

### +++ Amended +++ Bellevue City Council Meeting

Tuesday, October 1, 2019 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE - Arrow of Light Den, Pack 464, Bellevue Elementary 5th Graders, Webelos Den Leader - Jason Coad

2. INVOCATION - Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive, Bellevue

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 September 17, 2019 City Council Meeting

2. \* Acknowledge Receipt of the Minutes from the September 11, 2019, Building Board of Review

3. \* Approval of the amended Minutes from the August 6, 2019 Council Meeting

6. \* APPROVAL OF CLAIMS

7. SPECIAL PRESENTATIONS:

a. Proclamation declaring October 5 and 6, 2019 as "National Solar Tour Days" (Councilman Preister)

8. ORGANIZATIONAL MATTERS:

a. \* Approve appointment of Marc Botts to the Civil Service Commission, serving the remaining term of Jack Charvat who recently resigned, with the term ending May 2023 (City Administrator)

b. \* Approve re-appointment of Leland Jacobson to the Design Review Board for a 2-year term ending August 2022 and the re-appointment of Paul Cook as an Alternate to the Design Review Board with his term ending December 2020 (Council Members and Planning Commission Members terms shall be at the end of their elected or appointed terms) (Mayor Hike)

9. APPROVED CITIZEN COMMUNICATION: None

10. LIQUOR LICENSES: None

11. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 3966 - Request to annex Sanitary and Improvement District #67, Normandy Hills. Applicant: City of Bellevue (Land Use Planner)

b. Ordinance No. 3967 - Request to annex Sanitary and Improvement District #180, Lakewood Villages. Applicant: City of Bellevue (Land Use Planner)

c. Ordinance No. 3968 - Request to annex Sanitary and Improvement District #208, Sunrise (Phases III and IV). Applicant: City of Bellevue (Land Use Planner)

d. Ordinance No. 3969 - Request to annex Sanitary and Improvement District #215, Piper's Glen. Applicant: City of Bellevue (Land Use Planner)

e. Ordinance No. 3970 - Request to annex Sanitary and Improvement District #242, Cedar View. Applicant: City of Bellevue (Land Use Planner)

f. Ordinance No. 3971 - Request to annex Sanitary and Improvement District #269, Orchard Valley. Applicant: City of Bellevue (Land Use Planner)

g. Ordinance No. 3972 - Request to annex Sanitary and Improvement District #279, Spring Creek. Applicant: City of Bellevue (Land Use Planner)

h. Ordinance No. 3973 - Request to annex Sanitary and Improvement District #280, Kennedy Town Center. Applicant: City of Bellevue (Land Use Planner)

i. Ordinance No. 3974 - Request to annex Sanitary and Improvement District #289, Colonial Pointe at Fairview. Applicant: City of Bellevue (Land Use Planner)

j. Ordinance No. 3975 - Request to annex Lot 156, Pipers Glen, Lot 352, Oakhurst, Lot 36A2A, Pleasant Hill or Martin's Subdivision, Tax Lot B1B, located in the Northeast ¼ of Section 6 and Tax Lot 1B, located in the Northeast ¼ Section 15, and all in T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska. Applicant: City of Bellevue (Land Use Planner)

12. ORDINANCES FOR PUBLIC HEARING (2nd reading): None

13. ORDINANCES FOR INTRODUCTION (1st reading):

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request for approval of activities associated with the Olde Towne Trick or Treat Event and waiving of the Event License Fee (City Clerk)

15. RESOLUTIONS:

a. Resolution 2019-34: Approving the qualification standards of sale outlets by Neb. Rev. Stat. 9-642.0 for lottery operators (City Administrator)

b. Resolution No. 2019-35: Approving and authorizing the execution of the Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes (City Administrator)

16. CURRENT BUSINESS:

a. \* Approve and authorize the Mayor to sign the low bid from Tennis Courts Unlimited to renovate and resurface the tennis courts in Haworth Park due to the 2019 flood, not to exceed \$11,850.00 (Public Works Director)

b. \* Approve and authorize the Mayor to sign the Agreement with Alfred Benesch and Company for the South 25th Street Improvements Project, not to exceed \$176,621.60 (Public Works Director / Manager of Engineering Services)

c. \* Approve and authorize the Mayor to sign the Services Agreement with Douglas County for forensic services (Police Chief)

d. \* Approve and authorize the Mayor to sign the Agreement with HGM Associates, Inc. for the 15th Street Extension Project, not to exceed \$74,050 (Public Works Director / Manager of Engineering Services)

e. \* Approve and authorize the Mayor to sign the amended EMS Medical Director Agreement reflecting changes since last approval, cost not to exceed \$41,569.02 (Fire Chief)

f. \* Approve and authorize the Mayor to sign an Interlocal Agreement with Sarpy County for a 50/50 cost share in the preliminary design for 36th Street from N-370 to Cornhusker Road, not to exceed \$751,000.00 [City Share - \$375,000.00] (Public Works Director)

g. Approval of and authorization for the Mayor to sign the Purchase Agreement, regarding certain parcels of land consisting of 44.9 acres, not to exceed \$808,200.00 (City Attorney)

h. +++ \* Approve the MOU for the First Extension of the March 2019 between BFD and 55th Wing, Offutt Air Force Base (Fire Chief)

i. Approve & authorize the Chairman to sign the Purchase Agreement for the City to obtain certain parcels of property (City Attorney)

*(This item may be considered for Closed Session)*

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

18. CLOSED SESSION:

19. ADJOURNMENT

# MINUTE RECORD

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10/1/19

Bellevue City Council Meeting, September 17, 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 17<sup>th</sup> day of September, 2019, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Kathy Welch.

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

## **Pledge of Allegiance and Invocation**

Mayor Hike led in the Pledge of Allegiance. Pastor Justin Anthony, Bethel Christian Ministries, 3702 Giles Road, 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 Preister, to approve the agenda.

**Motion** was made by Shannon, seconded by Burns, to amend the agenda by removing Item 14a, Event License Application for Green Line Running to host a 10k in America Heroes Park and surrounding areas on Saturday, November 2, 2019 from 7:00 a.m. to 11:00 a.m. due to the applicant withdrawing the request; and to move Item 17., Administration Reports, before Item 16., Current Business. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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

## **Approval of the Consent Agenda**

**Motion** was made by Cook, seconded by Burns, to approve the consent agenda which included the following: approval of the Minutes from the September 3, 2019, City Council meeting; acknowledge receipt of the Minutes from the August 22, 2019 Planning Commission Meeting, approval of the Claims; approval of the appointment of Kathy Welch to the Design Review Board for a 3-year term; Approve appointment of Robin Armani, Kelly Faiman, BJ Stussy, and Jim Kresnik to the Park Board Committee; Approval of Hunting Waiver Applications; Recommend approval of this proposal to renew the property/casualty insurance with Travelers and Safety National for the FY 1920, not to exceed \$494,000; Approve the submittal of an application to the EPA's Local Foods, Local Places Program, due September 30, 2019 (CDBG Program Administrator/Special Project Coordinator); Recommend approval of the lease agreement between the City of Bellevue and Dillion Brothers Harley-Davidson Inc. for six Police motorcycles and approve the Mayor to sign; Approve the proposal from Day Electric Service not to exceed \$14,848.00 for the AHP Flood Restoration Project - Electrical and approve the Mayor to sign; Approve the low bid from Anderson Excavating Company in the amount of \$11,975.00 for the 206 Demolition Proposal Project and authorize the Mayor to sign; and Approve the low bid from K2 Construction not to exceed \$1,286,931.75 plus up to 10% (\$128,693.18) for City initiated Change Orders for the South 25th Street Improvements Project and approve the Mayor to sign. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**ORGANIZATIONAL MATTERS:** Approved on consent agenda

## **SPECIAL PRESENTATIONS:**

Proclamation recognizing the 10 Year Anniversary of Green Bellevue, who held their first public planning meeting on September 27, 2009.

**APPROVED CITIZEN COMMUNICATION:** None

## **LIQUOR LICENSES:**

**Recommendation to approve the application of Sickies ND, Inc., dba "Sickies Garage Burgers and Brew for a Class "I" Liquor License to sell beer, wine, and distilled spirits, on sale only, at 1203 Cornhusker Road, Bellevue and for Robert Wendt as Manager (City Clerk)**

**Motion** was made by Welch, seconded by Stinson, to recommend approval of the application of Sickies ND, Inc., dba "Sickies Garage Burgers and Brew for a Class "I" Liquor License to sell beer, wine, and distilled spirits, on sale only, at 1203 Cornhusker Road, Bellevue and for Robert Wendt as Manager.

Mr. Will Beerman 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.

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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.

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

**Recommend approval of Willow Springs Bottling Co. Inc, dba "Cornhusker Beverage Mart" a Special Designated Liquor License at 1000 Galvin Road, Bellevue University, John Muller Building (Lower Level) on Tuesday, October 8, 2019 from 2:00 p.m. to 7:00 p.m. for the Bellevue University Symposium. (City Clerk)**

**Motion** was made by Cook, seconded by Welch, to recommend approval of Willow Springs Bottling Co. Inc, dba "Cornhusker Beverage Mart" a Special Designated Liquor License at 1000 Galvin Road, Bellevue University, John Muller Building (Lower Level) on Tuesday, October 8, 2019 from 2:00 p.m. to 7:00 p.m. for the Bellevue University Symposium.

Mr. Jim. Sobczyk 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.

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

**Recommend approval of the SDL for Olde Towne Tavern during Oktoberfest at 107 W. Mission Avenue, to set up a Beer Garden on October 5, 2019, from 12:00 p.m. to 2:00 a.m. (City Clerk)**

Mr. Greg Sokolik 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 Burns, seconded by Preister, to recommend approval of the SDL for Olde Towne Tavern during Oktoberfest at 107 W. Mission Avenue, to set up a Beer Garden on October 5, 2019, from 12:00 p.m. to 2:00 a.m.

Councilman Cook inquired if live music will be played at this event. Mr. Sokolik commented he is working on lining up live music, but nothing is secured.

Councilman Cook inquired if there will be security. Mr. Sokolik explained there will be extra staff watching both doors and providing bracelets to patrons. He advised in the three years he has held this event he has never experienced any problems.

Councilman Cook questioned Captain Stukenholtz if there is not an ending time to live music, will there be any issues if a complaint is received. Captain Stukenholtz stated if there is an end time included in the approval, it will make it easier for the police.

Councilman Cook had a discussion with Mr. Sokolik regarding 11:00 p.m. being a shut off time for live music. Mr. Sokolik agreed.

**Motion** was made Cook, seconded by Welch, to amend the SDL for Olde Towne Tavern during Oktoberfest at 107 W. Mission Avenue, to set up a Beer Garden on October 5, 2019, from 12:00 p.m. to 2:00 a.m., to include if there is live music, the music will end by 11:00 p.m. Roll call vote on the motion to approve as follows: Stinson, Cook, Shannon, Priester, Burns, and Welch voted yes; voting no: none. Motion carried.

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

**Ordinances for Adoption: (Third reading) None**

**Ordinances for Public Hearing: (Second Reading)**

**Ordinance No. 3966: Request to annex Sanitary and Improvement District #67, Normandy Hills. Applicant: City of Bellevue. (Land Use Planner)**

Ordinance No. 3966, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 67, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the second time and



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presented for public hearing.

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.

Mr. Dean Jungers was present as the attorney representing SID # 67, Normandy Hills. He explained if the annexation is approved, a lawsuit will be filed against the City. He initiated conversation on the legal policies and procedures regarding annexations, Nebraska State Statutes, and pending litigations. Mr. Jungers informed the Council there is an inverse condemnation case pending in the county court. The case is against the county and Nebraska Department of Roads (NDOR). The International Fire Code states there should be two fire entrances into the subdivision, and the county and the NDOR cut off one of the access roads into the subdivision. In order to provide two access points, a new road to the south will need to be constructed, near Highway 34. The estimated cost is \$3,000,000. Mr. Jungers explained the fire exit on Grenoble is unpassable during the winter time and it needs to be restructured. He mentioned the items he has discussed would be an additional expense to the City. Mr. Jungers referred to a list from the Planning Department of the benefits of being annexed. He stated the items listed are not a benefit, as many of the services are provided by the county. He requested the annexation of Normandy Hills to be postponed until pending litigations are settled.

Mr. Dennis Ryan expressed concerns with the two entrances to the subdivision being closed. He provided a description of the road conditions of Grenoble, mentioning it is difficult for firetrucks to maneuver. He expressed concerns with safety issues regarding the traffic and road conditions.

Mr. Dan Jamrozy stated he is against the annexation. He mentioned the total annexation package will require additional city staff, including the police department and the fire department. He has concerns with the cost of additional staff raising taxes. He believes the proposed annexation package is too aggressive. He feels the City is annexing too much, too soon.

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

Mayor Hike advised there is a pending litigation, therefore there cannot be discussion regarding particulars. He explained the City Council is aware of some of the items. He advised he understands the concerns with the road.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 1<sup>st</sup>.

**Ordinance No. 3967: Request to annex Sanitary and Improvement District #180, Lakewood Villages.**  
**Applicant: City of Bellevue. (Land Use Planner)**

Ordinance No. 3967, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 180, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the second time and presented for public hearing.

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.

Mr. Dale Richter read an email from the SID Chairman. Items mentioned were: the debt-to-value ratio that cities typically use as a metric for annexation is 3%. Lakewood Villages is at 4.5% right now, which is a lot of debt for the City to take on. The SID has been very diligent and conservative with its expenditures, but has made it a priority to maintain common areas faithfully (mowing/trimming, trash service, restroom maintenance/repairs, park maintenance, tennis court maintenance, snow removal from trails, etc.). The City of Bellevue will not continue this level of maintenance, and there is no Home Owners Association (HOA), in place for our neighborhood. With a reduced commitment to common area maintenance, it is inevitable that the neighborhood will enter a period of decline and property values could potentially stagnate. This could later cause problems for the City since the debt taken on will persist, regardless of property valuation levels. In conclusion, a request was made for the City of Bellevue to defer from annexation for a few years, until the debt-to-value ratio is more favorable. Mr. Richter mentioned Lakewood Villages contains over half of the miles encompassed in the proposed annexation package. He stated he has concerns with the maintenance of the park, tennis courts, and other common areas. He does not believe the City of Bellevue has the staff or equipment to maintain Lakewood Villages.

Mr. Dave Francois, President of Lakewood Villages HOA, mentioned he provided the City Clerk a copy of the email Mr. Dale Richter mentioned early. The email was provided to the Council Members prior to the meeting. Mr. Francois expressed concerns with the Outlots located in the subdivision on the southside of Lakeforest Drive from Windcrest to Timberridge. He explained the HOA has been taking care of the outlots. Mr. Francois commented his concern is there are no sidewalks in the area and there are children walking to school in the street. He requested if Lakewood Villages is annexed, he would like to see sidewalks installed for the children to walk safely to school.

Mr. Kent Whitacre referred to report from the Planning Department. He mentioned the report indicates the need for two additional police officers for every thousand residents. He stated the annexation package proposes an increase of almost 6,000 residents. He questioned if twelve additional police officers will be available on November 1, 2019, the effective date of the annexations. He expressed

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concerns with the shortage of staff and equipment, money available in the budget for staff and equipment, and overall maintenance of the proposed areas for annexations.

Mr. Edward Schmidt mentioned his concerns are with the steps to ensure the SID will be maintained the way it currently is, along with proper law enforcement for the area.

Mr. Roger Zechmann commented his concern is with the maintenance of the trails. He mentioned the Marv Holubar Trail, which runs through Twin Creek, has been covered with construction signs for months.

Mr. Dale Richter stated there are over 700 homes in Lakewood Villages. There are three HOA's. The townhomes have two HOA's which take care of the upkeep of the shoreline and the other take care of the snow, grass, and painting. He stated there are no other HOA's. He commented he has concerns with the number of Outlots and was curious to what the City's plan is for the outlots.

Councilman Preister referred to the email provided to the Council Members prior to the meeting. He addressed the issue regarding the annexations being cost effective. He advised the Finance Department reviews all annexation packages to make sure the requirements are met. Once an annexation is finalized, the City can refinance bonds. He noted the current interest rate on bonds is very low, therefore the City will save money. After all the annexations are approved, the budget will be amended. This will include staffing and equipment concerns for the annexation. He referred to the comment regarding the construction of the Marv Holubar trail and stated that is not a City project. Mr. Jeff Roberts, Public Works Director, commented it is a project of Sarpy County.

Councilman Shannon advised the City is encouraging HOA's to maintain their parks.

Mr. Jeff Roberts explained he has spoken with several SID's. He informed them the City will continue with routine maintenance. This includes mowing, tree trimming, snow removal, and common maintenance. He is working with the SID's to facilitate the responsibilities of the City and the SID's.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 1<sup>st</sup>.

**Ordinance No. 3968: Request to annex Sanitary and Improvement District #208, Sunrise (Phase III and IV). Applicant: City of Bellevue. (Land Use Planner)**

Ordinance No. 3968, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 208, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the second time and presented for public hearing.

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.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 1<sup>st</sup>.

**Ordinance No. 3969: Request to annex Sanitary and Improvement District #215, Piper's Glen. Applicant: City of Bellevue. (Land Use Planner)**

Ordinance No. 3969, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 215, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the second time and presented for public hearing.

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.

Councilman Burns left Council Chambers at 6:55 p.m.

Councilman Shannon left Council Chambers at 6:56 p.m.

Mr. Chuck Hutchison mentioned he is the Chairman for SID #215. He stated he has concerns with the fountain located in the park, explaining there is no HOA to maintain it. He provided a history regarding the development of the park. He explained in 2008 the SID came to the City Council for approval to build the park. When the City Council approved the park, it became the City's responsibility to maintain. According to State Law, the SID was required to go to the City Council for approval, because the City will eventually be responsible to maintain the park. He explained there is a pond aerator and the SID is requesting as part of the annexation, the City continue to maintain the aerator. Mr. Hutchison advised part of the SID includes Tregaron Ridge Townhomes. He questioned how the residents will be able to select a trash service and pay for it, since they do not receive MUD bills. In general, Mr. Hutchinson expressed concerns with all issues and questions being addressed regarding all the annexations.

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Commenting he is concerned the City is moving too fast. He stated the attorney for the SID received an email from Papillion Sanitation. The email shared that trash service will begin on March 1<sup>st</sup>. Mr. Hutchinson stated the contract in place for trash service, includes terms explaining trash service ends immediately upon annexation. This would leave the residents without trash service from November to March. Mr. Hutchinson questioned how this issue will be addressed. He commented as part of the annexation, he is looking forward to library services and the enforcement of City ordinances. He stated the City is allowed by law to pay someone to enforce the ordinances. He stated the City has not been doing this.

Councilman Burns left Council Chambers at 6:57 p.m.

Councilman Shannon left Council Chambers at 6:59 p.m.

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

Mr. Ristow, City Administrator, addressed the issue of trash concerns for the townhomes. He explained clarity was needed on whether or not the residents were rushing a common dumpster or individual bins. He received an email today, clarifying they use individual bins. Papillion Sanitation will continue individual removal and the billing will be done by the City of Bellevue. Mr. Ristow explained until the annexation is approved, Papillion Sanitation cannot provide trash service. He stated Papillion Sanitation has been working with Premier to provide service until Papillion Sanitation is able to. He commented the agreements will be maintained through the City while Papillion Sanitation gets their equipment in place.

Mr. Ristow addressed the concern of the pond. He explained he was waiting on clarity if the pond was a retention pond or a true pond and, on the mechanics, to maintain the pond.

Mayor Hike referred to comments received this evening regarding parks and trails. He explained the City is responsible for the development of parks and trails in SIDs. He stated the parks and trails are an important part of the community. It is the City's goal to continue to maintain them.

Councilman Preister referred to the comment regarding the enforcement of ordinances. He explained the code and ordinances are established for the City's Extra Territorial Jurisdiction (ETJ). However, if the property is not in the City's limits, the City has no authority to enforce it. The County would enforce it.

Ms. Bree Robbins, City Attorney, stated what Councilman Preister said was accurate. Once the area is annexed, the City will enforce the codes and ordinances, not the County. She suggested the SID attorney contact her. Discussion followed.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 1<sup>st</sup>.

**Ordinance No. 3970: Request to annex Sanitary and Improvement District #242, Cedar View. Applicant: City of Bellevue. (Land Use Planner)**

Ordinance No. 3970, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 242, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the second time and presented for public hearing.

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.

