrest warrants. Law enforcement agency includes a police department, an office of a town marshal, an office of a county sheriff, the Nebraska State Patrol, and any department to which a deputy state sheriff is assigned as provided in section 84-106;

(3) Peace officer has the same meaning as in section 28-109;

(4) School resource officer means any peace officer who is assigned, as his or her primary duty, to any school district to provide law enforcement and security services to any public elementary or secondary school and does not mean a peace officer responding to a call for service, providing proactive enforcement, providing law enforcement or traffic direction for a schoolrelated event, or providing temporary services as a school resource officer when the assigned school resource officer is not available;

(5) Security agency means a contractor that employs security guards used by a school district; and

(6) Security guard means a person who is contracted or employed by a security agency to protect buildings and people and who does not have law enforcement authority or the power to arrest under any apparent authority in the jurisdiction where such person is contracted or employed as a security guard. A security guard may be an off-duty peace officer.

Sec. 3. (1) On or before December 1, 2019, the department shall develop and distribute a model memorandum of understanding that includes the policies required by section 4 of this act. Any law enforcement agency or security agency required to adopt a memorandum of understanding with a school district pursuant to this section that has not developed and adopted a different written memorandum of understanding shall adopt the model memorandum of understanding developed by the department.

(2) On and after January 1, 2021, any law enforcement agency which provides school resource officers and any security agency which provides security guards to schools in a school district shall have in effect the model memorandum of understanding or a different written memorandum of understanding with such school district as adopted by such law enforcement agency or security agency. Such different written memorandum of understanding shall be substantially similar to the model memorandum of understanding, shall include provisions in conformance with the minimum standards set forth in the model memorandum of understanding, and may include any other procedures and provisions the school district and the law enforcement agency or security agency mutually deem appropriate.

(3) The superintendent of a school district required to adopt a memorandum of understanding under this section shall, within three months after its adoption, provide a copy of such memorandum of understanding to the department or publicly post such memorandum of understanding on the school district web site.

(4) On or before January 1, 2021, and each January 1 thereafter, when any school district required to adopt a memorandum of understanding under this section has made any change to its memorandum of understanding, in conjunction with the law enforcement agency or security agency, in the preceding year, the superintendent of such school district shall provide an updated copy of such memorandum of understanding to the department or publicly post such memorandum of understanding on the school district web site.

Sec. 4. Each memorandum of understanding required by section 3 of this act shall govern the use of school resource officers or security guards and shall include, but not be limited to, policies that:

(1) Require each school resource officer or security guard to attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings;

(2) Require a minimum of one administrator in each elementary or secondary school where a school resource officer or security guard is assigned to attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings;

(3) Ensure records are kept on each student referral for prosecution from a school resource officer in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate:

(a) The reason for such referral; and

(b) Federally identified demographic characteristics of such student;

(4) Identify school policies that address when a parent or guardian will be notified or present, in a language that such parent or guardian understands, if a student is subjected to questioning or interrogation by a school official or by a school resource officer or security guard operating in conjunction with a school official;

(5) Identify the school or law enforcement agency policies that address under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by a school official or by a school resource officer or security guard operating in conjunction with a school official;

(6) Identify the school policy required by section 79-262 that addresses the type or category of student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not subject to referral to law enforcement; and

(7) Identify a student and parent complaint process to express a concern or file a complaint about a school resource officer or security guard and the practices of such school resource officer or security guard with the law enforcement agency or security agency.



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:	August 16, 2019

- Meeting with Ashley Decker to review job descriptions
- Meeting with Jody Van Houten regarding Police budget.
- Meeting with Legal Counsel and prior City Attorney to discuss court ruling on legal fees.
- Meeting with HDR and site selection committee for future commercial development.
- Meeting with Bellevue Radio Club to discuss land use and alternate location.
- Meeting with 3 Councilmembers to discuss 15th Street exit and alternate route.
- Meeting with Athena Arms and discussions on contract for range use.
- Meeting with Planning and Legal to discuss boundaries and Ward revisions to meet Election office deadlines.
- Meeting with Catholic Charities to review potential ideas for BB Village.
- Meeting with Council members to discuss SW Splash Pad site.
- Attended Waste Water Agency meeting.
- Meeting with potential developer of a light industrial project.
- Board of Health hearing.
- Lauder mill Hearing conducted for City employee.
- Meeting with HR and Legal in reference to Personnel issue.
- Meeting with BP & FD regarding Radio system failures and action to move forward.
- Meeting with Chamber of Commerce regarding prospects for hire.
- Mayors Spotlight Award presentation.
- Meeting with Parks department regarding Riverfest set up.
- Agenda Meeting
- Riverfest set up and layout.
- Meeting with Legal, Finance, & HR to review BPOA contract negotiations.
- BPOA Negotiations.