Mr. Robert Peterson was present as the attorney representing SID # 242, Cedar View. He stated he has concerns with the land being contiguous since the Darling Ingredients property and Krejci property are not annexed. He mentioned there is a pending litigation with Darling Ingredients. He suggested the annexation should be deferred until the lawsuit is settled.

Ms. Bree Robbins stated due to the pending litigation, she cannot discuss much. However, she advised Mr. Peterson the Darling Ingredients property and Krejci property have already been annexed into the City.

Mayor Hike advised the Council has been advised on the pending litigation.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 1<sup>st</sup>.

**Ordinance No. 3971: Request to annex Sanitary and Improvement District #269, Orchard Valley. Applicant: City of Bellevue. (Land Use Planner)**

Ordinance No. 3971, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 269, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the second time and presented for public hearing.

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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.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 1<sup>st</sup>.

**Ordinance No. 3972: Request to annex Sanitary and Improvement District #279, Spring Creek. Applicant: City of Bellevue. (Land Use Planner)**

Ordinance No. 3972, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 279, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the second time and presented for public hearing.

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.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 1<sup>st</sup>.

**Ordinance No. 3973: Request to annex Sanitary and Improvement District #280, Kennedy Town Center. Applicant: City of Bellevue. (Land Use Planner)**

Ordinance No. 3973, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 280, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the second time and presented for public hearing.

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.

Ms. Barbara Lemoine was present as the President of the HOA for SID #280, Kennedy Town Center. She stated the SID is excited to be annexed and thanked the City and Council Members. She mentioned the SID already has an agreement with Papillion Sanitation in place. She would like to verify if the agreement would stay in place and clarification on trash services. She explained currently the HOA pays for trash, so trash services are not included on the residents MUD bills.

Mr. Ristow explained Papillion Sanitation will be mailing out letters to individual home owners regarding the transition. He advised MUD does the billing for the City's trash. He noted the trash service will be included on the residents MUD bill.

Councilman Preister stated it was refreshing to hear residents are excited about the annexation. He stated the quality of service provided will be on par. In addition, there will be some ups and downs. He advised the residents to contact the City if there are any problems. The goal is to make the annexations a smooth transition.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 1<sup>st</sup>.

**Ordinance No. 3974: Request to annex Sanitary and Improvement District #289, Colonial Pointe at Fairview. Applicant: City of Bellevue. (Land Use Planner)**

Ordinance No. 3974, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 289, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the second time and presented for public hearing.

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.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 1<sup>st</sup>.

# MINUTE RECORD

Bellevue City Council Meeting, September 17, 2019, Page 7

**Ordinance No. 3975 - Request to annex Lot 156, Pipers Glen, Lot 352, Oakhurst, Lot 36A2A, Pleasant Hill or Martin's Subdivision, Tax Lot B1B, located in the Northeast ¼ of Section 6 and Tax Lot 1B, located in the Northeast ¼ Section 15, and all in T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska. Applicant: City of Bellevue. (Land Use Planner).**

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.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 1<sup>st</sup>.

**Ordinances for Introduction: (First Reading): None**

## **PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:**

**Request for a conditional use permit for Lot 24, Childs Estate Acres, for the purpose of a self-storage facility. Applicant: Barney Barrett. General Location: S. 9<sup>th</sup> St. and Cary St. Case #: CUP-1802-01.**

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. Mr. Barney Barrett was present to answer any questions.

Mr. Art Childers stated he has a couple complaints regarding the plans. He mentioned there have been sewer problems in the past, where the sewers collapsed. The City came out and put five-ton regulations on 9<sup>th</sup> Street, which has not worked. He has concerns with the traffic the proposed storage facility will bring onto 9<sup>th</sup> Street.

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

Mrs. Tammi Palm, Land Use Planner, commented she has had discussions regarding this matter with the Public Works Director. They do share similar concerns. She explained there is a weight limit on South 9<sup>th</sup> Street and they do not want heavy equipment traverse the street. She mentioned she spoke with the applicant and his team yesterday. They are agreeable to put language into the Conditional Use Permit Agreement. She offered an amendment to the agreement to keep construction equipment off of South 9<sup>th</sup> Street and use Cary Street. The entrance is on South 9<sup>th</sup> Street. Mrs. Palm advised she is working with the Public Works Director on the issues. If there is equipment at all on South 9<sup>th</sup> Street, it would be very minimal. It is possible to route the traffic completely onto Cary Street.

Councilman Cook stated one of his concerns if the equipment has to go north, what route be taken from the location. Mrs. Palm advised Cary Street to Fort Crook Road. She stated they want to avoid any heavy construction equipment going north to Virginia Street.

Mr. Barrett stated he is going to put in the construction contract that the crew cannot travel on South 9<sup>th</sup> Street during construction.

Councilman Stinson questioned Mr. Childers if his concern is also with traffic the storage facility will generate once open. Mr. Childers replied yes, specifically with the traffic going south.

Councilman Shannon referred to page 10 of the staff report. He pointed where the proposed entrance, suggesting it could be moved. Mr. Barrett commented he would like to have the entrance off Cary Street in the center. The problem is the City requires the entire road be paved up the hill, along with sewer, water, and storm sewer. Mrs. Palm stated if he were to come off of Cary Street, the street would need to be improved. Councilman Shannon questioned if the City would be responsible for the improvements. Mrs. Palm replied it is the developer's responsibilities. Conversation ensued on future developments in the area.

Mr. Barrett explained the proposed facility will only have a hundred spots, where he will utilize one of the buildings for his business. Mrs. Palm pointed out there is no outdoor storage, it will all be indoor storage.

Councilman Cook inquired what size the units are. Mr. Barrett explained they are the size of a one car garage. Councilman Cook questioned if there would be any large size vehicles stored there. Mr. Barrett said large vehicles won't fit.

Councilman Preister commented he has concerns with the conditions of the sewers.

Councilman Shannon inquired if a sign was posted for the weight limit for the trucks. Mrs. Palm clarified a sign is posted. Mr. Roberts stated the applicant will also have a clause in the construction contract regarding the weight limit.

Mr. Dan Norman was present as the engineer on the project. He mentioned there is a grading plan which still needs to be approved by the City. He advised the plans can include the entrance and exits for the construction equipment to come off of Cary Street.



# MINUTE RECORD

Bellevue City Council Meeting, September 17, 2019, Page 8

**Motion** was made Welch, seconded by Shannon, to approve the conditional use permit for Lot 24, Childs Estate Acres, for the purpose of a self-storage facility. Applicant: Barney Barrett. General Location: S. 9<sup>th</sup> St. and Cary St. Case #: CUP-1802-01. Roll call vote on the motion to approve as follows: Stinson, Cook, Shannon, Priester, Burns, and Welch voted yes; voting no: none. Motion carried.

**Motion** was made by Welch, seconded by Preister, to amend the conditional use permit for Lot 24, Childs Estate Acres, for the purpose of a self-storage facility, by adding language indicating all construction equipment shall use Cary Street for access and to stay off South 9<sup>th</sup> Street and to abide by the weight limit posted. Roll call vote on the motion to approve as follows: Stinson, Shannon, Priester, Burns, and Welch voted yes; Cook voted no: none. Motion carried.

**Request for a conditional use permit for Lot 1, Milt's Addition, for the purpose of a self-storage facility. Applicant: Chandler Storage West, LLC. General Location: 2715 Chandler Road West. Case #: CUP-1907-03.**

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.

Mr. Charlie Faulk was present as the owner of Milt's Mini Storage. He explained he was previously approved for a self-storage facility. Since the previous approval, grading and engineering had to be completed. There were six buildings, which have been pushed together. In doing so, there has been an additional 1,400 – 1,800 square feet added to the project. The Planning Department recommended to the applicant he submit an application for the addition.

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 the neighbors are still opposed and feels the Council has not responded well to their concerns. He mentioned he attended the Planning Commission meeting, however none of the neighbors attended. He stated Mrs. Micek was unaware the driveway going across Cedar Island Road had already been approved prior. She expressed her concerns regarding lights and traffic leaving the facility near her house. Councilman Preister read an email stating the original plans showed no open storage, however the new plans indicate there will be 75% open storage. The email addressed concerns with the retention pond as well. He mentioned the neighbors do have concerns and he advised them he would address them.

Mr. Faulk commented there is no additional outdoor storage and the parking has been reduced from what was originally proposed. He advised the only reason for the request is due to the buildings being pushed together, with thirty feet in between each building.

Councilman Preister mentioned there are about 41 parking stalls being removed. The six buildings are being consolidated into three, with an addition of under 54 square feet less than 2,000 square feet of additional feet inside.

Councilman Preister addressed concerns with run off, leaking oil, and antifreeze. Mr. Faulk advised the engineer on the project will address before obtaining approval from Public Works.

Mrs. Palm explained there is a previously approved site plan in the staff report, dated January 9, 2019. City Council approved the plan in February. The access point along Cedar Island Road has not changed. It was on the previous submission and has not changed. Mrs. Palm explained the neighbors were notified and received a copy of the site plan last winter. The site plan the neighbors recently have received, reflects the same exact access. There have been no changes made to site plan or the detention basin. There was always outdoor storage proposed and this was included on the original site plan which Council has previously approved. The applicant has proposed to reduce the outdoor storage with the current proposal. Discussion followed.

Councilman Shannon requested clarification from the applicant if he still intends to have an area on the outside of the fence for animals. Mr. Faulk advised he does.

Councilwoman Welch clarified none of the landscaping has changed in regards to the wildlife. Mr. Faulk replied none of that has changed.

Councilman Preister mentioned several trees have been removed from the area and it looks very bleak. He referred to Section 6.06.01 of the Bellevue Zoning Ordinance. The section mentions no conditional use permit shall be granted if it is detrimental to the public comfort or general welfare of the community. Section 6.06.02 states it will not be injurious to the use and enjoyment of other property in the vicinity. He explained the neighbors have expressed the facility will be injurious to their enjoyment.

**Motion** was made Shannon, seconded by Welch, to approve the conditional use permit Lot 1, Milt's Addition, for the purpose of a self-storage facility. Applicant: Chandler Storage West, LLC. General Location: 2715 Chandler Road West. Case #: CUP-1907-03.

Councilman Cook stated the project was previously approved and he did not support it. However, by adding more indoor storage and reducing the outdoor storage, it is a plus to the project. He stated he

# MINUTE RECORD

Bellevue City Council Meeting, September 17, 2019, Page 9

supports the project.

Roll call vote on the motion to approve as follows: Stinson, Cook, Shannon, Burns, and Welch voted yes; Preister voted no. Motion carried.

**RESOLUTIONS:** None

**CURRENT BUSINESS:**

**Approve and authorize the Mayor to sign the Purchase Agreement for the City to obtain certain parcels and property. (City Attorney) (This item may be considered for Closed Session)**

**Motion** made by Burns, seconded by Cook, to adjourn into closed session, for the protection of the public interest, at 7:53 p.m. regarding a Purchase Agreement for certain real estate. 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, and Public Works Director Jeff Roberts.

**Motion** was made by Welch, seconded by Stinson, to come out of closed session at 8:13 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.

**Motion** was made by Cook, seconded by Preister, to approve and authorize the Mayor to sign the Purchase agreement for the City to obtain certain real estate. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

**ADMINISTRATION REPORTS:**

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

**CLOSED SESSION:**

**ADJOURNMENT:**

There being no further business to come before the Council at this time, on motion by Welch, seconded by Shannon. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. At 8:15 p.m. the meeting adjourned.

  
Susan Kluthe, City Clerk



\_\_\_\_\_  
Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on September 17, 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.

  
Susan Kluthe, City Clerk



## MINUTE RECORD

Bellevue Building Board of Review Meeting, September 11, 2019

The Bellevue Building Board of Review held a special meeting on Wednesday, September 11, 2019 at 4:30 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Building Board of Review members Veylupek, Yeoman, Gladbach, Kimball, and Downs. Also present was Mike Christensen, Chief Building Official, Terry Rybar, Plumbing/Mechanical Inspector and Don Gifford, Acting Battalion Chief.

Notice of this meeting was given in advance thereof by publication in the Bellevue Leader and posting in one public places, and was also given to the Chairperson and members prior to the meeting. These minutes were written and available for public inspection within ten days of the meeting.

Gladbach announced a copy of the Open Meetings Act was posted in the entry to the City Council Chambers.

Motion was made by Kimball, seconded by Yeoman to approve the minutes of the September 29, 2014 special meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Gladbach explained the public hearing procedures

PUBLIC HEARING was held on a request waiver of the City of Bellevue's adopted UPC 2012 Chapter 4, 422.1 minimum Plumbing facilities for S-1 storage occupancy. Applicant: Chandler Storage West. Contractor/Agent: Craig Faulk. General Location: 2715 Chandler Road. Case # BBOR-1908-01. Waiver request is to waive the requirement for two new restrooms, one male and one female and install one unisex restroom.

Charlie Faulk 1625 S 109<sup>th</sup> Street, owner of Chandler Storage, was present to speak on his request. Charlie stated he has been in the storage business since 1978. He explained the request for waiver.

Gladbach noted the bathroom schematic in the packet attached to the application and asked if that was attached to the existing caretakers building. Charlie stated it was. Gladbach asked if there was plumbing in that existing building. Charlie stated there was but the sewer line would need to be ran outside the building.

Gladbach stated he recalled a storage facility where the discussion came up whether to put facilities in an adjacent building where plumbing facilities were existing. Christensen stated the occupancy in that case was the same as the new storage facility being built and was within the travel distance allowed in the type of occupancy so they were able to utilize that facility within the other storage units already existing on site. The difference here is you have a residence that is basically locked up and not usable at this time. Christensen ask the applicant if the unisex bathroom would be constructed on the exterior of the existing residence and would be accessible 24/7. Charlie Faulk said "that is correct."

Gladbach stated he had not seen the layout of the facility was it within the travel distance. Christensen stated he had not seen the layout either but thought it was actually greater than 300 feet also.

Downs asked how many additional units were they adding. Craig Faulk stated they don't go by units rather they go by square footage so you can divide up the space multiple ways but thought it would be approximately 150 units.

Charlie Faulk offered a rough drawing of the facility.

Christensen asked Terry Rybar if there was a travel distance in the UPC for restrooms for the S-1 facility. Rybar stated the only one that's referenced was 300 feet. Kimball asked if the unisex restroom was within that 300 feet of the new units that are going to be built. Charlie stated it was within 300 feet of the storage unit but not all units. Terry Rybar stated the 300 feet is for shopping centers and does not apply.

Christensen stated the main thing is the applicant is willing to install a unisex restroom. He asked if the additional square footage was 43,460, which by code would require one male and one female restroom. Gladbach stated it was not a heavy traffic. Christensen stated not everyone would be converging on the area at one time and the only thing the City would ask is that being a unisex restroom it would have one urinal and one water closet. Charlie stated they were proposing one urinal and one water closet.

Gladbach stated he did not have an issue with the proposal as long as there was a restroom accessible to the public.

# MINUTE RECORD

Bellevue Building Board of Review Meeting, September 11, 2019

Downs asked if it was a secured compound. Charlie stated it was.

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

Motion made by Veylupek, seconded by Kimball, to approve the waiver for a unisex restroom. MOTION carried unanimously.

PUBLIC HEARING was held on request for waiver of the City of Bellevue's adopted IBC 2012 code Chapter 9, Section (F) 903.2.9 #5 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists: #5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 feet. Applicant: Chandler Storage West. Contractor/Agent: Craig Faulk. General Location: 2715 Chandler Road. Case# BBOR-1908-02. Waiver request is to waive the requirements for a sprinkler system in an S-1 occupancy that may be used for storing upholstered furniture or mattresses exceeding 2,500 square feet as required by section (F) 903.2.9 #5, by proposing an alternate solution.

Ronald Glowen with Design Associates, 2702 N 108<sup>th</sup> Street, Ste. 302, Omaha, NE. Glowen was present on behalf of the applicant. Glowen stated he was there to answer questions and explain the concept a little bit better. Glowen stated there was a change to the code that was recently adopted. Previously storage facilities were limited to a 12,000 square foot area and three stories above grade, and a combined fire area of 24,000 square feet maximum. With the 2012 code there was an additional requirement with upholstered furniture and mattresses, and that dropped it down to 2,500 square feet which was a shock to everyone in the industry. This was added due to a fire in a Charleston sofa super store in 2007 and the code people jumped on it to get a handle on it but in the process they somewhat overreacted and are actually in the process of revising and fixing it in the 2021 code. Glowen provided a copy of the memorandum and said as you read that you will see that the code jumped on this to contain the storage of mattresses and upholstered furniture but in the process did not realize the impact it would have on the self-storage facilities. They realize they have overreacted to that part of it, what they are now in the process of adopting an exemption for storage facilities where you have direct access to the outside. Glowen said also in #5 there was a term limiting the occupancy to 2,500 square feet rather than the fire area. Fire areas are normally confined with a structural wall, and in this case a three-hour wall which would stand with the collapse of the building on either side and the fire wall will stay. We see that more commonly in strip centers, what they propose is breaking up the building every 2,500 square feet or less than so that no section would be larger than 2,500 square feet before you would have a fire wall. On the two larger buildings (which are exceeding the 12,000 square feet) we would still have our three-hour fire wall to limit the fire areas to 12,000 square feet on either side. We are purposing that on all three buildings so that no compartments in all three buildings would be no larger than 2,500 square feet. That is the direction we are purposing in lieu of fire sprinkler in a non-heated building creating a lot of extra things. Each building ends up with a riser and has to have an air system and compressor. The water is not necessarily available in the size it would need to be at this point so this is a proposed solution. The code people are now retracting what they did to the self-storage facilities by rewriting the code now, but it takes so long for communities to adopt the code.

Gladbach asked "so this is changing back to 12,000? Glowen said "it's leaving the 12,000 in place and just eliminating the inclusion of the self-storage with units accessed from the outside, the interior hallway ones are still a gray area."

Gladbach asked "So this is basically on the 2021 code it's 12,000 with exterior access, if it's interior it still reverts to the 2,500? Glowen said "technically yes."

Veylupek asked if it was the 2021 code. Gladbach stated it was and we would probably not get around to adopting that code until 2025.

Christensen asked Gifford if he had some commentary that was written by the code. Gifford stated the commentary states that particular section of the code in 2012 was written because of the rapid flame growth of furniture and heat was what drove them to limit to 2,500 square feet. Gladbach asked if that was the IFC. Gifford said it was the IFC. Gladbach stated the IFC runs parallel to the IBC.

Gladbach asked Gifford if there was anything comparable in the NFPA to this. Gifford stated the 2012 has some verbiage on the 2,500 square feet. Gifford read from the 2012 NFPA1 code "automatic sprinkler system shall be installed throughout all mini storage building greater than 2,500 square feet where any individual storage unit are separated by less than one-hour fire resistant barrier."

Gladbach stated the state has adopted the 2018 but this is a requirement in that code also.



# MINUTE RECORD

Bellevue Building Board of Review Meeting, September 11, 2019

Kimball asked if the units have sheet rock or metal ceilings. Glown stated the buildings are metal construction with metal side walls that go to the roof, and every 2,500 square feet would have a rated wall that would go to the roof to compartmentalize everything.

Gladbach asked Christensen if a one-hour wall was considered, how would that affect the roof structure since it's bearing on the demising wall. Christensen stated the thing that is unique is between an S-1 and an S-2 which is low hazard, is the requirement for separation between those two units is the only way you can use a one hour is if the building is sprinkled. The requirement in a non-sprinkled S-1 and S-2 is two-hour, and that is between a lower hazard and an S-1. So now you've got S-1 across the board you're trying to implement a one hour that isn't even sufficient for an S-2 with a lower hazard without a sprinkler system. Glown said "we could consider doing the two hour if that would be satisfactory." Gladbach said "if you did a two hour with a separation rather than going through the roof of the parapet, you can do the five foot with one-hour barrier. Glown said even with the three-hour wall we could stop at the underside of the roof with non-combustible construction. We just can't have openings within ten feet on the roof.

Gladbach stated the applicant has requested a waiver on the sprinkler but as far as the options if you look at the code the separation on the three-hour, if you were to do that and break it into 2,500 foot zones you don't need a waiver on the sprinkler. Glown stated that if we did the self-supporting free-standing wall where it could collapse on either side that's a poured wall with a foundation which is more expensive to build than two layers of drywall. The three-hour wall will drive up the cost.

Gladbach stated technically the Board cannot declare cost as a hardship and has to justify whatever hardships there are and not violate the code.

Christensen stated the City of Bellevue has adopted the 2012 IBC without any amendments to that section and the State has adopted the 2018 IBC without any amendments to that section. With that being said, you are to be no less restrictive than the State so that will be an issue down the road for you.

Craig Faulk asked if the Board would accept a verbal from the code council if they were to get in touch with Christensen in regards to the changes regarding self-storage. Gladbach stated they could possibly table the request until Christensen can discuss it with the code council.

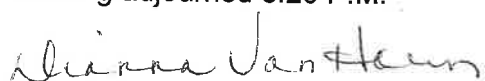
Christensen stated to Gladbach that the Board should vote on the proposal at this time. Gladbach stated he would rather table it until there could be a discussion between Christensen and the IBC. Gladbach recommended that it be tabled. The Board would be setting a precedent if we did grant a waiver at this time. Christensen stated with that being said, he recommends the Board vote on the proposed amendment and the applicant can resubmit if necessary.

Gladbach stated if the Board were to vote on the waiver, he would recommend denial but would still allow the applicant to come back with a prescriptive three-hour separation if there is some assurance down the road with Christensen to drop it to a two hour or to eliminate the requirement. Glown said the owner would rather table their request.

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

Motion made by Veylupek, seconded by Yeoman to table the request for waiver.  
MOTION carried unanimously.

Meeting adjourned 5:20 P.M.



Dianna Van Horn  
Permit Technician

# MINUTE RECORD

Amended Minutes  
pg 2  
hi-lighted

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.

**Motion** 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 re-appointment 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)**



# MINUTE RECORD

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.

**Motion** 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.

**Motion** 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 Burns. Motion carried. Mayor Hike declared Ordinance No. 3953 passed and adopted.

# MINUTE RECORD

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. (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>.

# MINUTE RECORD

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 yes; 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.

**Motion** 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 yes; 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)**

**Motion** 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

**Motion** 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.



# MINUTE RECORD

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 13<sup>th</sup>. 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.

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Susan Kluthe, City Clerk

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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.

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City Clerk

# MINUTE RECORD

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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.

**Motion** 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 re-appointment 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)**

# MINUTE RECORD

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.

**Motion** 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.

**Motion** 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.

# MINUTE RECORD

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. (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>.

# MINUTE RECORD

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 yes; 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.

**Motion** 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 yes; 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)**

**Motion** 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

**Motion** 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.



# MINUTE RECORD

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 13<sup>th</sup>. 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.

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Susan Kluthe, City Clerk

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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.

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City Clerk

# MINUTE RECORD

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10/1/19

## CLAIMS FOR FISCAL YEAR END-SEPTEMBER 27, 2019

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### MAYOR

55TH WEATHER WING TOP III	CPS-55TH BIRTHDAY BALL LUNCHEON	52.00
METROPOLITAN AREA PLANNING AGENCY	CPS-COUNCIL OF OFFICIALS MEETING	25.00
		<u>\$ 77.00</u>

### CITY ADMINISTRATOR

55TH WEATHER WING TOP III	CPS-55TH BIRTHDAY BALL LUNCHEON	52.00
METROPOLITAN AREA PLANNING AGENCY	CPS-COUNCIL OF OFFICIALS MEETING	25.00
PETTY CASH - FINANCE	REIMB FOR PARKING-RISTOW	140.00
PETTY CASH - FINANCE	CAR TAGS-ADMIN	15.00
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	98.11
		<u>\$ 330.11</u>

### CITY COUNCIL

55TH WEATHER WING TOP III	CPS-55TH BIRTHDAY BALL-SHANNON	50.00
DON PREISTER	REIMB FOR INTERNET-SEP 2019	83.55
		<u>\$ 133.55</u>

### LEGAL SERVICES

LATIME REPORTING	DEPOSITIONS TRANSCRIPT	318.50
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	87.01
		<u>\$ 405.51</u>

### CABLE ADVISORY

PETTY CASH - FINANCE	RIVERFEST PICTURES-DAVIDSON	50.82
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	48.00
		<u>\$ 98.82</u>

### CITY CLERK

INDOFF	OFFICE SUPPLIES	27.77
J P COOKE COMPANY	NOTARY POCKET STAMPER	34.70
SARPY CO REGISTER OF DEEDS	RECORDING FEES	268.00
		<u>\$ 330.47</u>

### FINANCE/RISK MANAGEMENT

ABILA	ANNUAL MAINTENANCE AND SUPPORT	8,464.00
AMAZON.COM, LLC	OFFICE SUPPLIES	43.20
CREATIVE RISK SOLUTIONS	NEW CLAIM FEES-AUG 2017	250.00
GREAT PLAINS GOVERNMENT FINANCE	GFOA CONFERENCE	150.00
HANEY SHOE STORE	SAFETY BOOTS	178.99
HOLIDAY INN-KCMO	CPS-LODGING FOR ADA TRAINING-WOODARD	489.36
INDOFF	OFFICE SUPPLIES	294.90
MISSOURI PARKS & RECREATION	CPS-ADA TRAINING-WOODARD	590.00
RICH SEVERSON	REIMB MILEAGE FOR CONFERENCE	120.64
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	53.04
		<u>\$ 10,634.13</u>

# MINUTE RECORD

CLAIMS FOR FISCAL YEAR END-SEPTEMBER 27, 2019

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## LIBRARY

NEOFUNDS BY NEOPOST	REFILL POSTAGE METER	650.00
AMAZON.COM, LLC	BOOKS, BAR CODE READER, PROGRAM SUPPLIES, VIDEOS	1,426.85
BELLEVUE PRINTING COMPANY	ENVELOPES	157.43
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	254.91
DEMCO	FLAT SHELVES, SUPPLIES	1,702.00
INGRAM LIBRARY SERVICES	BOOKS	4,286.09
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	12.29
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-9-4	258.98
MICHELLE BULLOCK	REIMB FOR SUPPLIES	49.98
NEOPOST USA INC	POSTAGE LABELS	58.76
OMAHA WORLD HERALD NEWSPAPER	BOOK	14.95
PETTY CASH - LIBRARY	REIMB PETTY CASH	34.40
RUFF WATERS	AQUARIUM MANAGEMENT	65.00
STAPLES ADVANTAGE	OFFICE SUPPLIES	160.73
THE SHOPPER, INC	DVD CASES, LOCKS	414.83
		<hr/>
		\$ 9,547.20

## ADMINISTRATIVE SERVICES/PERSONNEL

HR CERTIFICATION INSTITUTE	CPS-RENEW MEMBERSHIP-RABBASS	160.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	116.00
INDOFF	OFFICE SUPPLIES	65.46
INTEGRATED REHABILITATION	RANDOM DRUG TESTS	1,705.00
ONE SOURCE	BACKGROUND CHECKS	365.00
PAYCHEX of NEW YORK, LLC	PAYCHEX TIME & LABOR ONLINE 8/30/19	99.00
PETTY CASH - FINANCE	REIMB FOR POSTAGE-DECKER	4.20
PETTY CASH - FINANCE	TAGS FOR MINI BUS	16.00
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	78.32
ULTIMATE SOFTWARE GROUP, INC	SUBSCRIPTION FEES	34,598.70
		<hr/>
		\$ 37,207.68

## PUBLIC WORKS

SAM'S CLUB DIRECT	CPS-SUPPLIES	20.64
HDR ENGINEERING, INC	SOUTH LIFT STATION EVALUATION	3,261.24
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-9-4	28.50
PETTY CASH - FINANCE	REIMB T-SHIRT-ROBERTS	12.00
SUBURBAN NEWS ADV	LEGAL ADS	30.34
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	273.96
		<hr/>
		\$ 3,626.68

## PARKS

ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING-CYCLE 8	9,146.90
AMAZON.COM, LLC	ICE BAGS	55.18
A-RELIEF SERVICES	PORTABLE RESTROOMS	332.00
DAY ELECTRIC SERVICE, INC	REPAIR OUTFIELD LIGHTS-BALDWIN	1,565.50
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	166.40
MENARDS	LUMBER, SUPPLIES, GLOVES, TAPE	610.35
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-9-4	4,241.95
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	234.79
VOGEL WEST	TILE, PAINT	49.76
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<hr/>
		\$ 16,416.25

# MINUTE RECORD

CLAIMS FOR FISCAL YEAR END-SEPTEMBER 27, 2019

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## RECREATION

AMAZON.COM, LLC	VOLLEYBALL NET-RESTOCK FEE	46.84
DICK'S CLOTHING AND SPORTING GOODS	CPS-BASKETBALL EQUIPMENT	157.43
DILLONS CUSTOMER CHARGES	MOPS	13.49
J & J SMALL ENGINE SERVICE	LAZER MOWER, STRIPER KIT	8,009.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-9-4	99.81
MIDWEST IMPRESSIONS	T-SHIRTS	396.60
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	63.11
		<hr/>
		\$ 8,786.28

## BUILDING MAINTENANCE

BELLEVUE VACUUMS	CPS-VACUUM	310.45
BIG RED LOCKSMITHS	CHIP KEY	65.00
BIL-DEN GLASS	ADJUST SOUTH SIDE WINDOW	78.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	340.89
DAY ELECTRIC SERVICE, INC	REPLACE TIME CLOCK, BREAKERS, MOVE CONTROL BOX AT SPLASH PAD	4,189.20
ECHO GROUP, INC	OUTSIDE LIGHT	36.30
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHER INSPECTIONS	2,177.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	47.24
J & J SMALL ENGINE SERVICE	WEEDEATER BLADE, SNOWBLOWER	1,460.99
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	20.00
KEN BROOKE ROOFING, INC	REPLACE ROOF, GUTTERS-REC CENTER	38,914.61
MARKING REFRIGERATION, INC	ICE MACHINE REPAIR	110.00
MENARDS	PAINT, TAPE, SHEATING, ELEC SUPPLIES, PIPE, GROMMETS	323.48
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-9-4	574.32
ODEYS FIELD EXPERTS	LINESTRIPE PAINT	208.00
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	280.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	779.18
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	24.05
WESTLAKE ACE HARDWARE	STRIPING PAINT, SEAL TAPE, GRASS SEED	43.75
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		\$ 49,982.46

## CEMETERY

DAY ELECTRIC SERVICE, INC	REPAIR POLE LIGHT	360.80
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-9-4	90.07
NANCY MCDONALD	SELL BACK CEMETERY PLOT	300.00
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	48.00
		<hr/>
		\$ 798.87

## STREETS

ALFRED BENESCH & COMPANY	CAPEHART RD IMPROVEMENT	13,991.99
ALFRED BENESCH & COMPANY	RESURFACING PROJECTS	1,907.88
ALFRED BENESCH & COMPANY	2019 OVERLAY PROJECTS	475.00
AMAZON.COM, LLC	OFFICE SUPPLIES	239.80
ASPHALT & CONCRETE MATERIALS	ASPHALT	2,482.21
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	26.67
CARROLL CONSTRUCTION SUPPLY	ARROW BLADES	465.00
HUSKER CHEM SALES	CHEMICALS	250.00
INDEPENDENT SALT CO	DE-ICING SALT	9,047.33
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	8,234.65
MARTIN PRODUCTS SALES, LLC	BULK OIL	469.90

# MINUTE RECORD

CLAIMS FOR FISCAL YEAR END-SEPTEMBER 27, 2019

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## STREETS (cont'd)

MENARDS	BATTERIES, WASHERS, SLEDGEHAMMER, CHALK, MAIL POST KIT	172.26
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-9-4	759.22
MID-AMERICAN SIGNAL	SENSOR SURGE FOR TRAFFIC SIGNALS	1,239.00
MIDWEST RIGHT OF WAY SERVICES, INC	ACQUISITION SERVICES-#545, #532	18,406.54
NEBRASKA FURNITURE MART	CPS-FREEZERS, MICROWAVES	1,845.67
NEWNAM SIGNS	STREET SIGNS	2,875.00
READY MIXED CONCRETE COMPANY	CONCRETE	16,998.71
THE SCHEMMER ASSOCIATES	PEDESTRIAN BRIDGE STUDY-FINAL	1,856.30
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	236.05
VOGEL WEST	PUMP KITS FOR SPRAY GUNS	155.96
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	SUPPLIES	22.21
	<b>\$</b>	<b>82,170.77</b>

## FLEET MAINTENANCE

911 CUSTOM, LLC	LED AMBER FLASHER, LIGHTBAR, SIRENS	4,830.22
ALLIED OIL & TIRE COMPANY	BULK OIL	1,350.99
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, SEALANT, HOSES, FILTERS	1,631.76
BAUM HYDRAULICS CORP	FLANGES, BEARINGS	777.80
BAXTER CHRYSLER DODGE JEEP	PURGE VALVE, SENSORS, DRIVE SHAFT, RADIATOR, FAN	1,616.52
BAXTER FORD	CALIPERS	81.38
BOBCAT OF OMAHA	FILTERS, CAPS, TIRES, VALVES	1,588.85
CONNECTED AUTOMOTIVE SYSTEMS	LAPTOPS	3,300.00
CORNHUSKER INTERNATIONAL TRUCKS	TUBE PRESSURE, TENSIONER, FILTERS, EXHAUST SHIELDS, OIL PAN, FRONT GUARD, HEATER	5,814.89
DANIELSON / TECH SUPPLY	CHUCK ADAPTER	34.47
FACTORY MOTOR PARTS CO	FRONT DISC BRAKE, ACTUATOR, SPARK PLUGS, TRANSMISSION FLUID	263.54
FARM PLAN	SWITCH, LEVER, BRACKET	372.47
FLEET PRIDE	D-RINGS	186.20
GCR TIRES & SERVICE	TIRES	350.64
GRAINGER	JANITORIAL SUPPLIES	178.55
HEAVY DUTY SPECIALISTS	FUEL FILTERS	345.66
HOSE & HANDLING, INC	QUICK RELEASE CLAMP	28.05
INLAND TRUCK PARTS CO	LOCKS, DUST SHIELDS	179.03
J & J SMALL ENGINE SERVICE	PURGE BULB, SWITCH	29.79
JIM HAWK TRUCK TRAILERS	BRAKLEEN, DRYER CARTRIDGE	234.28
KRIHA FLUID POWER CO	ELBOW STEEL, FITTINGS	434.77
LOGAN CONTRACTORS SUPPLY	SAND BLAST NOZZLE	138.50
MATHESON TRI-GAS INC	WELDING SUPPLIES	641.58
MENARDS	SUPPLIES, FOIL TAPE	183.84
NAPA AUTO PARTS	FILTERS, SOLENOIDS, FITTINGS, FUNNEL, PARTS	860.78
NEBRASKA IOWA INDUSTRIAL FASTENERS	EYELETS, CONNECTORS, CONNECTORS, SOCKETS, WASHERS, PINS	179.34
OMAHA GLASS PRO LLC	WINDOWS TINTED	240.00
OMAHA SLINGS	ALLOY COUPLING LINK	426.42
O'REILLY AUTOMOTIVE PARTS	ROCKER SWITCH, PUMP, LINK KIT, GLASS	121.80
P&M HARDWARE	WHEEL, BLADES	237.79
POWERPLAN	STREET PADS, NUTS, LUBRICANT	458.36
QUALITY TIRES, INC	TURF MASTER TIRES	356.00



# MINUTE RECORD

CLAIMS FOR FISCAL YEAR END-SEPTEMBER 27, 2019

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## FLEET MAINTENANCE (cont'd)

SERVICE EXPRESS CO	PRESSURE SWITCH	147.46
SPARTAN MOTORS USA, INC	FRONT SPRINGS, SUSPENSION	703.96
STATE STEEL	STEEL TUBING, ANGLES	1,258.72
TERMINAL SUPPLY CO	CONNECTORS	127.23
THE AUTHORITY TRAINING	CPS-TRAINING	438.00
TRUCK CENTER COMPANIES	BATTERY	306.46
TURFWERKS	OIL FOR MOWERS, SNAP RING	836.82
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	68.10
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WATEROUS COMPANY	PRIMING PUMP ASSEMBLY	1,822.52
WELDON PARTS INC	LED CLEAR BULB	294.92
WESTLAKE ACE HARDWARE	SUPPLIES	4.16
WICK'S STERLING TRUCKS	PANEL ASSEMBLY, DASH	155.02
		<hr/>
		\$ 33,715.04

## SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES-AUG 2019	249,869.28
		<hr/>
		\$ 249,869.28

## PLANNING

INDOFF	OFFICE SUPPLIES	76.00
J P COOKE COMPANY	NAME PLATE	58.65
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	443.35
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-9-4	60.23
SUBURBAN NEWS ADV	NOTICE OF HEARING	39.36
		<hr/>
		\$ 677.59

## PERMITS & INSPECTIONS

BEARDMORE CHEVROLET	2020 CHEVY COLORADO	26,781.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	33.30
INDOFF	OFFICE SUPPLIES	83.87
INTERNATIONAL ASSOCIATION OF PLUMBING & MECHANICAL INSPECTORS	RENEW MEMBERSHIP-CHRISTENSEN	250.00
INTERNATIONAL CODE COUNCIL	CPS-RENEW MEMBERSHIP-CHRISTENSEN	135.00
J P COOKE COMPANY	NAME PLATES	38.80
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	95.10
NEBRASKA NOTARY ASSOCIATION	NOTARY RENEWAL-SCHWOPE	154.00
SUBURBAN NEWS ADV	LEGAL AD	10.66
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	263.15
		<hr/>
		\$ 27,844.88

## POLICE/CODE ENFORCEMENT

AMAZON.COM, LLC	BATTERIES, AMMO CARTRIDGES, COMPUTER SUPPLIES, CASE, SHREDDER	1,017.34
AMERICAN AIR LINES	CPS-AIR FARE-STUKENHOLTZ	208.00
ANDERSON BROTHERS	13-2020 FORD EXPLORER POLICE	446,823.00
AUTO BODY AUTHORITY	REPAIR ON TRUCK-FORD F250	1,901.80
BELLEVUE ANIMAL HOSPITAL	VET SERVICE	20.81
BELLEVUE FORT CROOK, LLC	K9 BUILDING RENTAL-OCT 2019	1,200.00
BEN GULICK	REIMB TRAINING EXPENSES	229.50
CAMBRI HOTELS	CPS-LODGING-GREINER	661.25
CAPITAL BUSINESS SYSTEMS, INC	CREDIT	(60.12)
COMPCHOICE OCCUPATIONAL HEALTH	PRE EMPLOYMENT MEDICAL CHECKS	1,009.57

# MINUTE RECORD

CLAIMS FOR FISCAL YEAR END-SEPTEMBER 27, 2019

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## POLICE/CODE ENFORCEMENT (cont'd)

CONNER PSYCHOLOGICAL SERVICES PC	PRE EMPLOYMENT EVALUATION, WELLNESS CHECKS	1,430.00
DANKO EMERGENCY EQUIPMENT	COLLAPSIBLE CONES	340.00
DAY ELECTRIC SERVICE, INC	RUN LINE FOR CYBER CRIMES	685.55
DELTA AIR LINES	CPS-AIR FARE-CLARK	305.00
DON'S PIONEER UNIFORMS	UNIFORMS FOR NEW OFFICERS	641.71
EMBASSY SUITES, LINCOLN	CPS-LODGING-HOLM	356.43
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	39.63
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	350.00
GT DISTRIBUTORS, INC	MARKING ROUNDS FOR NEW RECRUITS	796.90
INDOFF	OFFICE SUPPLIES	583.25
JOE MILOS	REIMB TRAINING EXPENSES	280.50
KALAHARI RESORT & CONVENTION	CPS-LODGING DEPOSIT-CLARK	82.00
KALAHARI RESORT & CONVENTION	CPS-LODGING DEPOSIT-STUKENHOLTZ	82.00
MATTHEW D HOFFMAN	REIMB TRAINING EXPENSES	167.50
MEDTRONIC PHYSIO-CONTROL	AED QUARTERLY MAINTENANCE	1,386.00
MENARDS	BACKSPLASH LAMINATE, GROMMETS, SUPPLIES FOR RANGE	442.47
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-9-4	627.40
MIDLANDS PRINTING	BUSINESS CARDS-HARGISS	101.00
NE COMPUTER PARTS, LLC	EXTERNAL DRIVE	119.99
NEBRASKA FBI	CPS-FBI TRAINING-STUKENHOLTZ	23.00
NEBRASKA LAW ENFORCEMENT	PATROL RIFLE INSTRUCTORS	260.00
NED JONES	LIABILITY CLAIM-PROPERTY	2,199.98
NET DUTY SOFTWARE	SCHEDULING SOFTWARE	828.00
ORBITZ	CPS-AGENT FEE-TRAVEL-STUKENHOLKTZ	4.34
PETTY CASH - FINANCE	CAR TAGS	15.00
PETTY CASH - FINANCE	PARKING-HOLM	33.75
PETTY CASH - FINANCE	EVIDENCE SUPPLIES-DIXON	6.36
PETTY CASH - FINANCE	BRIDGE FEE-DARGY	2.00
PRIME COMMUNICATIONS, INC	SECURITY CAMERA FOR LOBBY	2,194.54
SETCOM CORP	WIRELESS MICS	947.20
SIOUX SALES COMPANY	S&W PISTOLS	890.00
SPANISH FOR COPS	CPS-SPANISH FOR COPS-PETTITT, JIMERSON, NIEKSEN,ALBRECHT, GRAY	950.00
SPRINT	MONTHLY SERVICE-AUG 2019	125.22
SUPER SEER CORPORATION	HELMET FOR MOTORCYCLE OFFICER	508.00
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	3,747.79
ULINE	LABELS	123.15
		<b>\$ 474,686.81</b>

## FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	193.88
AMAZON.COM, LLC	COMPUTER SUPPLIES, FLAGS, UNIFORM SHIRTS, SHOES	969.34
BELLEVUE TRAVEL	AIR FARE FOR TRAINING ASSESSMENT	580.00
BLACK PROXIMITY KEY FOBS	CPS-KEY FOBS	104.09
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	3,672.97
CNA SURETY	CPS-RENEW NOTARY BOND	40.00
COURTYARD BY MARRIOTT	CPS-LODGING	220.90
CREATIVE RISK SOLUTIONS	NEW CLAIM FEES-AUG 2017	250.00

# MINUTE RECORD

## CLAIMS FOR FISCAL YEAR END-SEPTEMBER 27, 2019

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### FIRE & RESCUE (cont'd)

DC ELECTRIC/HEARTLAND LIGHTING	CORD CAPS FOR GENERATORS	115.80
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
ERNIES STORE INC	FURNITURE-DIST 3 & 1	8,218.89
JORDON FOSTER	REIMB FOR BACKGROUND CHECK	46.38
JP MORGAN CHASE-ARAMARK UNIFORM	LINEN SERVICE-DIST 3	2,408.91
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	593.36
MATHESON TRI-GAS INC	MEDICAL SUPPLIES	23.81
MEDTRONIC PHYSIO-CONTROL	DEFIB ANNUAL MAINTENANCE	5,349.00
MENARDS	PAINT SUPPLIES, CLEANING SUPPLIES	68.68
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-9-4	2,413.30
MICHAEL DINEEN	REIMB MILEAGE-ASSESSMENT	178.50
NEBRASKA IOWA INDUSTRIAL	TOOL BOX	238.61
PATTON EQUIPMENT CO	SHELVING-DIST 2	180.00
SHRED-IT USA	SHREDDING SERVICE	756.00
STEVE WAGNER	REIMB TRAINING EXPENSE	43.06
STRYKER SALES CORPORATION	AMBULANCE COTS	17,312.94
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	849.75
ZOLL MEDICAL CORPORATION	AED CARRY CASE	78.75
		<hr/>
		\$ 44,914.87

### NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2019-9-1	1,043.90
CROP RISK SERVICES-CH	CROP INSURANCE-HAIL	507.00
CROP RISK SERVICES-MP	CROP INSURANCE PREMIUM	2,297.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-9-4	116.93
NE-DEPARTMENT OF REVENUE	AUGUST SALES TAXES	457.55
PETTY CASH - FINANCE	CLEANING SUPPLIES FOR AUCTION CAR	8.72
PM AM CORPORATION	ALARM FEES-AUG 2019	2,410.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-OCT 2019	13,133.40
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
WALGREENS	CPS-RIVERFEST PHOTOS	473.48
		<hr/>
		\$ 20,572.98

### INFORMATION TECHNOLOGY

CORE TECHNOLOGIES, INC	REMOTE SERVICE	72.00
DELL MARKETING L.P.	COMPUTER LATITUDE	1,814.95
GO.DADDY	CPS-RENEW LICENSE	319.96
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	59.95
ILAND INTERNET SOLUTIONS	SECURE ICLOUD BACKUP	771.90
ONE CALL CONCEPTS	LOCATES FOR IT	7.69
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	40.29
		<hr/>
		\$ 3,086.74

### WASTEWATER

AMAZON.COM, LLC	OFFICE SUPPLIES	94.79
CARHARTT, INC	CPS-UNIFORM PURCHASE-SELIG	256.92
GRAINGER	BALL, PINTLE, HOOKS, GLOVES	427.88
HDR ENGINEERING, INC	QUAIL CREEK LIFT STATION-INV 9	21,861.68
HDR ENGINEERING, INC	SEWER REPLACEMENT AND FORCE MAIN	1,470.57
HOA SOLUTIONS, INC	LIFT STATION UPGRADE-INV 2	112,964.80
HOA SOLUTIONS, INC	INSTALL SUBMERSIBLE TRANSDUCERS	1,980.20

# MINUTE RECORD

## CLAIMS FOR FISCAL YEAR END-SEPTEMBER 27, 2019

PAGE 8

<b>WASTEWATER (cont'd)</b>		
MENARDS	SUPPLIES FOR SAFETY MEETING, BATTERIES, FLASHLIGHT	248.84
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-9-5	255.72
NAPA AUTO PARTS	OIL, GLOVES	58.23
NEUVIRTH CONSTRUCTION, INC	LIFT STATION AND FORCE MAIN	537,786.21
NMC GROUP, INC	RENT PIPE AND HOSE, TRASH PUMP	7,257.21
U.S. CELLULAR	MONTHLY SERVICE-2019-9-6	421.74
UNITED RENTALS (NORTH AMERICA), INC	RENT SHORING HAND PUMP, TOOLS	279.24
		<u>\$ 685,364.03</u>
<b>COMMUNITY DEVELOPMENT</b>		
ABBY HIGHLAND	CBG CONSULTANT FEE-AUG 2019	2,060.25
		<u>\$ 2,060.25</u>
	<b>TOTAL CLAIMS FOR FISCAL YEAR-END SEPT 27, 2019</b>	<u><u>1,763,338.25</u></u>
	<b>TOTAL PAYROLL FOR SEP 20, 2019</b>	<u><u>1,003,147.07</u></u>



# City of Bellevue Nebraska

## Office of the Mayor

7a.  
10/1/19

### PROCLAMATION

*Whereas, there are now more than two million solar installations across the country; and*

*Whereas, billions of dollars have been invested in solar energy to drive energy independence, national security, and job creation; and*

*Whereas, solar energy allows homeowners to drastically reduce their monthly energy bills; and*

*Whereas, studies show the best way to spread solar energy is through word of mouth*

*Whereas, the City of Bellevue is dedicated to being a leader in the use of clean energy, establishing policies and practices that conserve energy, promote sustainability, including having rooftop solar panels and two electric vehicles with charging station; and*

*Whereas, more than 800 sites across the country will be open the weekend of October 5 - 6 for people to see solar installations and learn about solar energy and how they can go solar to take control of where their energy comes from; and*

*Whereas, on October 6, 2019, 11 to 2 pm, Bellevue and Sarpy County will host a tour of solar homes in the area:*

*Now, therefore, I, Rusty Hike, Mayor of Bellevue, recognizing the value of clean Solar energy, do hereby proclaim October 5 and 6, 2019 as "National Solar Tour Days" in Bellevue and encourage all Bellevue residents to take this opportunity to learn more about solar energy.*



Rusty Hike, Mayor



\*8a.  
10/1/19

## CITY OF BELLEVUE

OFFICE OF CITY ADMINISTRATOR

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

# MEMORANDUM

**TO:** All Council Members  
**FROM:** Jim Ristow, City Administrator  
**DATE:** September 24<sup>th</sup>, 2019  
**SUBJECT:** Appointment to the Civil Service Commission

Please consider the following for appointment to the Civil Service Commission

Marc Botts  
14207 S 22<sup>nd</sup> Street  
Bellevue, NE 68123  
402-403-2455

He will serve the remaining term of Jack Charvat who recently resigned until May 2023.



# BIOGRAPHY



## UNITED STATES AIR FORCE

### Technical Sergeant Marc J. Botts

Technical Sergeant Marc J. Botts is an Aircraft Maintenance Unit Section Chief for the 595th Aircraft Maintenance Squadron, Offutt AFB, Nebraska. He leads and mentors 86 active duty personnel across 6 different Air Force specialties to maintain and generate the nation's fleet of E-4B aircraft valued at \$4 billion. Additionally, Sergeant Botts is responsible for organizing, training, and equipping Airmen to execute operations providing worldwide emergency command, control, and communications to the President of the United States, Secretary of Defense, Joint Chiefs of Staff, US Strategic Command, and the Federal Emergency Management Agency.

Technical Sergeant Botts grew up in Dyersville, Iowa and enlisted in the Air Force in May 2004. His background include various duties in the aircraft maintenance career field. He has deployed multiple times in support of OPERATION ENDURING FREEDOM, OPERATION IRAQI FREEDOM and has completed overseas tours in Hawaii and Germany.



### Professional Military Education

2010 Airman Leadership School, Joint Base Pearl Harbor, Hickam, Hawaii  
2015 Noncommissioned Officer Academy, Spangdahlem AB, Germany  
2016 Senior Enlisted Joint PME Course, National Defense University  
2019 Associates in Applied Science, Aviation Maintenance Technology

### Assignments

May 2004 – June 2004, Trainee, Basic Military Training, Lackland AFB TX.  
June 2004 – December 2004, Student, Aerospace Maintenance Apprentice  
January 2005 – March 2009, Aerospace Journeyman, 317th Aircraft Maintenance Unit, Dyess AFB, Texas.  
April 2009 – August 2013, Flying Crew Chief, 15th Aircraft Maintenance Unit, Hickam AFB, Hawaii  
September 2013 – August 2016, Maintenance Operations Controller, 726th Air Mobility Squadron, Spangdahlem Air Base, Germany  
September 2016 – Present, Specialist Section Chief, 595th Aircraft Maintenance Unit Offutt Air Force Base, Nebraska

### Contingency Deployments

2005 Qatar, Operation Enduring Freedom  
2005 Kuwait, Operation Iraqi Freedom  
2006 Kuwait, Operation Iraqi Freedom  
2008 Afghanistan, Operation Enduring Freedom  
2009 Qatar, Operation Enduring Freedom

## **MAJOR AWARDS AND DECORATIONS**

Air Force Commendation Medal  
Meritorious Unit Award with 5 oak leaf clusters  
AF Outstanding Unit Award with 3 oak leaf clusters  
AF Good Conduct Medal with 4 oak leaf clusters  
National Defense Service Medal  
Afghanistan Campaign Medal with one star device  
Global War On Terrorism Expeditionary Medal  
Humanitarian Service Medal  
Nuclear Deterrence Operations Service Medal  
AF Overseas Ribbon Long with two oak leaf clusters  
Air Force Expeditionary Service Ribbon with Gold Border with two oak leaf clusters  
AF Longevity Service with one oak leaf cluster  
USAF NCO PME Graduate Ribbon with one oak leaf cluster  
NATO ISAF 5 Medal

## **EFFECTIVE DATES OF PROMOTION**

Airman Basic	25 May 2004
Airman First Class	09 Jul 2004
Senior Airman	09 Nov 2006
Staff Sergeant	01 Sep 2010
Technical Sergeant	01 Feb 2016

*(Current as of Jun 19)*





\*8b.  
10/1/19

## CITY OF BELLEVUE

MAYOR'S OFFICE

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

# MEMORANDUM

**TO:** All Council Members  
**FROM:** Rusty Hike, Mayor  
**DATE:** September 18<sup>th</sup>, 2019  
**SUBJECT:** Reappointment to the Design Review Board

Please consider the following for reappointment to the Design Review Board

Leland Jacobson-Planning Commission member  
4609 Lakeforest Drive  
Bellevue, NE 68133  
He will serve a (2) year term ending August 2022

Paul Cook-Council Member (Alternate)  
13210 S 26<sup>th</sup> Ave  
Bellevue, NE 68123  
He will serve until December 2020

## Susan Kluthe

---

**From:** Tammi Palm  
**Sent:** Tuesday, September 17, 2019 3:50 PM  
**To:** Susan Kluthe  
**Cc:** Shirley Harbin; Lisa Rybar  
**Subject:** Oct 1st reappointments

Good afternoon,

Leland Jacobson's term on the Design Review Board has expired. Paul Cook is our alternate City Council member and his term on this Board has expired as well. If the Mayor sees fit, both gentlemen would like to be reappointed. Their terms would be to the end of their PC and CC terms. They have been great assets to the Board.

Best regards,

*Tammi Palm*

Land Use Planner  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3038

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

11a.  
10/1/19

<b>COUNCIL MEETING DATE:</b>	September 3, 2019	<b>AGENDA ITEM TYPE:</b>	
		SPECIAL PRESENTATION	<input type="checkbox"/>
<b>SUBMITTED BY:</b>		ORDINANCE	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
Tammi Palm, Land Use Planner		RESOLUTION	PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS	PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CONSENT	
		OTHER (SEE CLERK)	

**SUBJECT:**

Request to annex Sanitary and Improvement District #67, Normandy 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 #67 at this time. This annexation is part of an annexation package consisting of nine SID's and miscellaneous lots.

**BACKGROUND**

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

<b>FISCAL IMPACT:</b>	\$ 0.00	<b>BUDGETED FUNDS?</b>	N/A	<b>GRANT/MATCHING FUNDS?</b>	N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b>	N/A	<b>COUNTER-PARTY:</b>			<b>INTERLOC</b>	N/A
<b>CONTRACT DESCRIPTION:</b>						
<b>CONTRACT EFFECTIVE DATE:</b>		<b>CONTRACT TERM:</b>		<b>CONTRACT END DATE:</b>		
<b>PROJECT NAME:</b>						
<b>START DATE:</b>		<b>END DATE:</b>		<b>PAYMENT DATE:</b>		<b>INSURANCE REQUIRED</b>
<b>CIP PROJECT NAME:</b>			<b>CIP PROJECT NUMBER:</b>			
<b>MAPA NAME(S):</b>			<b>MAPA NUMBER(S):</b>			
<b>STREET DISTRICT NAME(S):</b>			<b>STREET DISTRICT NUMBER(S):</b>			
<b>ACCOUNTING DISTRIBUTION CODE:</b>			<b>ACCOUNT NUMBER:</b>			

**RECOMMENDATION:**

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

**ATTACHMENTS:**

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

- |   |  |
|---|--|
| 4 |  |
| 5 |  |
| 6 |  |

**SIGNATURES:**

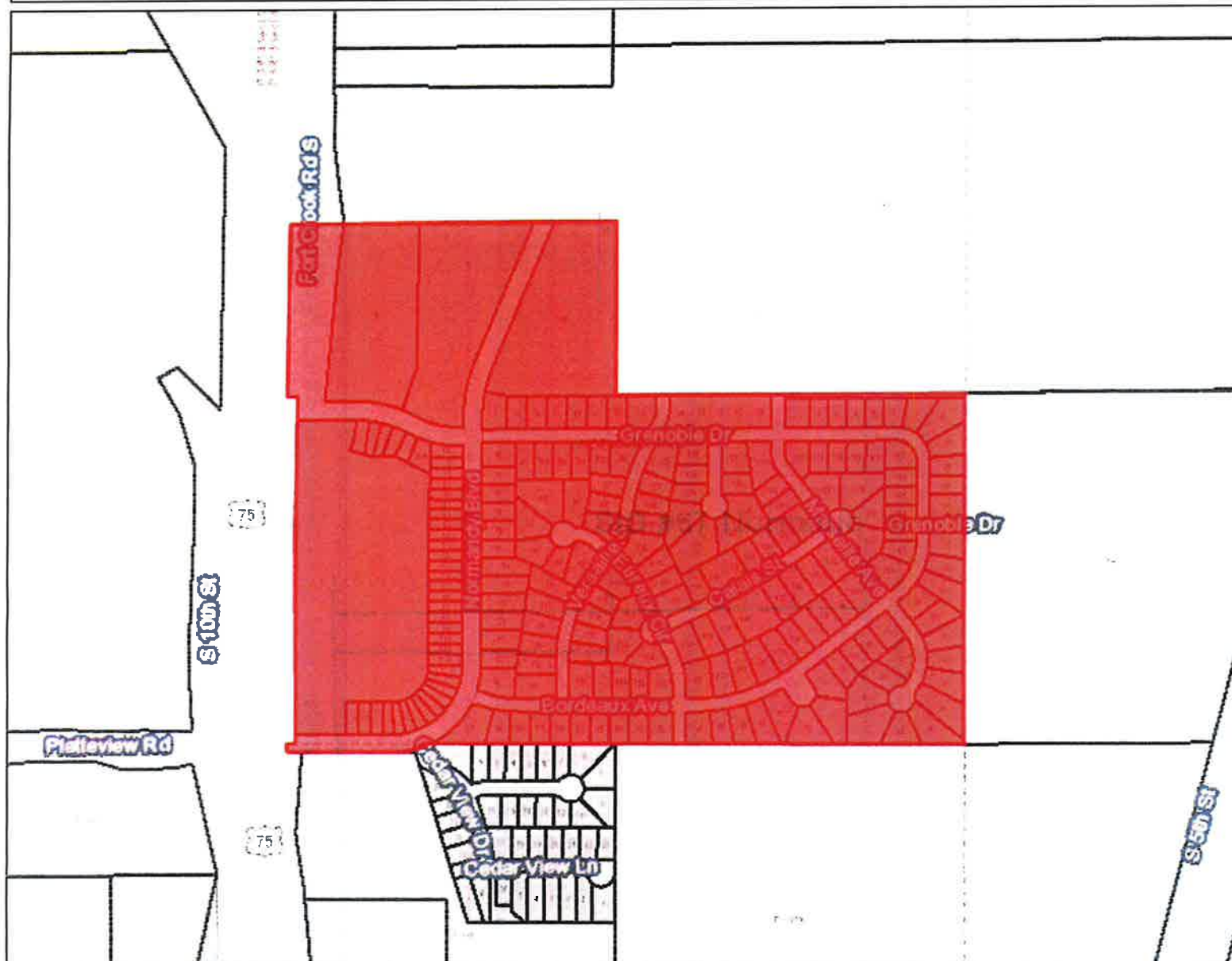
LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:


## SID #67 Normandy Hills



### Location



### Legend

## Road Centerlines



1: 6,642



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

**Sarpy County GIS**

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





# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

REQUEST: to annex Sanitary and Improvement District #67, Normandy Hills

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero 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:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: August 22, 2019



## City of Bellevue

Office of the Planning Department

**To:** City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *ms*  
**Date:** August 27, 2019  
**Subject:** City of Bellevue annexation proposal

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

SID #67	Normandy Hills	SID #180	Lakewood Villages
SID #208	Sunrise (Phases III and IV)	SID #215	Pipers Glen
SID #242	Cedar View	SID #269	Orchard Valley
SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

In addition to these SIDs, we are also proposing the annexation of an additional five parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Individual maps of the SIDs and the five additional lots are separate attachments to each agenda item.

### **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 nine SIDs proposed for annexation have an assessed valuation for 2019 of \$490,935,449 which will generate \$2,994,706 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$3,466,555 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$19,585,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$1,675,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual debt service payments. Annual tax revenue after debt service payments is expected to be \$1,319,706 prior to accounting for how the cash and investments are utilized. The five

unincorporated lots will add another \$968,817 of valuation and \$5,910 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 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 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.

Parks Department—35 acres of parks and open space, trails and tree maintenance, five playgrounds, one lake, three sports courts; need for one additional full-time staff and two X-Mark Lazer riding mowers (estimated cost is \$10,000 per lawn mower)

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; 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

Wastewater—awaiting report

City Clerk—not a significant impact for the Clerk's office, no additional personnel or equipment needs; slight increase in revenue from liquor licenses, tobacco licenses, and business permits

Library—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

Street Department—additional 45.12 lane miles to maintain; increase in State Highway Allocation funding of \$380,268; 3.5 additional FTE personnel (\$150,000); increase in operational expenses

(\$175,000); capital expenses—two snow route dump trucks and one circle-clearing route pick-up truck (\$438,000)

Fleet Maintenance—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

Police—analyzed calls for service for all 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 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle 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 #289 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. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

SID #	Change in levy	Change in property taxes per \$100,000 valuation
67	-0.275783	-\$275.78
180	-0.105709	-\$105.71
208	-0.103202	-\$103.20
215	-0.125783	-\$125.78
242	-0.125783	-\$125.78
269	-0.325783	-\$325.78
279	-0.325783	-\$325.78
280	-0.475783	-\$475.78
289	+0.049217	+49.22

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. One parcel is not taxed (BPS elementary school), but the other four parcels will see an increase of 0.424217 in the mil levy, or \$424.22 per \$100,000 of valuation.