August 14, 2019

From: Susan Kluthe, City Clerk

RE: Information for Administration Report

- Completion of Proceedings, Claims, Notice of Meetings, and Notices for Public Hearings for Bellevue Leader
- Completion of Minutes of 08.06.18 Council Meeting
- Attended Agenda Meeting 08.13.19
- Posting of agenda for 08.14.19 Council Meeting
- Preparation of Council Packet and put on City of Bellevue & Sparq websites for the 8.20.19 Council Regular Meeting
- Preparation of BOE Packet and put on City of Bellevue & Sparq websites for the 8.20.19
- Preparation of the Interlocal Report, for the Auditor of Public Accounts, to be filed with the Budget, is almost complete
- Notices and invoices will be mailed out to Grooming & Pet Shops for renewal of their yearly permits, expiring September 30th
- Completion of Minutes for the Board of Health Hearing held on August 9th
- Continuing to gather information to update appointment list on boards, committees, and task forces
- Continue to work on general organizing of files, both paper and electronic, paper filing is caught up in LaserFiche, Contract Management, and hard copies filed. Have also done organization of the paper files in our office and organizing the files to make them more efficient for us in locating documents
- Re-organizing the electronic file & documentation in the file cabinet for City Owned Vehicle to make it more effective when finding titles or filing of titles of the vehicle in the different departments.
- Day to day tasks





# Bellevue Finance Department Status Report August 20, 2019

# ACCOUNTING AND FINANCE

- Budget Planning for 2019-2020 Fiscal Year
- Capital Improvement Projects for 2019-20 being prioritized
- Working on Annexation Analyses
- Continued Revision/Development of Finance Policies
- Treasury management; Deposit confirmations, Researched undocumented cash receipts
- Issued payments for approved expenses
- Payroll downloads/import into Abila
- Data Entry of Journal Entries for department
- Authorized CDBG reimbursement
- Researched bills on minute record
- Capital forecast update
- Third quarter forecast work
- AP Review
- Monthly tax reports
- Monthly allocations to departments for fuel, fleet and postage, office supplies, janitorial supplies

# <u>CDBG:</u>

- Continued to review Chandler Hills Reconstruction project certified payroll and review invoices submitted for reimbursement
- Participated in HUD Webinar for the CDBG Origin Year Expenditure Test and PR26 reports.
- Researched status of any disaster assistance available through HUD and followed up with the Omaha HUD Office with questions.
- Reviewed current status of all active CDBG projects and made any required updates in IDIS.

# 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
- Continued to work towards a resolution with the city property flood damage claim
- Provided orientation to one new employee
- Completed insurance applications for marketing property/casualty insurance renewals
- Continued to provide information to Auditor, NE Work Comp Court
- Completed Risk Management budget for 2019-20
- Obtained renewed agreement with Lockton for Wellness Program
- Conducted Library safety training
- Facilitated a survey of buildings with a risk professional from CHUBB
- Met with Travelers risk specialist on policies and loss control
- Handed out PPE as needed
- Checked on status of church repairs with Tracy progress is being made
- Worked on ADA updates, reports and City Transition plan.
- Conducted all duties associated with surplus equipment auction
- Total Surplus Sales as of today: \$347,455.51

Respectfully submitted,

Rich Severson Finance Director, City of Bellevue



#### Bellevue Fire Department Council Report

#### Report Date 8/14/2019

#### A. General Items:

- QA/QI
- OMHCC Pharmacy Workgroup meeting Monday
- Working on round 1 of shift bids for part time firefighters.
- Working on part time firefighter hiring and assemble their certificates.
- Preparing for part time firefighter academy in September.
- Assisting Sarpy with 911 radio issues.
- Working on SOG updates.

#### B. Training:

- Multi company drill on vent, enter, search and isolate.
- Post resuscitation lecture.
- CPAP review and training.
- Finished chest seal training.

#### C. Inspections:

- Plan review flood damage Papio Water Treatment Plant.
- Leak inspection of the fuel supply piping, fuel fill spill buckets, under dispenser sumps and pump sumps for the new Casey's at 7724 S 22 St.
- Underground pressure test and flush of fire sprinkler main Bellaire School.
- Day care inspection Wake Robin school.
- Fire alarm test Bryan High School.
- Fire alarm test Bryan Middle School.