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.

#### Post Office/Zip Code

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

#### Planning, Zoning, Building Permits

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

#### Wastewater

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

#### Pets

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

#### Other

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



**PLANNING DEPARTMENT RECOMMENDATION**

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

**PLANNING COMMISSION RECOMMENDATION**

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

<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
67	Normandy Hills	50	50	\$38,126,428	\$232,571	\$232,571	\$412,163
180	Lakewood Villages	\$11,005,000	\$855,000	\$223,817,280	\$1,365,285	\$510,285	\$1,620,272
208	Sunrise (Phase III and IV)	\$1,070,000	\$218,000	\$56,957,239	\$347,439	\$129,439	\$377,005
215	Piper's Glen	\$3,350,000	\$265,000	\$82,196,378	\$501,398	\$236,398	\$355,898
242	Cedar View	\$80,000	\$12,000	\$7,458,599	\$45,497	\$33,497	\$70,185
269	Orchard Valley	\$265,000	\$25,000	\$7,465,063	\$45,537	\$20,537	\$38,668
279	Spring Creek	\$780,000	\$80,000	\$23,568,037	\$143,765	\$63,765	\$193,987
280	Kennedy Town Center	\$2,055,000	\$130,000	\$27,870,951	\$170,013	\$40,013	\$255,359
289	Colonial Pointe	\$980,000	\$90,000	\$21,475,474	\$143,200	\$53,200	\$143,019
	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,994,706	\$1,319,706	\$3,466,555



## 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:** 8/15/2019

The major concerns with annexation in connection with the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Lakewood Villages #180, Sunrise (Phases 3 and 4) #208, Pipers Glen #215, Orchard Valley #269, Spring Ridge #279, Kennedy Town Center #280, and Colonial Pointe #289).

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named 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).

We currently spend about \$4.00 per cardholder for materials, so 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.

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. 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 and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Our building size continues to be a consideration for us in regards to lack of meeting room/programming space and diminished space 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 Schewchuk                      Planning Director  
**Cc:** Jeff Roberts                          Public Works Director  
**From:** Bobby Riggs                      Street Superintendent  
**Subject:** 2019 Annexation Package Review – Pt 2  
**Date:** August 2, 2019

### **I. SID Areas**

#### *Lane Mile Additions*

- **Package, Total Lane Miles = 45.12**
  - **#67 – Normandy Hills**
    - Lane Miles = 5.36
  - **#180 – Lakewood Village**
    - Lane Miles = 19.91
  - **#208 – Sunrise Ph III, IV**
    - Lane Miles = 4.33
  - **#215 – Pipers Glen**
    - Lane Miles = 7.96
  - **#242 – Cedar View**
    - Lane Miles = 0.58
  - **#269 – Orchard Valley**
    - Lane Miles = 0.63
  - **#279 – Spring Creek**
    - Lane Miles = 2.11
  - **#280 – Kennedy Towne Center**
    - Lane Miles = 3.03
  - **#289 – Colonial Pointe**
    - Lane Miles = 1.21

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





Error! Main Document Only. City of Bellevue

Street Department

106 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3136

## **II. MANPOWER NEEDS**

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

As of year-end, fiscal 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.

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1 employee per 12.74 lane miles, an average of 1970's (1: 5.9) and 2013 (1: 19.6) rates.

This package would warrant over 3.5 times the number needed to add a full-time position to the department in year one.

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 in the winter months, the department used thirty-four (34) pieces of equipment to clear roads in the winter last year. This averages 16.72 lane miles per unit. The proposed areas in this package would require adding three (3) pieces of equipment, two (2) snow route dump trucks and one (1) circle-clearing route pick-up truck.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$438,000.

*\*Please 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 Street Dept. fiscal 2018-19 budget for the funded expenses to maintain the street system of 568.47 lane miles at \$2,189,954 in total. This rate of funding breaks down to \$3,852.37 per lane mile. This package totals 45.12 lane miles and would require a funding adjustment of 7.9% above last year's budgeted levels to meet annual needs.

First-year operational budget will need to be just slightly over \$2.4 million to perform standard 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 potential new areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

*\*Please note - this report does not factor the annexation package added in the spring of this year. nor does it include part one review numbers*

Estimated year-one operational budget increase: \$175,000 *(does not include personnel or equipment)*

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





Error! Main Document Only. City of Bellevue  
Street Department  
2016 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

## V. HIGHWAY ALLOCATION

### *Projected revenue increase*

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate.

Fiscal 2018-19 budget – \$4,791,018 for 2018 lane mile levels. This budget forecast factors to \$8,427.92 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Part 2 annexation package - 45.12 lane miles

12-month anticipated increase to Highway Allocation revenue levels - \$380,267.75.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





## Chris Shewchuk

---

**From:** Susan Kluthe  
**Sent:** Thursday, August 15, 2019 11:33 AM  
**To:** Chris Shewchuk  
**Subject:** RE: REMINDER FW: Another annexation review

There will not be a significant impact on additional costs for the Clerk's Office. We will not need additional personnel or equipment. As far as revenue, there will be a slight increase due to additional liquor licenses, tobacco licenses and for businesses, who require a Pet Shop or Grooming Permit. With most of these SIDs being mainly residential, I feel the impact will be minimal at this point.

Thanks!  
Susan Kluthe  
City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
402.293.3007  
susan.kluthe@bellevue.net

-----Original Message-----

**From:** Chris Shewchuk <Chris.Shewchuk@bellevue.net>  
**Sent:** Thursday, August 15, 2019 8:38 AM  
**To:** Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>

## Chris Shewchuk

---

**From:** Jim Shada  
**Sent:** Friday, August 16, 2019 8:56 AM  
**To:** Chris Shewchuk; Mark Blackburn; Karen Chandler  
**Subject:** Re: REMINDER FW: Another annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 1 additional full time staff and 2 - X - Mark Lazer riding lawn mowers(estimated cost is \$10,000 per lawn mower).

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

---

**From:** Chris Shewchuk  
**Sent:** Thursday, August 15, 2019 8:37:57 AM  
**To:** Epiphany Ramos; Jim Shada; Todd Jarosz; Julie Dinville; Susan Kluthe; Amanda Chandler; Perry Guido; Ashley Decker  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Cc:** Jeff Roberts <Jeff.Roberts@bellevue.net>; Richard Severson <richard.severson@bellevue.net>  
**Subject:** Another annexation review

All:

Continuing the City's annexation push, I have another group of Sanitary and Improvement Districts being proposed for annexation. These SIDs are:

#180 Lakewood Villages  
#208 Sunrise (Phases 3 and 4)  
#215 Pipers Glen  
#269 Orchard Valley  
#279 Spring Ridge  
#280 Kennedy Town Center  
#289 Colonial Pointe

Maps of each of these SIDs are attached.

ORDINANCE NO. 3966

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 3A, 3B, 6 through 18, 27 through 104, 106, and 108 through 176, Normandy Hills  
Lots 1 and 2, Normandy Hills Replat 2  
Lots 1 through 8, and Outlot A, Normandy Hills Replat 4  
Lot 1, Bousema Addition Replat One  
Lots 1A, 1B, and 2, Twin Valley Church Replat 1 Addition  
Lots 1A through 16B, and 36A through 38B, French Village

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on November 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: 09/03/2019  
Second Reading: 09/17/2019  
Third Reading: 10/01/2019

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

11b.  
10/1/19

<b>COUNCIL MEETING DATE:</b>	September 3, 2019	<b>AGENDA ITEM TYPE:</b>	
		SPECIAL PRESENTATION	<input type="checkbox"/>
<b>SUBMITTED BY:</b>		ORDINANCE	<input checked="" type="checkbox"/> <b>PUBLIC HEARING REQUIRED</b>
Tammi Palm, Land Use Planner		RESOLUTION	<input type="checkbox"/> <b>PUBLIC HEARING REQUIRED</b>
		CURRENT BUSINESS	<input type="checkbox"/> <b>PUBLIC HEARING REQUIRED</b>
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

**SUBJECT:**

Request to annex Sanitary and Improvement District #180, Lakewood Villages. 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 #180 at this time. This annexation is part of an annexation package consisting of nine SID's and miscellaneous lots.

**BACKGROUND**

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

<b>FISCAL IMPACT:</b>	\$ 0.00	<b>BUDGETED FUNDS?</b>	N/A	<b>GRANT/MATCHING FUNDS?</b>	N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b>	N/A	<b>COUNTER-PARTY:</b>		<b>INTERLOC</b>	N/A
<b>CONTRACT DESCRIPTION:</b>					
<b>CONTRACT EFFECTIVE DATE:</b>		<b>CONTRACT TERM:</b>		<b>CONTRACT END DATE:</b>	
<b>PROJECT NAME:</b>					
<b>START DATE:</b>		<b>END DATE:</b>		<b>PAYMENT DATE:</b>	
				<b>INSURANCE REQUIRED</b>	
<b>CIP PROJECT NAME:</b>			<b>CIP PROJECT NUMBER:</b>		
<b>MAPA NAME(S):</b>			<b>MAPA NUMBER(S):</b>		
<b>STREET DISTRICT NAME(S):</b>			<b>STREET DISTRICT NUMBER(S):</b>		
<b>ACCOUNTING DISTRIBUTION CODE:</b>			<b>ACCOUNT NUMBER:</b>		

**RECOMMENDATION:**

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

**ATTACHMENTS:**

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

4	
5	
6	

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

*A. Byrke Roblin*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

## Susan Kluthe

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**From:** Tammi Palm  
**Sent:** Tuesday, September 17, 2019 10:41 AM  
**To:** Susan Kluthe  
**Cc:** Shirley Harbin  
**Subject:** FW: Planned Annexation of SID 180 - Comments

FYI for tonight's meeting.

*Tammi Palm*

Land Use Planner  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3038

**From:** David J. Beberwyk [mailto:david.beberwyk@yahoo.com]  
**Sent:** Tuesday, September 17, 2019 10:22 AM  
**To:** Tammi Palm <Tammi.Palm@bellevue.net>  
**Subject:** Planned Annexation of SID 180 - Comments

Good morning, Tammi ... hope your week is off to a good start.

As a resident and trustee for SID 180, I wanted to convey my concern over the City of Bellevue's plan to annex SID 180 later this year. My concerns are shared by many residents....

1) I understand that the increased tax revenue is appealing to Bellevue ... but the debt-to-value ratio that cities typically use as a metric for annexation is 3%. Lakewood Villages (SID 180) is at 4.5% right now. That is A LOT of debt for the city to take on.

2) The SID has been very diligent (and conservative) with its expenditures, but has made it a priority to maintain common areas faithfully (mowing/trimming, trash service, restroom maintenance/repairs, park maintenance, tennis court maintenance, snow removal from trails, etc.). My understanding is that the City of Bellevue will not continue this level of maintenance, and there is no HOA in place for our neighborhood (the developer didn't want to institute one, unfortunately).

3) With a reduced commitment to common area maintenance, it is inevitable that the neighborhood will enter a period of decline ... and property values could potentially stagnate. This could later cause problems for the City since the debt taken on will persist, regardless of property valuation levels.

4) Given the above eventualities, I would recommend that the City of Bellevue DEFER annexation for a few years ... until the debt-to-value ratio is more favorable. This would constitute a win-win scenario, in my opinion.

I am unable to make it to tonight's meeting, unfortunately, which is why I'm sending this e-mail.

Thanks for your help. I'd be happy to meet with anyone in the Planning Department or City Council to discuss this matter further.

Please let me know if you have any questions.

David

David J. Beberwyk, Real Estate Associate Broker (NE, IA, FL)

DVG Realty, Omaha

[\(402\) 320-6950](tel:(402)320-6950)

[David.Beberwyk@yahoo.com](mailto:David.Beberwyk@yahoo.com)



## Susan Kluthe

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**From:** Jane Embry <mjembry@cox.net>  
**Sent:** Tuesday, September 17, 2019 5:04 PM  
**To:** Susan Kluthe  
**Cc:** mjembry@cox.net  
**Subject:** FW: Planned Annexation of SID 180 - Comments

Susan, this is a copy of the email that was received earlier today by Tammi Palm in the Planning Department and forwarded to you. I believe you indicated that it had been emailed to the City Council Members. David Francois of 4613 Lake Forest Drive will be attending the Council meeting tonight and will request that Mr. Beberwyk's email be "Read into the Record". I serve as Clerk for SID 180 and the SID Board of Trustees share Mr. Beberwyk's concerns.

I wish I could be in attendance tonight, but unfortunately I became ill earlier today.

Thank you for your help.

Jane Embry

(402) 331-3238

~As a resident and trustee for SID 180, I wanted to convey my concern over the City of Bellevue's plan to annex SID 180 later this year. My concerns are shared by many residents....

1) I understand that the increased tax revenue is appealing to Bellevue ... but the debt-to-value ratio that cities typically use as a metric for annexation is 3%. Lakewood Villages (SID 180) is at 4.5% right now. That is A LOT of debt for the city to take on.

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David J. Beberwyk, Real Estate Associate Broker (NE, IA, FL)  
DVG Realty, Omaha  
[\(402\) 320-6950](tel:4023206950)  
[David.Beberwyk@yahoo.com](mailto:David.Beberwyk@yahoo.com)

## FW: Planned Annexation of SID 180 - Comments

Jane Embry <mjembry@cox.net>

To francoiscarla@cox.net Copy Sherry Fletcher, mjembry@cox.ne...

5:20 PM

David, I have spoken to the City Clerk and she said once you are recognized you can ask to have the clerk "read into the record" the email received today by Tammi Palm in the City Planning Department and distributed to the City Council Members.

"As a resident and trustee for SID 180, I wanted to convey my concern over the City of Bellevue's plan to annex SID 180 later this year. My concerns are shared by many residents....

1) I understand that the increased tax revenue is appealing to Bellevue ... but the debt-to-value ratio that cities typically use as a metric for annexation is 3%. Lakewood Villages (SID 180) is at 4.5% right now. That is A LOT of debt for the city to take on.

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David J. Beberwyk, Real Estate Associate Broker (NE, IA, FL)

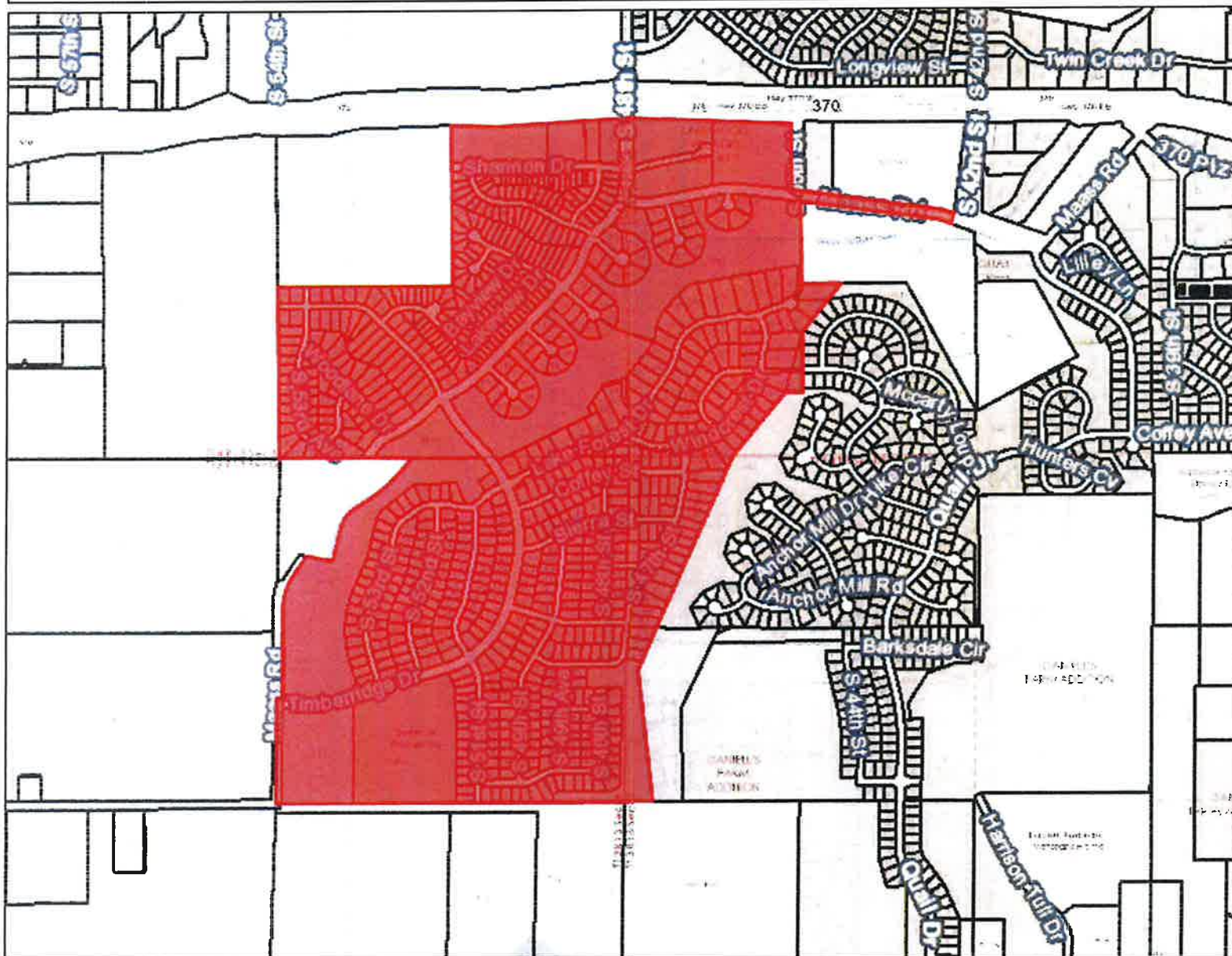
DVG Realty, Omaha

(402) 320-6950

[David.Beberwyk@yahoo.com](mailto:David.Beberwyk@yahoo.com)

Feedback

## SID #180 Lakewood Villages

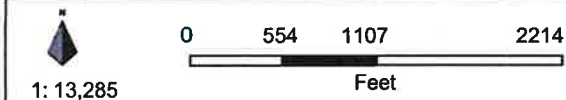


### Location



### Legend

## Road Centerlines



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

**Sarpy County GIS**



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

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

REQUEST: to annex Sanitary and Improvement District #180, Lakewood Villages

On August 22, 2019, the City of Bellevue Planning Commission voted eight yes, zero no, one abstained, and zero 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:	Eight:	No:	Zero:	Abstain:	One:	Absent:	Zero:
	Casey				Jacobson		
	Perrin						
	Cain						
	Aerni						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						


Planning Commission Hearing (s) was held on: August 22, 2019





## City of Bellevue

Office of the Planning Department

**To:** City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director   
**Date:** August 27, 2019  
**Subject:** City of Bellevue annexation proposal

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

SID #67	Normandy Hills	SID #180	Lakewood Villages
SID #208	Sunrise (Phases III and IV)	SID #215	Pipers Glen
SID #242	Cedar View	SID #269	Orchard Valley
SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

In addition to these SIDs, we are also proposing the annexation of an additional five parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Individual maps of the SIDs and the five additional lots are separate attachments to each agenda item.

### 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 nine SIDs proposed for annexation have an assessed valuation for 2019 of \$490,935,449 which will generate \$2,994,706 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$3,466,555 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$19,585,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$1,675,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual debt service payments. Annual tax revenue after debt service payments is expected to be \$1,319,706 prior to accounting for how the cash and investments are utilized. The five

unincorporated lots will add another \$968,817 of valuation and \$5,910 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 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 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.

Parks Department—35 acres of parks and open space, trails and tree maintenance, five playgrounds, one lake, three sports courts; need for one additional full-time staff and two X-Mark Lazer riding mowers (estimated cost is \$10,000 per lawn mower)

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; 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

Wastewater—awaiting report

City Clerk—not a significant impact for the Clerk's office, no additional personnel or equipment needs; slight increase in revenue from liquor licenses, tobacco licenses, and business permits

Library—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

Street Department—additional 45.12 lane miles to maintain; increase in State Highway Allocation funding of \$380,268; 3.5 additional FTE personnel (\$150,000); increase in operational expenses



(\$175,000); capital expenses—two snow route dump trucks and one circle-clearing route pick-up truck (\$438,000)

Fleet Maintenance—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

Police—analyzed calls for service for all 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 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle 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 #289 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. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>SID #</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
67	-0.275783	-\$275.78
180	-0.105709	-\$105.71
208	-0.103202	-\$103.20
215	-0.125783	-\$125.78
242	-0.125783	-\$125.78
269	-0.325783	-\$325.78
279	-0.325783	-\$325.78
280	-0.475783	-\$475.78
289	+0.049217	+49.22

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. One parcel is not taxed (BPS elementary school), but the other four parcels will see an increase of 0.424217 in the mil levy, or \$424.22 per \$100,000 of valuation.

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.

#### Post Office/Zip Code

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

#### Planning, Zoning, Building Permits

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

#### Wastewater

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

#### Pets

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

#### Other

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

**PLANNING DEPARTMENT RECOMMENDATION**

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

**PLANNING COMMISSION RECOMMENDATION**

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

<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
67	Normandy Hills	\$0	\$0	\$38,126,428	\$232,571	\$232,571	\$412,163
180	Lakewood Villages	\$11,005,000	\$855,000	\$223,817,280	\$1,365,285	\$510,285	\$1,620,272
208	Sunrise (Phase III and IV)	\$1,070,000	\$218,000	\$56,957,239	\$347,439	\$129,439	\$377,005
215	Piper's Glen	\$3,350,000	\$265,000	\$82,196,378	\$501,398	\$236,398	\$355,898
242	Cedar View	\$80,000	\$12,000	\$7,458,599	\$45,497	\$33,497	\$70,185
269	Orchard Valley	\$265,000	\$25,000	\$7,465,063	\$45,537	\$20,537	\$38,668
279	Spring Creek	\$780,000	\$80,000	\$23,568,037	\$143,765	\$63,765	\$193,987
280	Kennedy Town Center	\$2,055,000	\$130,000	\$27,870,951	\$170,013	\$40,013	\$255,359
289	Colonial Pointe	\$980,000	\$90,000	\$23,475,474	\$143,200	\$53,200	\$143,019
	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,994,706	\$1,319,706	\$3,466,555



## City of Bellevue

Bellevue Public Library

1403 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

### Memo

**To:** Chris Shewchuk, Planning Director

**From:** Julie Dinville, Library Director

**Date:** 8/15/2019

The major concerns with annexation in connection with the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Lakewood Villages #180, Sunrise (Phases 3 and 4) #208, Pipers Glen #215, Orchard Valley #269, Spring Ridge #279, Kennedy Town Center #280, and Colonial Pointe #289).

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named 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).

We currently spend about \$4.00 per cardholder for materials, so 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.

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. 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 and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Our building size continues to be a consideration for us in regards to lack of meeting room/programming space and diminished space to house a collection that is meeting the needs of a larger membership audience.



Error! Main Document Only. City of Bellevue

Street Department

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

## MEMORANDUM

**To:** Chris Schewchuk Planning Director  
**Cc:** Jeff Roberts Public Works Director  
**From:** Bobby Riggs Street Superintendent  
**Subject:** 2019 Annexation Package Review – Pt 2  
**Date:** August 2, 2019

### **I. SID Areas**

#### *Lane Mile Additions*

- o **Package, Total Lane Miles = 45.12**
  - **#67 – Normandy Hills**
    - Lane Miles = 5.36
  - **#180 – Lakewood Village**
    - Lane Miles = 19.91
  - **#208 – Sunrise Ph III, IV**
    - Lane Miles = 4.33
  - **#215 – Pipers Glen**
    - Lane Miles = 7.96
  - **#242 – Cedar View**
    - Lane Miles = 0.58
  - **#269 – Orchard Valley**
    - Lane Miles = 0.63
  - **#279 – Spring Creek**
    - Lane Miles = 2.11
  - **#280 – Kennedy Towne Center**
    - Lane Miles = 3.03
  - **#289 – Colonial Pointe**
    - Lane Miles = 1.21

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005







## **II. MANPOWER NEEDS**

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

As of year-end, fiscal 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.

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1 employee per 12.74 lane miles, an average of 1970's (1: 5.9) and 2013 (1: 19.6) rates.

This package would warrant over 3.5 times the number needed to add a full-time position to the department in year one.

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 in the winter months, the department used thirty-four (34) pieces of equipment to clear roads in the winter last year. This averages 16.72 lane miles per unit. The proposed areas in this package would require adding three (3) pieces of equipment, two (2) snow route dump trucks and one (1) circle-clearing route pick-up truck.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$438,000.

*\*Please 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 Street Dept. fiscal 2018-19 budget for the funded expenses to maintain the street system of 568.47 lane miles at \$2,189,954 in total. This rate of funding breaks down to \$3,852.37 per lane mile. This package totals 45.12 lane miles and would require a funding adjustment of 7.9% above last year's budgeted levels to meet annual needs.

First-year operational budget will need to be just slightly over \$2.4 million to perform standard 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 potential new areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

*\*Please note - this report does not factor the annexation package added in the spring of this year, nor does it include part one review numbers*

Estimated year-one operational budget increase: \$175,000 *(does not include personnel or equipment)*

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





V. HIGHWAY ALLOCATION

*Projected revenue increase*

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate.

Fiscal 2018-19 budget – \$4,791,018 for 2018 lane mile levels. This budget forecast factors to \$8,427.92 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Part 2 annexation package - 45.12 lane miles

12-month anticipated increase to Highway Allocation revenue levels - \$380,267.75.

## Chris Shewchuk

---

**From:** Susan Kluthe  
**Sent:** Thursday, August 15, 2019 11:33 AM  
**To:** Chris Shewchuk  
**Subject:** RE: REMINDER FW: Another annexation review

There will not be a significant impact on additional costs for the Clerk's Office. We will not need additional personnel or equipment. As far as revenue, there will be a slight increase due to additional liquor licenses, tobacco licenses and for businesses, who require a Pet Shop or Grooming Permit. With most of these SIDs being mainly residential, I feel the impact will be minimal at this point.

Thanks!  
Susan Kluthe  
City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
402.293.3007  
susan.kluthe@bellevue.net

-----Original Message-----

**From:** Chris Shewchuk <Chris.Shewchuk@bellevue.net>  
**Sent:** Thursday, August 15, 2019 8:38 AM  
**To:** Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>

## Chris Shewchuk

---

**From:** Jim Shada  
**Sent:** Friday, August 16, 2019 8:56 AM  
**To:** Chris Shewchuk; Mark Blackburn; Karen Chandler  
**Subject:** Re: REMINDER FW: Another annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 1 additional full time staff and 2 - X - Mark Lazer riding lawn mowers(estimated cost is \$10,000 per lawn mower).

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

---

**From:** Chris Shewchuk  
**Sent:** Thursday, August 15, 2019 8:37:57 AM  
**To:** Epiphany Ramos; Jim Shada; Todd Jarosz; Julie Dinville; Susan Kluthe; Amanda Chandler; Perry Guido; Ashley Decker  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

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**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Cc:** Jeff Roberts <Jeff.Roberts@bellevue.net>; Richard Severson <richard.severson@bellevue.net>  
**Subject:** Another annexation review

All:

Continuing the City's annexation push, I have another group of Sanitary and Improvement Districts being proposed for annexation. These SIDs are:

- #180 Lakewood Villages
- #208 Sunrise (Phases 3 and 4)
- #215 Pipers Glen
- #269 Orchard Valley
- #279 Spring Ridge
- #280 Kennedy Town Center
- #289 Colonial Pointe

Maps of each of these SIDs are attached.

ORDINANCE NO. 3967

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 5A through 49B, 50 through 183, 187 through 199, 205 through 210, 214 through 430, 435 through 445, 449 through 525, 528 through 536, 539, 540, 543 through 547, 556 through 568, 579 through 618, and Outlots 1, 2, 2A, 2B, 2C, 2D, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Lakewood Villages  
Lots 1 and 2, Lakewood Villages Replat 3  
Lots 2 and 3, Lakewood Villages Replat 4  
Lots 1 and 2, Lakewood Villages Replat 5  
Lots 1 through 64, Lakewood Villages Replat 7  
Lots 1 through 4, Lakewood Villages Replat 8  
Lots 1 through 3, Lakewood Villages Replat 9  
Lots 1 and 2, Lakewood Villages Replat 10  
Lots 1 and 2, Lakewood Villages Replat XI  
Lots 1 and 2, Lakewood Villages Replat 12  
Lots 1 and 2, Lakewood Villages Replat 14  
Lots 1 through 9, Lakewood Villages Replat 15  
Lots 1 through 7, Lakewood Villages Replat 16  
Lots 1 and 2, Lakewood Villages Replat 17  
Lots 1 and 2, Lakewood Villages Replat 19  
Lots 1 and 2, Lakewood Villages Replat 20

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on November 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: 09/03/2019  
Second Reading: 09/17/2019  
Third Reading: 10/01/2019



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

11c.  
10/1/19

<b>COUNCIL MEETING DATE:</b>	September 3, 2019	<b>AGENDA ITEM TYPE:</b>
		SPECIAL PRESENTATION <input type="checkbox"/>
<b>SUBMITTED BY:</b>  Tammi Palm, Land Use Planner	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	RESOLUTION <input type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	CURRENT BUSINESS <input type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	CONSENT <input type="checkbox"/>	
	OTHER (SEE CLERK) <input type="checkbox"/>	

**SUBJECT:**

Request to annex Sanitary and Improvement District #208, Sunrise (Phases III and IV).  
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 #208 at this time. This annexation is part of an annexation package consisting of nine SID's and miscellaneous lots.

**BACKGROUND**

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

<b>FISCAL IMPACT:</b> \$ 0.00	<b>BUDGETED FUNDS?</b> N/A	<b>GRANT/MATCHING FUNDS?</b> N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b> N/A	<b>COUNTER-PARTY:</b>	<b>INTERLOC</b> N/A
<b>CONTRACT DESCRIPTION:</b>		
<b>CONTRACT EFFECTIVE DATE:</b>	<b>CONTRACT TERM:</b>	<b>CONTRACT END DATE:</b>
<b>PROJECT NAME:</b>		
<b>START DATE:</b>	<b>END DATE:</b>	<b>PAYMENT DATE:</b>
		<b>INSURANCE REQUIRED</b> <input type="checkbox"/>
<b>CIP PROJECT NAME:</b>		<b>CIP PROJECT NUMBER:</b>
<b>MAPA NAME(S):</b>		<b>MAPA NUMBER(S):</b>
<b>STREET DISTRICT NAME(S):</b>		<b>STREET DISTRICT NUMBER(S):</b>
<b>ACCOUNTING DISTRIBUTION CODE:</b>		<b>ACCOUNT NUMBER:</b>

**RECOMMENDATION:**

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

**ATTACHMENTS:**

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

4	
5	
6	

**SIGNATURES:**

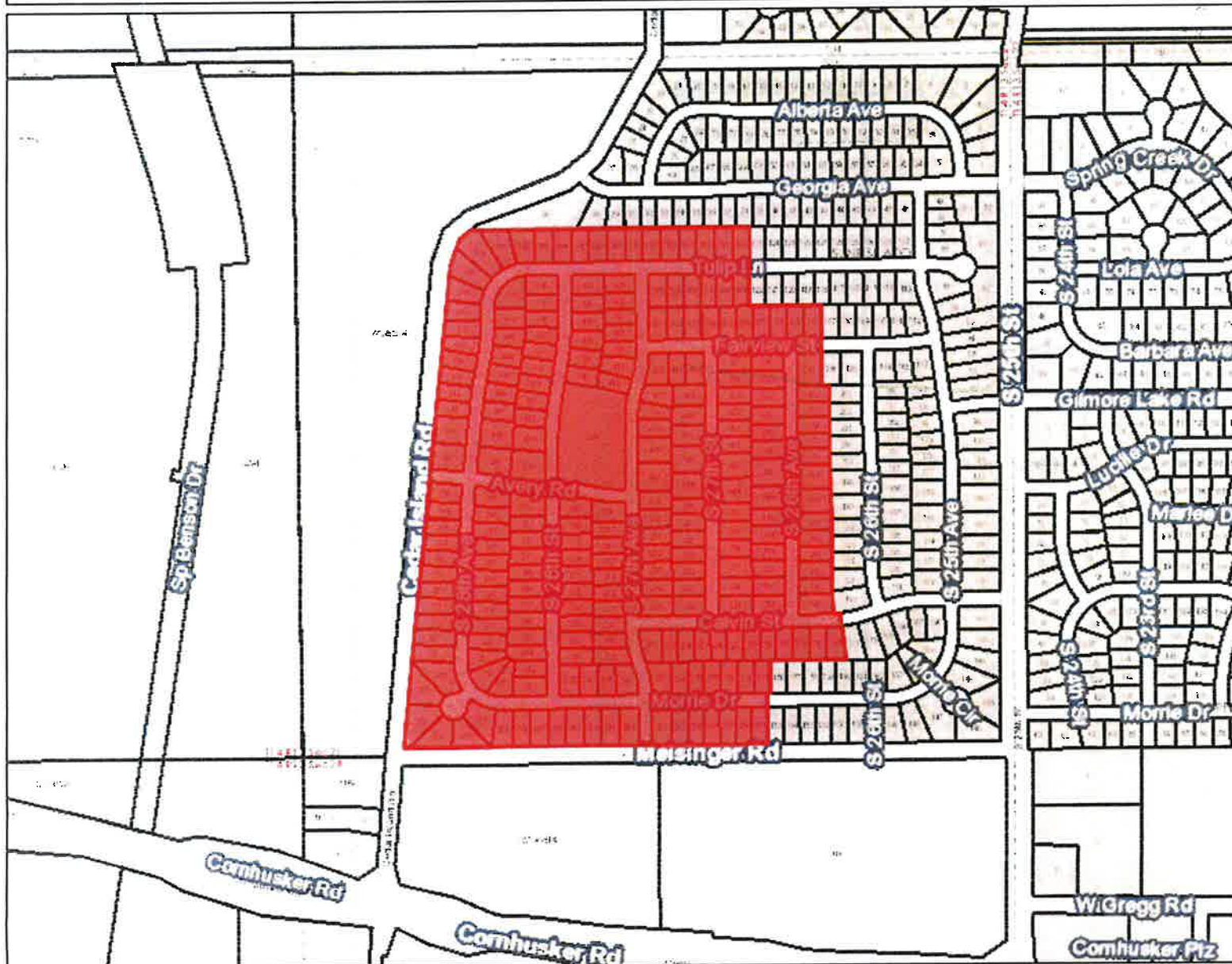
LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:



# SID #208 Sunrise (Phases III and IV)



Location



Legend

Road Centerlines



1: 6,642

0 277 554 1107  
Feet

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

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

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

REQUEST: to annex Sanitary and Improvement District #208, Sunrise (Phases III and IV)

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero 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:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: August 22, 2019



## City of Bellevue

Office of the Planning Department

**To:** City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *CS*  
**Date:** August 27, 2019  
**Subject:** City of Bellevue annexation proposal

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

SID #67	Normandy Hills	SID #180	Lakewood Villages
SID #208	Sunrise (Phases III and IV)	SID #215	Pipers Glen
SID #242	Cedar View	SID #269	Orchard Valley
SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

In addition to these SIDs, we are also proposing the annexation of an additional five parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Individual maps of the SIDs and the five additional lots are separate attachments to each agenda item.

### **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 nine SIDs proposed for annexation have an assessed valuation for 2019 of \$490,935,449 which will generate \$2,994,706 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$3,466,555 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$19,585,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$1,675,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual debt service payments. Annual tax revenue after debt service payments is expected to be \$1,319,706 prior to accounting for how the cash and investments are utilized. The five



unincorporated lots will add another \$968,817 of valuation and \$5,910 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 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 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.

Parks Department—35 acres of parks and open space, trails and tree maintenance, five playgrounds, one lake, three sports courts; need for one additional full-time staff and two X-Mark Lazer riding mowers (estimated cost is \$10,000 per lawn mower)

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; 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

Wastewater—awaiting report

City Clerk—not a significant impact for the Clerk's office, no additional personnel or equipment needs; slight increase in revenue from liquor licenses, tobacco licenses, and business permits

Library—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

Street Department—additional 45.12 lane miles to maintain; increase in State Highway Allocation funding of \$380,268; 3.5 additional FTE personnel (\$150,000); increase in operational expenses

(\$175,000); capital expenses—two snow route dump trucks and one circle-clearing route pick-up truck (\$438,000)

Fleet Maintenance—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

Police—analyzed calls for service for all 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 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle 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 #289 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. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>SID #</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
67	-0.275783	-\$275.78
180	-0.105709	-\$105.71
208	-0.103202	-\$103.20
215	-0.125783	-\$125.78
242	-0.125783	-\$125.78
269	-0.325783	-\$325.78
279	-0.325783	-\$325.78
280	-0.475783	-\$475.78
289	+0.049217	+\$49.22

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. One parcel is not taxed (BPS elementary school), but the other four parcels will see an increase of 0.424217 in the mil levy, or \$424.22 per \$100,000 of valuation.



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.

#### Post Office/Zip Code

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

#### Planning, Zoning, Building Permits

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

#### Wastewater

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

#### Pets

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

#### Other

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

**PLANNING DEPARTMENT RECOMMENDATION**

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

**PLANNING COMMISSION RECOMMENDATION**

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

<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
67	Normandy Hills	\$0	\$0	\$38,126,428	\$232,571	\$232,571	\$412,163
180	Lakewood Villages	\$11,005,000	\$855,000	\$223,817,280	\$1,365,285	\$510,285	\$1,620,272
208	Sunrise (Phase III and IV)	\$1,070,000	\$218,000	\$56,957,239	\$347,439	\$129,439	\$377,005
215	Piper's Glen	\$3,350,000	\$265,000	\$82,196,378	\$501,398	\$236,398	\$355,898
242	Cedar View	\$80,000	\$12,000	\$7,458,599	\$45,497	\$33,497	\$70,185
269	Orchard Valley	\$265,000	\$25,000	\$7,465,063	\$45,537	\$20,537	\$38,668
279	Spring Creek	\$780,000	\$80,000	\$23,568,037	\$143,765	\$63,765	\$193,987
280	Kennedy Town Center	\$2,055,000	\$130,000	\$27,870,951	\$170,013	\$40,013	\$255,359
289	Colonial Pointe	\$980,000	\$90,000	\$23,475,474	\$143,200	\$53,200	\$143,019
	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,994,706	\$1,319,706	\$3,466,555



## 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:** 8/15/2019

The major concerns with annexation in connection with the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Lakewood Villages #180, Sunrise (Phases 3 and 4) #208, Pipers Glen #215, Orchard Valley #269, Spring Ridge #279, Kennedy Town Center #280, and Colonial Pointe #289).

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named 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).

We currently spend about \$4.00 per cardholder for materials, so 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.

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. 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 and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Our building size continues to be a consideration for us in regards to lack of meeting room/programming space and diminished space 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 Schewchuk Planning Director  
**Cc:** Jeff Roberts Public Works Director  
**From:** Bobby Riggs Street Superintendent  
**Subject:** 2019 Annexation Package Review – Pt 2  
**Date:** August 2, 2019

### **I. SID Areas**

#### *Lane Mile Additions*

- **Package, Total Lane Miles = 45.12**
  - **#67 – Normandy Hills**
    - Lane Miles = 5.36
  - **#180 – Lakewood Village**
    - Lane Miles = 19.91
  - **#208 – Sunrise Ph III, IV**
    - Lane Miles = 4.33
  - **#215 – Pipers Glen**
    - Lane Miles = 7.96
  - **#242 – Cedar View**
    - Lane Miles = 0.58
  - **#269 – Orchard Valley**
    - Lane Miles = 0.63
  - **#279 – Spring Creek**
    - Lane Miles = 2.11
  - **#280 – Kennedy Towne Center**
    - Lane Miles = 3.03
  - **#289 – Colonial Pointe**
    - Lane Miles = 1.21

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





## **II. MANPOWER NEEDS**

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

As of year-end, fiscal 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.

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1 employee per 12.74 lane miles, an average of 1970's (1: 5.9) and 2013 (1: 19.6) rates.

This package would warrant over 3.5 times the number needed to add a full-time position to the department in year one.

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 in the winter months, the department used thirty-four (34) pieces of equipment to clear roads in the winter last year. This averages 16.72 lane miles per unit. The proposed areas in this package would require adding three (3) pieces of equipment, two (2) snow route dump trucks and one (1) circle-clearing route pick-up truck.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$438,000.