#### D. Calls: July 30th through August 13th

Fire – 62 Rescue - 166





#### E. Ambulance Billing

July 1-31, 2019

\$ 154,836.00 has been billed out to insurance companies (200 insurance claims) <\$ 69,676.20> approximate amount we will have to write off due to mandatory adjustments/write-offs (45% of \$154,836.00)

\$ 85,159.80 is the anticipated, approximate net revenue from these insurance billings

#### Deposited into Bank:

\$ 58,296.26 deposited into the bank July 1-31, 2019.

- 3,087.11 in Credit/Debit card payments for July 1-31, 2019.
- \$ 61,383.37 TOTAL July 1-31, 2019 rescue fee revenue

#### Statement Billing: 291 statement

statements were mailed to patients for unpaid account balances. These statements totaled \$ 156,853.12 This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.

#### F. Manpower Report Staffing

Monday	AM	E1, T21, E31, E41	3-Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	E1	3-Person	
Thursday	PM	E31	3-Person	
Friday	AM	E1	3-Person	
Friday	PM	Full		
Saturday	AM	E1, T21, E31, E41	3-Person	
Saturday	PM	T21, E31	3-Person	
Sunday	AM	E1, T21, E31, E41	3-Person	
Sunday	PM	E41	3-Person	

#### Staffing Report from 7/29/2019 through 8/4/2019





# City of Bellevue Fire Department 211 West 22<sup>rd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Repo	ort fro	m 8/5/2019 thr	rough 8/11/2019		
Monday	AM	E1, T21, E41	3-Person		
Monday	PM	E1, T21	3-Person		
Tuesday	AM	E1, T21, E31	3-Person		
Tuesday	PM	Full			
Wednesday	AM	E31, E41	3-Person	E1 OOS	
Wednesday	PM	E1	3-Person		
Thursday	AM	Full			
Thursday	PM	Full			
Friday	AM	Full			-
Friday	PM	Full			
Saturday	AM	Full			
Saturday	PM	Full			
Sunday	AM	E1, T21	3-Person		
Sunday	PM	Full			

#### 9/5/2010 three ugh 8/11/2010 ~. cr. 0 à c.





City of Bellevue Personnel Department 1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3019

# Human Resources Department Activity Report August 12, 2019

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

#### **Record Management:**

Prep, Input and Record Payroll Changes for processing for August 9thProcessed Address Changes - 2Name Change - 0Travel & Training Requests Processed - 2Narratives Received - 2Recorded Performance Evaluations - 9Verifications of Employment - 5

## **Applicants/Recruitment:**

Advertise: AEO I – Parks, Seasonal Umpires, Seasonal Parks

- 9 New Employee Background Check
- 6 New Employee Physical Capacity Testing Scheduled
- 3 Payroll/E-Verify
- 2 New Employee Packets

## **Benefit Orientation/Employee Exits/Resignations:**

- 1 Full Time Exit
- 1 Full Time Benefit Orientation
- 0 Promotion
- 0-Return from Leave
- 0 Transfer
- 0- Leave of Absence
- 3 Resignations/Terminations

# **Benefit Administration**:

Enrollment/Rollovers - 1 Retirement Payout/Withdrawal - 0 Processed 457 Transfers/Enrollments/Changes - 1 Beneficiary Changes - 0 QDRO - 0 Processed New or changes to Principal Loan – 0 Audited and sent to finance for payment Life, AD&D and LTD Audited and sent to finance for payment EBS Audited and sent to finance for payment MetLife Dental, Vision and Supplemental Life Processed new employees and enrolled them in TASC Reconcile Retiree Payments and notified the retirees of payment amounts due. Updating all files and data base with new amounts for voluntary life insurance files Updating all files and data base with new LTD amounts and census for monthly billing Auditing all beneficiaries for retirement and life ongoing



City of Bellevue Personnel Department 1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3019

Performed 3<sup>rd</sup> Quarter Random Drug and Alcohol Testing for all CDL required drivers

# **Payroll Administration:**

Salary authorizations sheets sent to supervisors, directors and City Administrator in preparation for payroll increases. Audited TASC payroll verification for correct amounts withdrawn Communicating UBA system for FSA participants and correcting the discrepancies found in the new system Audited wellness incentives and corrected discrepancies