*\*Please 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 Street Dept. fiscal 2018-19 budget for the funded expenses to maintain the street system of 568.47 lane miles at \$2,189,954 in total. This rate of funding breaks down to \$3,852.37 per lane mile. This package totals 45.12 lane miles and would require a funding adjustment of 7.9% above last year's budgeted levels to meet annual needs.

First-year operational budget will need to be just slightly over \$2.4 million to perform standard 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 potential new areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

*\*Please note - this report does not factor the annexation package added in the spring of this year, nor does it include part one review numbers*

Estimated year-one operational budget increase: \$175,000 *(does not include personnel or equipment)*





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## V. HIGHWAY ALLOCATION

### *Projected revenue increase*

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate.

Fiscal 2018-19 budget – \$4,791,018 for 2018 lane mile levels. This budget forecast factors to \$8,427.92 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Part 2 annexation package - 45.12 lane miles

12-month anticipated increase to Highway Allocation revenue levels - \$380,267.75.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



## Chris Shewchuk

---

**From:** Susan Kluthe  
**Sent:** Thursday, August 15, 2019 11:33 AM  
**To:** Chris Shewchuk  
**Subject:** RE: REMINDER FW: Another annexation review

There will not be a significant impact on additional costs for the Clerk's Office. We will not need additional personnel or equipment. As far as revenue, there will be a slight increase due to additional liquor licenses, tobacco licenses and for businesses, who require a Pet Shop or Grooming Permit. With most of these SIDs being mainly residential, I feel the impact will be minimal at this point.

Thanks!  
Susan Kluthe  
City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
402.293.3007  
susan.kluthe@bellevue.net

-----Original Message-----

**From:** Chris Shewchuk <Chris.Shewchuk@bellevue.net>  
**Sent:** Thursday, August 15, 2019 8:38 AM  
**To:** Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>

## Chris Shewchuk

---

**From:** Jim Shada  
**Sent:** Friday, August 16, 2019 8:56 AM  
**To:** Chris Shewchuk; Mark Blackburn; Karen Chandler  
**Subject:** Re: REMINDER FW: Another annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 1 additional full time staff and 2 - X - Mark Lazer riding lawn mowers(estimated cost is \$10,000 per lawn mower).

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

---

**From:** Chris Shewchuk  
**Sent:** Thursday, August 15, 2019 8:37:57 AM  
**To:** Epiphany Ramos; Jim Shada; Todd Jarosz; Julie Dinville; Susan Kluthe; Amanda Chandler; Perry Guido; Ashley Decker  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Cc:** Jeff Roberts <Jeff.Roberts@bellevue.net>; Richard Severson <richard.severson@bellevue.net>  
**Subject:** Another annexation review

All:

Continuing the City's annexation push, I have another group of Sanitary and Improvement Districts being proposed for annexation. These SIDs are:

#180 Lakewood Villages  
#208 Sunrise (Phases 3 and 4)  
#215 Pipers Glen  
#269 Orchard Valley  
#279 Spring Ridge  
#280 Kennedy Town Center  
#289 Colonial Pointe

Maps of each of these SIDs are attached.

ORDINANCE NO. 3968

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 204 through 438, Sunrise

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on November 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: 09/03/2019  
Second Reading: 09/17/2019  
Third Reading: 10/01/2019

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

11d.  
10/1/19

<b>COUNCIL MEETING DATE:</b>	September 3, 2019	<b>AGENDA ITEM TYPE:</b>
		SPECIAL PRESENTATION <input type="checkbox"/>
<b>SUBMITTED BY:</b>  Tammi Palm, Land Use Planner		ORDINANCE <input checked="" type="checkbox"/> <span style="float: right;">PUBLIC HEARING REQUIRED <input type="checkbox"/></span>
		RESOLUTION <input type="checkbox"/> <span style="float: right;">PUBLIC HEARING REQUIRED <input type="checkbox"/></span>
		CURRENT BUSINESS <input type="checkbox"/> <span style="float: right;">PUBLIC HEARING REQUIRED <input type="checkbox"/></span>
		CONSENT <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

**SUBJECT:**

Request to annex Sanitary and Improvement District #215, Piper's Glen. 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 #215 at this time. This annexation is part of an annexation package consisting of nine SID's and miscellaneous lots.

**BACKGROUND**

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

<b>FISCAL IMPACT:</b> \$ 0.00	<b>BUDGETED FUNDS?</b> N/A	<b>GRANT/MATCHING FUNDS?</b> N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b> N/A		<b>COUNTER-PARTY:</b>		<b>INTERLOC</b> N/A	
<b>CONTRACT DESCRIPTION:</b>					
<b>CONTRACT EFFECTIVE DATE:</b>		<b>CONTRACT TERM:</b>		<b>CONTRACT END DATE:</b>	
<b>PROJECT NAME:</b>					
<b>START DATE:</b>		<b>END DATE:</b>		<b>PAYMENT DATE:</b>	
				<b>INSURANCE REQUIRED</b>	
<b>CIP PROJECT NAME:</b>			<b>CIP PROJECT NUMBER:</b>		
<b>MAPA NAME(S):</b>			<b>MAPA NUMBER(S):</b>		
<b>STREET DISTRICT NAME(S):</b>			<b>STREET DISTRICT NUMBER(S):</b>		
<b>ACCOUNTING DISTRIBUTION CODE:</b>			<b>ACCOUNT NUMBER:</b>		

**RECOMMENDATION:**

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

**ATTACHMENTS:**

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

4	
5	
6	

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:



## Susan Kluthe

---

**From:** Chuck Hutchison <chuckhutch@cox.net>  
**Sent:** Friday, September 13, 2019 5:55 PM  
**To:** Susan Kluthe  
**Cc:** Jim Ristow; Pat Shannon; Thomas Burns; Bob Stinson; Paul Cook; Kathy Welch; Don Preister  
**Subject:** FW: Annexation Questions - SID #215

Ms. Kluthe,

I intend to address the Council at Tuesday's public hearing and request that you include this email in the agenda packet for council members.

Chuck Hutchison  
13904 Rahn Blvd

-----Original Message-----

From: Chuck Hutchison [mailto:chuckhutch@cox.net]  
Sent: Wednesday, September 11, 2019 8:39 PM  
To: 'jim.ristow@bellevue.net'  
Cc: 'Jeff.Roberts@bellevue.net'; Epiphany.Ramos@bellevue.net; 'Mark Johnson'; Bob Czerwinski (bczerwinski@eacg.com); 'rlewis361@cox.net'; 'Dave Peterson'; 'Al White'; 'Herbert Evers'  
Subject: Annexation Questions - SID #215

Mr. Ristow,

I chair the board of trustees for SID #215 and have been unsuccessful in getting definitive answers to a couple questions related to the proposed annexation.

In 2008, the City approved the SID's request to acquire park land near Rahn Blvd and Kelly Dr that includes a pond. Prior to the SID maintaining this area, the pond had green moss growing over it every year. In order to prevent this, the SID installed a fountain about 10 years ago which it continues to operate and maintain. During a June 12th meeting between Mark Johnson, SID attorney, the Planning Department indicated the City was amenable to continuing to pay this ongoing expense. During subsequent emails with Public Works, I have been unable to get confirmation the Parks Department will continue to operate and maintain the pond fountain. What is the City's plan for this pond?

Tregaron Ridge Town Homes at 25th and Fairview is part of SID #215.

Residents do not currently receive MUD bills as they do not have gas connections and water is metered per building (not each unit). When will the SID begin to receive trash service from the City's contractor, Papillion Sanitation, and how will this service be billed to these residents?

Your assistance with getting answers to these questions is greatly appreciated.

Respectfully,

Chuck Hutchison and the other trustees (on the cc line)

## Susan Kluthe

---

**From:** Audrey Isett <neali1@me.com>  
**Sent:** Tuesday, September 10, 2019 9:23 PM  
**To:** Susan Kluthe  
**Cc:** Jeff Roberts  
**Subject:** SID 215 Annexation

Ms. Susan Kluthe  
City Clerk

CC: Mr. Jeff Roberts  
Public Works Director

From: Audrey Isett

Ms. Kluthe,  
I am sending you this email as I live in Bellevue, SID 215 which is being annexed to the City of Bellevue.

I have been working with the SID Board regarding a sewer issue at 13907 S. 28th Ave., Circle, Bellevue, NE 68123.

The manhole is designated for the above listed residence and one other house in the Circle.

The sewer has backed up into the above listed residence on several occasions beginning in March 2009. On each occasion we had sewer companies come to jetty out the line etc.

It was determined that there is no problem inside the home or from the home to the manhole. The issue is from the manhole down the line to the next manhole and possibly out to the city line.

Brief History:

**12-2006:** Home purchased

**3-2009:** 1st time sewer backed up

**4-11-16:** 2nd time sewer backed up

**1-6-18:** 3rd time sewer backed up

The SID 215 Board approved quarterly cleanings at the February 5, 2019 Board Meeting.

Since they have been doing their quarterly cleanings, we have not had any sewer problems.

Now that our SID will be annexed by the City of Bellevue, I am inquiring to ascertain what procedure we must go through to ensure that we can continue to have quarterly cleanings conducted by the City rather than the SID.

Please feel free to contact me at home: 402-292-1910 or via my cell: 402-968-1723.

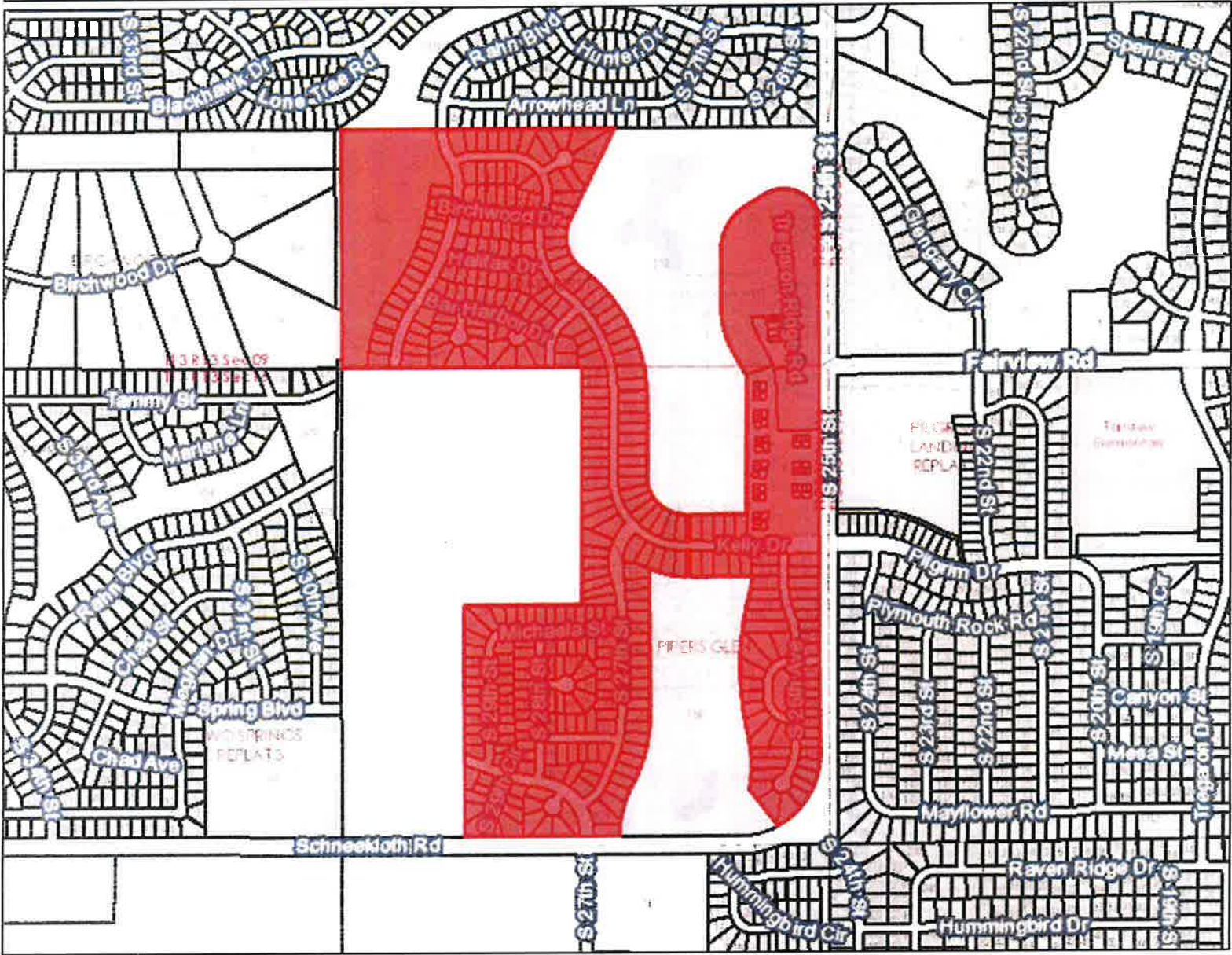
I have a great deal of documentation I can provide you and I'm happy to answer any questions you have.



Your assistance in this matter is greatly appreciated.

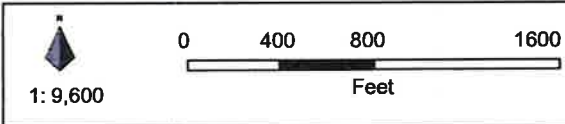
Sincerely,  
Audrey Isett  
H:402-292-1910  
C:402-968-1723

## SID #215 Pipers Glen



### Legend

## Road Centerlines



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

**Sarpy County GIS**  
1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
[maps.sarpy.com](http://maps.sarpy.com)

**GIS**  
1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
[maps.sarpy.com](http://maps.sarpy.com)

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

REQUEST: to annex Sanitary and Improvement District #215, Piper's Glen

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero 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:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: August 22, 2019



## City of Bellevue

Office of the Planning Department

**To:** City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *CS*  
**Date:** August 27, 2019  
**Subject:** City of Bellevue annexation proposal

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

SID #67	Normandy Hills	SID #180	Lakewood Villages
SID #208	Sunrise (Phases III and IV)	SID #215	Pipers Glen
SID #242	Cedar View	SID #269	Orchard Valley
SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

In addition to these SIDs, we are also proposing the annexation of an additional five parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Individual maps of the SIDs and the five additional lots are separate attachments to each agenda item.

### 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 nine SIDs proposed for annexation have an assessed valuation for 2019 of \$490,935,449 which will generate \$2,994,706 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$3,466,555 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$19,585,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$1,675,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual debt service payments. Annual tax revenue after debt service payments is expected to be \$1,319,706 prior to accounting for how the cash and investments are utilized. The five

unincorporated lots will add another \$968,817 of valuation and \$5,910 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 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 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.

Parks Department—35 acres of parks and open space, trails and tree maintenance, five playgrounds, one lake, three sports courts; need for one additional full-time staff and two X-Mark Lazer riding mowers (estimated cost is \$10,000 per lawn mower)

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; 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

Wastewater—awaiting report

City Clerk—not a significant impact for the Clerk's office, no additional personnel or equipment needs; slight increase in revenue from liquor licenses, tobacco licenses, and business permits

Library—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

Street Department—additional 45.12 lane miles to maintain; increase in State Highway Allocation funding of \$380,268; 3.5 additional FTE personnel (\$150,000); increase in operational expenses



(\$175,000); capital expenses—two snow route dump trucks and one circle-clearing route pick-up truck (\$438,000)

Fleet Maintenance—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

Police—analyzed calls for service for all 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 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle 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 #289 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. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>SID #</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
67	-0.275783	-\$275.78
180	-0.105709	-\$105.71
208	-0.103202	-\$103.20
215	-0.125783	-\$125.78
242	-0.125783	-\$125.78
269	-0.325783	-\$325.78
279	-0.325783	-\$325.78
280	-0.475783	-\$475.78
289	+0.049217	+49.22

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. One parcel is not taxed (BPS elementary school), but the other four parcels will see an increase of 0.424217 in the mil levy, or \$424.22 per \$100,000 of valuation.

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.

#### Post Office/Zip Code

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

#### Planning, Zoning, Building Permits

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

#### Wastewater

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

#### Pets

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

#### Other

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



**PLANNING DEPARTMENT RECOMMENDATION**

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

**PLANNING COMMISSION RECOMMENDATION**

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

<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
67	Normandy Hills	\$0	\$0	\$38,126,428	\$232,571	\$232,571	\$412,163
180	Lakewood Villages	\$11,005,000	\$855,000	\$223,817,280	\$1,365,285	\$510,285	\$1,620,272
208	Sunrise (Phase III and IV)	\$1,070,000	\$218,000	\$56,957,239	\$347,439	\$129,439	\$377,005
215	Piper's Glen	\$3,350,000	\$265,000	\$82,196,378	\$501,398	\$236,398	\$355,898
242	Cedar View	\$80,000	\$12,000	\$7,458,599	\$45,497	\$33,497	\$70,185
269	Orchard Valley	\$265,000	\$25,000	\$7,465,063	\$45,537	\$20,537	\$38,668
279	Spring Creek	\$780,000	\$80,000	\$23,568,037	\$143,765	\$68,765	\$193,987
280	Kennedy Town Center	\$2,055,000	\$130,000	\$27,870,551	\$170,013	\$40,013	\$255,359
289	Colonial Pointe	\$980,000	\$90,000	\$23,475,474	\$143,200	\$53,200	\$143,019
	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,994,706	\$1,319,706	\$3,466,555



## City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3137

### Memo

**To:** Chris Shewchuk, Planning Director

**From:** Julie Dinville, Library Director

**Date:** 8/15/2019

The major concerns with annexation in connection with the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Lakewood Villages #180, Sunrise (Phases 3 and 4) #208, Pipers Glen #215, Orchard Valley #269, Spring Ridge #279, Kennedy Town Center #280, and Colonial Pointe #289).

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named 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).

We currently spend about \$4.00 per cardholder for materials, so 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.

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. 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 and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Our building size continues to be a consideration for us in regards to lack of meeting room/programming space and diminished space to house a collection that is meeting the needs of a larger membership audience.



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

## MEMORANDUM

**To:** Chris Schewchuk Planning Director  
**Cc:** Jeff Roberts Public Works Director  
**From:** Bobby Riggs Street Superintendent  
**Subject:** 2019 Annexation Package Review – Pt 2  
**Date:** August 2, 2019

### **I. SID Areas**

#### *Lane Mile Additions*

- o **Package, Total Lane Miles = 45.12**
  - **#67 – Normandy Hills**
    - Lane Miles = 5.36
  - **#180 – Lakewood Village**
    - Lane Miles = 19.91
  - **#208 – Sunrise Ph III, IV**
    - Lane Miles = 4.33
  - **#215 – Pipers Glen**
    - Lane Miles = 7.96
  - **#242 – Cedar View**
    - Lane Miles = 0.58
  - **#269 – Orchard Valley**
    - Lane Miles = 0.63
  - **#279 – Spring Creek**
    - Lane Miles = 2.11
  - **#280 – Kennedy Towne Center**
    - Lane Miles = 3.03
  - **#289 – Colonial Pointe**
    - Lane Miles = 1.21

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





## **II. MANPOWER NEEDS**

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

As of year-end, fiscal 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.

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1 employee per 12.74 lane miles, an average of 1970's (1: 5.9) and 2013 (1: 19.6) rates.

This package would warrant over 3.5 times the number needed to add a full-time position to the department in year one.

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 in the winter months, the department used thirty-four (34) pieces of equipment to clear roads in the winter last year. This averages 16.72 lane miles per unit. The proposed areas in this package would require adding three (3) pieces of equipment, two (2) snow route dump trucks and one (1) circle-clearing route pick-up truck.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$438,000.

*\*Please 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 Street Dept. fiscal 2018-19 budget for the funded expenses to maintain the street system of 568.47 lane miles at \$2,189,954 in total. This rate of funding breaks down to \$3,852.37 per lane mile. This package totals 45.12 lane miles and would require a funding adjustment of 7.9% above last year's budgeted levels to meet annual needs.

First-year operational budget will need to be just slightly over \$2.4 million to perform standard 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 potential new areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

*\*Please note - this report does not factor the annexation package added in the spring of this year, nor does it include part one review numbers*

Estimated year-one operational budget increase: \$175,000 *(does not include personnel or equipment)*



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Street Department  
2016 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

## V. HIGHWAY ALLOCATION

### *Projected revenue increase*

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate.