## **Reports:**

Prepared Activity Report for HR Manager

## **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:**

## Human Resources Manager

- Personnel issues (4) matters
- Applicant Tracking System management
- Vacation 08/05-08/09
- Handbook update
- Employee HRIS maintenance
- Specialized transportation department policy review
- Civil Service: Fire Captain promotional testing planning
- Payroll processing 08/09 payroll
- Employee Loudermill hearing



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

## **Payroll Specialist**

Payroll processing Phone backup for Human Services Personnel file filing Figure FLSA pay Fire Dept. This occurs every 28 days. Calculating all Admin times for all Classified and Unclassified Calculating all comp times for all CEA members After all balancing is done to Payroll Register, the usual payments or checks being printed to all misc. banks for all the following union dues: BPMA, CSBPOA, BPOA, CEA, IAFF and BPFA Usual upload for all retirements which includes: Principal, John Hancock and Voya, These are for the following: Civilians, Police and Fire Depts.

# **Human Services**

Human Service Manager complete 12 Financial Applications and attended 6 Community Meetings concerning financial assistance or flood relief. The Human Service Manager also completed 2 New Employee Orientation.

**Specialized Transportation** Specialized Transportation traveled 2,835 Miles with 440 Passengers and the office registered six new clients.



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: 8/6/2019

- The library's Children's Department celebrated National Coloring Book Day on Friday, Aug. 2, from 9 a.m. to 4 p.m. Free coloring books were handed out to children (one per child, while supplies lasted) and free coloring sheets were provided for adults during the day. The Children's Department has been hosting a popular Coloring with Cops program once a month during the school year, and the Adult Department hosts Color Me Calm in the evening on the first Monday of the month.
- The Adult Department held a Pom-Pom Party on Wednesday, July 31, taking advantage of good weather to host it on the lawn of the library. This all-ages program let participants use fluffy pom-poms to craft their own favorite animals and insects.
- Basic Computer classes for adults concluded for the month with a program on using Microsoft Office and Word to create documents. The classes will resume in October using the laptops from the library's mobile computer lab.
- The library will be partnering with the other public libraries in Sarpy County for a free family concert featuring Jim Gill, children's author and musician. Gill's performance will be at 6 p.m. on Friday, Aug. 23, at the La Vista Public Library. His program stresses learning through music and activity, as well as reading, for children. There are no tickets for this event; families are just encouraged to attend. In addition, the Sarpy libraries are hosting a workshop featuring Gill for persons who work with youth on Saturday, Aug. 24, at La Vista. Last year the Sarpy libraries hosted bestselling author Craig Johnson in an event, and this year they have focused on a more family-oriented program.
- The Children's Department and the Young Adult Department thanked their Junior Friends and BellYA volunteers with a pool party and pizza at the Cascio Pool on the evening of July 27. This was to thank all the library's youth volunteers for their contributions throughout the year, but especially during the recently completed Summer Library Programs. The party was funded with monies from the Bellevue Library Foundation.





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: 8/13/2019

- An estimated 250 persons attended the National Night Out event held at the library on Tuesday, Aug. 6. This all-ages, community-building event featured food, a bounce house, and games, as well as a special visit by Bellevue First Responders. This is the second year that the library has hosted a National Night Out event. Sponsors included the City of Bellevue, Dino's Storage, and Chick-fil-A, as well as the Bellevue Library Foundation.
- Also, on Aug. 6, the library hosted a Family Storytelling Workshop presented by members of the Omaha Organization for the Purpose of Storytelling (OOPS). Families had the opportunity to practice personal expression and creativity while learning the art of storytelling.
- The Sequent Financial Group wrapped up their four-part financial literacy sessions with a program on Tax Efficient Retirement on Aug. 6. These free seminars also included information on Medicare, Social Security strategies, and estate planning.
- The Kids Cruisin' Kitchen (KCK) meal program held their final meal distribution for the summer at 12 noon on Thursday, Aug. 8. The Bellevue Public Library is one of the busiest of the KCK's sites. Meals were provided for children 18 and younger and to other family members (if food was available), Monday through Friday, from 12 to 12:45 p.m. The program is sponsored by the Food Bank for the Heartland, the Salvation Army and Hunger Free Heartland.
- The Bellevue Public Library will be hosting Matt Mason, Nebraska State Poet, in a special program on Thursday, Aug. 15, at 6:30 p.m. at the library. Mason, who is from the Omaha area, will be presenting along with local poets Clif Mason and Fernando Montejano. This is part of the annual Arrows to Aerospace celebration in Bellevue and is sponsored by Humanities Nebraska and the Bellevue Library Foundation. All ages are encouraged to attend.
- Michelle Bullock, Head of Children's Services, and Amber Passey, Assistant Children's Librarian, recently attended the Golden Sower Selection Committee meeting held in Seward. The Committee narrowed down the choices for the Golden Sower awards as nominated by children in Nebraska. The committee chose 10 selections per the three age groups in the Golden Sower award program.



#### **INTEROFFICE MEMORANDUM**

TO: JIM RISTOW FROM: CHIEF ELBERT

SUBJECT: DIRECTORS BRIEF

**DATE:** 8/15/2019

Interviews for the vacant Code Enforcement position are being conducted this week.

Backgrounds for new officers are now in the final phase. We will have three recruits attend the upcoming SDLEA.

Working through various personnel issues with Legal.

Met with Sarpy County on the LRMS (ProPhoenix) project. The advisory board is in place and beginning to put policies together for the new system.

Assisted with an escort for the Veterans Affairs Conference. The group was escorted from Offutt to Washington Park to Bellevue University.

Had a massive radio failure over the weekend. Communications was able to get it back up and running but its still a fragile situation. It's old, been old. Communications is in the process of moving us over to the new system ahead of schedule.

Awarded a mini grant for traffic enforcement.

#### **Mark Elbert**

From:	Ed Foreman
Sent:	Monday, August 12, 2019 9:05 AM
То:	Mark Elbert; Dave Stukenholtz
Cc:	Joey Bockman; Brett Foreman; Ed Foreman
Subject:	Weekly Stats

CE1 – Monday Aug 5, 2019 thru Tuesday Aug 6, 2019; Thursday Aug 8, 2019 CE2 – Monday Aug 5, 2019 thru Friday Aug 9, 2019 CE3 – Monday Aug 5, 2019 thru Friday Aug 9, 2019

Calls - 215

Notices - 34

Zoning – O

Clean Ups - o

Tree Removal - o

Certified Notices - 12

Officer Initiated - 8

Towed Vehicles - o

Red Tags - 4

# **Mark Elbert**

From:	Ed Foreman
Sent:	Monday, August 5, 2019 8:59 AM
То:	Mark Elbert; Dave Stukenholtz
Cc:	Joey Bockman; Brett Foreman
Subject:	Weekly Stats

CE1 – Monday July 29, 2019 thru Friday August 2, 2019 CE2 – Monday July 29, 2019 thru Friday August 2, 2019 CE3 – Monday July 29, 2019 thru Friday August 2, 2019

Calls - 285

Nuisance - 99

Zoning - 18

Clean Ups - o

Tree Removal - 1

Certified Notices - 17

Officer Initiated - 53

Towed Vehicles – o

Red Tags - 9



Good Life. Great Journey.

**DEPARTMENT OF TRANSPORTATION** 

July 30, 2019

Chief Mark Elbert Bellevue Police Department 1510 Wall Street Bellevue, Nebraska 68005

RE: Mini-Grant Project #402-1-19-12-6

Dear Chief Elbert:

Enclosed is the signed copy of the Mini-Grant Contract between the Bellevue Police Department and the NDOT Highway Safety Office. The Selective Alcohol Overtime Enforcement for the Drive Sober or Get Pulled Over Campaign on August 16 – September 2, 2019, is approved. The CFDA# for this project is 20.600 and the Federal Aid Identification Number (FAIN) is 69A37518300004020NE0.

Reimbursement for the activity will be paid when the terms of the Mini-Grant Contract have been satisfied. The reimbursement expenses for the overtime salaries only shall not exceed \$3,000.00. When submitting your reimbursement request, please be certain to include the pre- and post- publicity for the activity and complete the enclosed activity summary.

If you have any questions regarding the reimbursement and/or reporting procedures, please contact Traffic Safety Specialist Becky Stinson at 402/471-3880 or becky.stinson@nebraska.gov.

Very truly yours,

Mark C. Segerstrom Highway Safety Administrator Nebraska Department of Transportation

MCS:BS

Enclosures

Kyle Schneweis, P.E., Director Department of Transportation Highway Safety Office 9001 South 14th Street

orner 402-471-2515 FAX 402-471 (1865) N207 Context Japanetraska gov

Lincoln, NE 68509-461<u>1</u> dot.nebraska.gov

PO 814 94612