Fiscal 2018-19 budget – \$4,791,018 for 2018 lane mile levels. This budget forecast factors to \$8,427.92 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Part 2 annexation package - 45.12 lane miles

12-month anticipated increase to Highway Allocation revenue levels - \$380,267.75.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



## Chris Shewchuk

---

**From:** Susan Kluthe  
**Sent:** Thursday, August 15, 2019 11:33 AM  
**To:** Chris Shewchuk  
**Subject:** RE: REMINDER FW: Another annexation review

There will not be a significant impact on additional costs for the Clerk's Office. We will not need additional personnel or equipment. As far as revenue, there will be a slight increase due to additional liquor licenses, tobacco licenses and for businesses, who require a Pet Shop or Grooming Permit. With most of these SIDs being mainly residential, I feel the impact will be minimal at this point.

Thanks!  
Susan Kluthe  
City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
402.293.3007  
susan.kluthe@bellevue.net

-----Original Message-----

**From:** Chris Shewchuk <Chris.Shewchuk@bellevue.net>  
**Sent:** Thursday, August 15, 2019 8:38 AM  
**To:** Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>



## Chris Shewchuk

---

**From:** Jim Shada  
**Sent:** Friday, August 16, 2019 8:56 AM  
**To:** Chris Shewchuk; Mark Blackburn; Karen Chandler  
**Subject:** Re: REMINDER FW: Another annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 1 additional full time staff and 2 - X - Mark Lazer riding lawn mowers(estimated cost is \$10,000 per lawn mower).

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

---

**From:** Chris Shewchuk  
**Sent:** Thursday, August 15, 2019 8:37:57 AM  
**To:** Epiphany Ramos; Jim Shada; Todd Jarosz; Julie Dinville; Susan Kluthe; Amanda Chandler; Perry Guido; Ashley Decker  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Cc:** Jeff Roberts <Jeff.Roberts@bellevue.net>; Richard Severson <richard.severson@bellevue.net>  
**Subject:** Another annexation review

All:

Continuing the City's annexation push, I have another group of Sanitary and Improvement Districts being proposed for annexation. These SIDs are:

#180 Lakewood Villages  
#208 Sunrise (Phases 3 and 4)  
#215 Pipers Glen  
#269 Orchard Valley  
#279 Spring Ridge  
#280 Kennedy Town Center  
#289 Colonial Pointe

Maps of each of these SIDs are attached.

ORDINANCE NO. 3969

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 147, 157 through 201, and Outlot A, Pipers Glen  
Lots 176 through 251, 258 through 265, 269 through 317, 320 through 351, and Outlot C, Oakhurst  
Lots 1 and 2, Oakhurst Replat Two  
Lots 1 through 6, Oakhurst Replat Three  
Lots 1 through 3, Oakhurst Replat Four  
Lots 1 and 2, Tregaron Replat VII, including Buildings 1 through 9, and 24, Tregaron Ridge Condominiums

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on November 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: 09/03/2019  
Second Reading: 09/17/2019  
Third Reading: 10/01/2019

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

11e.  
10/1/19

<b>COUNCIL MEETING DATE:</b>	September 3, 2019	<b>AGENDA ITEM TYPE:</b>	
		SPECIAL PRESENTATION	<input type="checkbox"/>
<b>SUBMITTED BY:</b>		ORDINANCE	<input checked="" type="checkbox"/> <b>PUBLIC HEARING REQUIRED</b>
Tammi Palm, Land Use Planner		RESOLUTION	<input type="checkbox"/> <b>PUBLIC HEARING REQUIRED</b>
		CURRENT BUSINESS	<input type="checkbox"/> <b>PUBLIC HEARING REQUIRED</b>
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

**SUBJECT:**

Request to annex Sanitary and Improvement District #242, Cedar View. 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 #242 at this time. This annexation is part of an annexation package consisting of nine SID's and miscellaneous lots.

**BACKGROUND**

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

**FISCAL IMPACT:** \$ 0.00

**BUDGETED FUNDS?** N/A

**GRANT/MATCHING FUNDS?** N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b>	N/A	<b>COUNTER-PARTY:</b>		<b>INTERLOC</b>	N/A
<b>CONTRACT DESCRIPTION:</b>					
<b>CONTRACT EFFECTIVE DATE:</b>		<b>CONTRACT TERM:</b>		<b>CONTRACT END DATE:</b>	
<b>PROJECT NAME:</b>					
<b>START DATE:</b>		<b>END DATE:</b>		<b>PAYMENT DATE:</b>	
			<b>INSURANCE REQUIRED</b>		
<b>CIP PROJECT NAME:</b>			<b>CIP PROJECT NUMBER:</b>		
<b>MAPA NAME(S):</b>			<b>MAPA NUMBER(S):</b>		
<b>STREET DISTRICT NAME(S):</b>			<b>STREET DISTRICT NUMBER(S):</b>		
<b>ACCOUNTING DISTRIBUTION CODE:</b>			<b>ACCOUNT NUMBER:</b>		

**RECOMMENDATION:**

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

**ATTACHMENTS:**

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

4	
5	
6	

**SIGNATURES:**

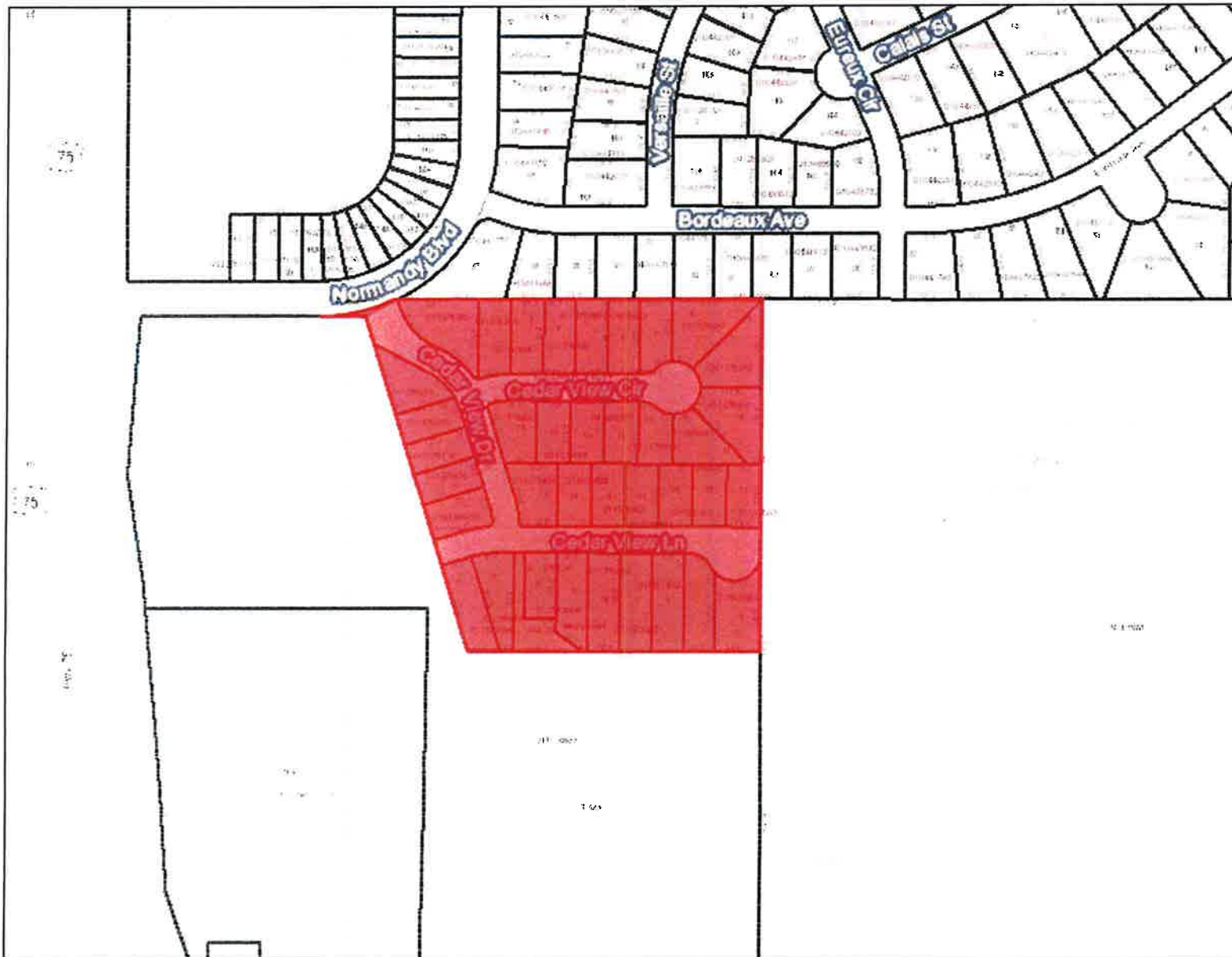
**LEGAL APPROVAL AS TO FORM:**

**FINANCE APPROVAL AS TO FORM:**

**ADMINISTRATOR APPROVAL TO SUBMIT:**

*A. B. Robinson*  
\_\_\_\_\_  
*Tammi Palm*  
\_\_\_\_\_  
*Tammi Palm*  
\_\_\_\_\_

# SID #242 Cedar View



Location

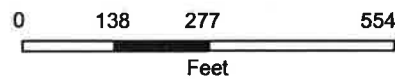


Legend

Road Centerlines



1: 3,321



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

**Sarpy County GIS**



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

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

REQUEST: to annex Sanitary and Improvement District #242, Cedar View

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero 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:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: August 22, 2019



## City of Bellevue

Office of the Planning Department

**To:** City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director   
**Date:** August 27, 2019  
**Subject:** City of Bellevue annexation proposal

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

SID #67	Normandy Hills	SID #180	Lakewood Villages
SID #208	Sunrise (Phases III and IV)	SID #215	Pipers Glen
SID #242	Cedar View	SID #269	Orchard Valley
SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

In addition to these SIDs, we are also proposing the annexation of an additional five parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Individual maps of the SIDs and the five additional lots are separate attachments to each agenda item.

### 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 nine SIDs proposed for annexation have an assessed valuation for 2019 of \$490,935,449 which will generate \$2,994,706 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$3,466,555 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$19,585,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$1,675,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual debt service payments. Annual tax revenue after debt service payments is expected to be \$1,319,706 prior to accounting for how the cash and investments are utilized. The five

unincorporated lots will add another \$968,817 of valuation and \$5,910 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 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 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.

Parks Department—35 acres of parks and open space, trails and tree maintenance, five playgrounds, one lake, three sports courts; need for one additional full-time staff and two X-Mark Lazer riding mowers (estimated cost is \$10,000 per lawn mower)

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; 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

Wastewater—awaiting report

City Clerk—not a significant impact for the Clerk's office, no additional personnel or equipment needs; slight increase in revenue from liquor licenses, tobacco licenses, and business permits

Library—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

Street Department—additional 45.12 lane miles to maintain; increase in State Highway Allocation funding of \$380,268; 3.5 additional FTE personnel (\$150,000); increase in operational expenses



(\$175,000); capital expenses—two snow route dump trucks and one circle-clearing route pick-up truck (\$438,000)

Fleet Maintenance—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

Police—analyzed calls for service for all 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 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle 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 #289 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. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>SID #</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
67	-0.275783	-\$275.78
180	-0.105709	-\$105.71
208	-0.103202	-\$103.20
215	-0.125783	-\$125.78
242	-0.125783	-\$125.78
269	-0.325783	-\$325.78
279	-0.325783	-\$325.78
280	-0.475783	-\$475.78
289	+0.049217	+49.22

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. One parcel is not taxed (BPS elementary school), but the other four parcels will see an increase of 0.424217 in the mil levy, or \$424.22 per \$100,000 of valuation.

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.

#### Post Office/Zip Code

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

#### Planning, Zoning, Building Permits

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

#### Wastewater

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

#### Pets

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

#### Other

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

**PLANNING DEPARTMENT RECOMMENDATION**

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

**PLANNING COMMISSION RECOMMENDATION**

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

<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
67	Normandy Hills	\$0	\$0	\$38,126,428	\$232,571	\$232,571	\$412,163
180	Lakewood Villages	\$11,005,000	\$855,000	\$223,817,280	\$1,365,285	\$510,285	\$1,620,272
208	Sunrise (Phase III and IV)	\$1,070,000	\$218,000	\$56,957,239	\$347,439	\$129,439	\$377,005
215	Piper's Glen	\$3,350,000	\$265,000	\$82,196,378	\$501,398	\$236,398	\$355,898
242	Cedar View	\$80,000	\$12,000	\$7,458,599	\$45,497	\$33,497	\$70,185
269	Orchard Valley	\$265,000	\$25,000	\$7,463,063	\$45,537	\$20,537	\$38,668
279	Spring Creek	\$780,000	\$80,000	\$23,568,037	\$143,765	\$63,765	\$193,987
280	Kennedy Town Center	\$2,055,000	\$130,000	\$27,870,951	\$170,013	\$40,013	\$255,359
289	Colonial Pointe	\$980,000	\$90,000	\$23,475,474	\$143,200	\$53,200	\$143,019
	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,994,706	\$1,319,706	\$3,466,555



## 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:** 8/15/2019

The major concerns with annexation in connection with the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Lakewood Villages #180, Sunrise (Phases 3 and 4) #208, Pipers Glen #215, Orchard Valley #269, Spring Ridge #279, Kennedy Town Center #280, and Colonial Pointe #289).

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named 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).

We currently spend about \$4.00 per cardholder for materials, so 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.

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. 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 and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Our building size continues to be a consideration for us in regards to lack of meeting room/programming space and diminished space to house a collection that is meeting the needs of a larger membership audience.



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Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 291-3126

## MEMORANDUM

**To:** Chris Schewchuk                      Planning Director  
**Cc:** Jeff Roberts                         Public Works Director  
**From:** Bobby Riggs                     Street Superintendent  
**Subject:** 2019 Annexation Package Review - Pt 2  
**Date:** August 2, 2019

### **I. SID Areas**

#### *Lane Mile Additions*

- **Package, Total Lane Miles = 45.12**
  - **#67 - Normandy Hills**
    - Lane Miles = 5.36
  - **#180 - Lakewood Village**
    - Lane Miles = 19.91
  - **#208 - Sunrise Ph III, IV**
    - Lane Miles = 4.33
  - **#215 - Pipers Glen**
    - Lane Miles = 7.96
  - **#242 - Cedar View**
    - Lane Miles = 0.58
  - **#269 - Orchard Valley**
    - Lane Miles = 0.63
  - **#279 - Spring Creek**
    - Lane Miles = 2.11
  - **#280 - Kennedy Towne Center**
    - Lane Miles = 3.03
  - **#289 - Colonial Pointe**
    - Lane Miles = 1.21

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3136

## **II. MANPOWER NEEDS**

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

As of year-end, fiscal 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.

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1 employee per 12.74 lane miles, an average of 1970's (1: 5.9) and 2013 (1: 19.6) rates.

This package would warrant over 3.5 times the number needed to add a full-time position to the department in year one.

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 in the winter months, the department used thirty-four (34) pieces of equipment to clear roads in the winter last year. This averages 16.72 lane miles per unit. The proposed areas in this package would require adding three (3) pieces of equipment, two (2) snow route dump trucks and one (1) circle-clearing route pick-up truck.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$438,000.

*\*Please 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 Street Dept. fiscal 2018-19 budget for the funded expenses to maintain the street system of 568.47 lane miles at \$2,189,954 in total. This rate of funding breaks down to \$3,852.37 per lane mile. This package totals 45.12 lane miles and would require a funding adjustment of 7.9% above last year's budgeted levels to meet annual needs.

First-year operational budget will need to be just slightly over \$2.4 million to perform standard 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 potential new areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

*\*Please note - this report does not factor the annexation package added in the spring of this year, nor does it include part one review numbers*

Estimated year-one operational budget increase: \$175,000 *(does not include personnel or equipment)*

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005







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**Street Department**

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

**V. HIGHWAY ALLOCATION**

*Projected revenue increase*

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate.

Fiscal 2018-19 budget – \$4,791,018 for 2018 lane mile levels. This budget forecast factors to \$8,427.92 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Part 2 annexation package - 45.12 lane miles

12-month anticipated increase to Highway Allocation revenue levels - \$380,267.75.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



## Chris Shewchuk

---

**From:** Susan Kluthe  
**Sent:** Thursday, August 15, 2019 11:33 AM  
**To:** Chris Shewchuk  
**Subject:** RE: REMINDER FW: Another annexation review

There will not be a significant impact on additional costs for the Clerk's Office. We will not need additional personnel or equipment. As far as revenue, there will be a slight increase due to additional liquor licenses, tobacco licenses and for businesses, who require a Pet Shop or Grooming Permit. With most of these SIDs being mainly residential, I feel the impact will be minimal at this point.

Thanks!  
Susan Kluthe  
City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
402.293.3007  
susan.kluthe@bellevue.net

-----Original Message-----

**From:** Chris Shewchuk <Chris.Shewchuk@bellevue.net>  
**Sent:** Thursday, August 15, 2019 8:38 AM  
**To:** Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>

## Chris Shewchuk

---

**From:** Jim Shada  
**Sent:** Friday, August 16, 2019 8:56 AM  
**To:** Chris Shewchuk; Mark Blackburn; Karen Chandler  
**Subject:** Re: REMINDER FW: Another annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 1 additional full time staff and 2 - X - Mark Lazer riding lawn mowers(estimated cost is \$10,000 per lawn mower).

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

---

**From:** Chris Shewchuk  
**Sent:** Thursday, August 15, 2019 8:37:57 AM  
**To:** Epiphany Ramos; Jim Shada; Todd Jarosz; Julie Dinville; Susan Kluthe; Amanda Chandler; Perry Guido; Ashley Decker  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Cc:** Jeff Roberts <Jeff.Roberts@bellevue.net>; Richard Severson <richard.severson@bellevue.net>  
**Subject:** Another annexation review

All:

Continuing the City's annexation push, I have another group of Sanitary and Improvement Districts being proposed for annexation. These SIDs are:

- #180 Lakewood Villages
- #208 Sunrise (Phases 3 and 4)
- #215 Pipers Glen
- #269 Orchard Valley
- #279 Spring Ridge
- #280 Kennedy Town Center
- #289 Colonial Pointe

Maps of each of these SIDs are attached.

ORDINANCE NO. 3970

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 23, 30, and 33 through 37, Cedar View  
Lots 1 and 3 through 7, and Outlot A, Cedar View Replat 1  
Lots 1 and 2, Cedar View Replat 2

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 November 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: 09/03/2019  
Second Reading: 09/17/2019  
Third Reading: 10/01/2019

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

11f.  
10/1/19

<b>COUNCIL MEETING DATE:</b>	September 3, 2019	<b>AGENDA ITEM TYPE:</b>
		SPECIAL PRESENTATION <input type="checkbox"/>
<b>SUBMITTED BY:</b>  Tammi Palm, Land Use Planner		ORDINANCE <input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CONSENT <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

**SUBJECT:**

Request to annex Sanitary and Improvement District #269, Orchard Valley. 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 #269 at this time. This annexation is part of an annexation package consisting of nine SID's and miscellaneous lots.

**BACKGROUND**

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

<b>FISCAL IMPACT:</b> \$ 0.00	<b>BUDGETED FUNDS?</b> N/A	<b>GRANT/MATCHING FUNDS?</b> N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b> N/A	<b>COUNTER-PARTY:</b>	<b>INTERLOC</b> N/A
<b>CONTRACT DESCRIPTION:</b>		
<b>CONTRACT EFFECTIVE DATE:</b>	<b>CONTRACT TERM:</b>	<b>CONTRACT END DATE:</b>
<b>PROJECT NAME:</b>		
<b>START DATE:</b>	<b>END DATE:</b>	<b>PAYMENT DATE:</b>
		<b>INSURANCE REQUIRED</b> <input type="checkbox"/>
<b>CIP PROJECT NAME:</b>		<b>CIP PROJECT NUMBER:</b>
<b>MAPA NAME(S):</b>		<b>MAPA NUMBER(S):</b>
<b>STREET DISTRICT NAME(S):</b>		<b>STREET DISTRICT NUMBER(S):</b>
<b>ACCOUNTING DISTRIBUTION CODE:</b>		<b>ACCOUNT NUMBER:</b>

**RECOMMENDATION:**

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

**ATTACHMENTS:**

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

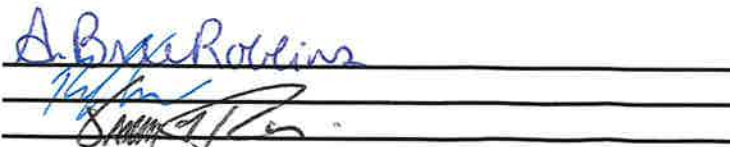
4	
5	
6	

**SIGNATURES:**

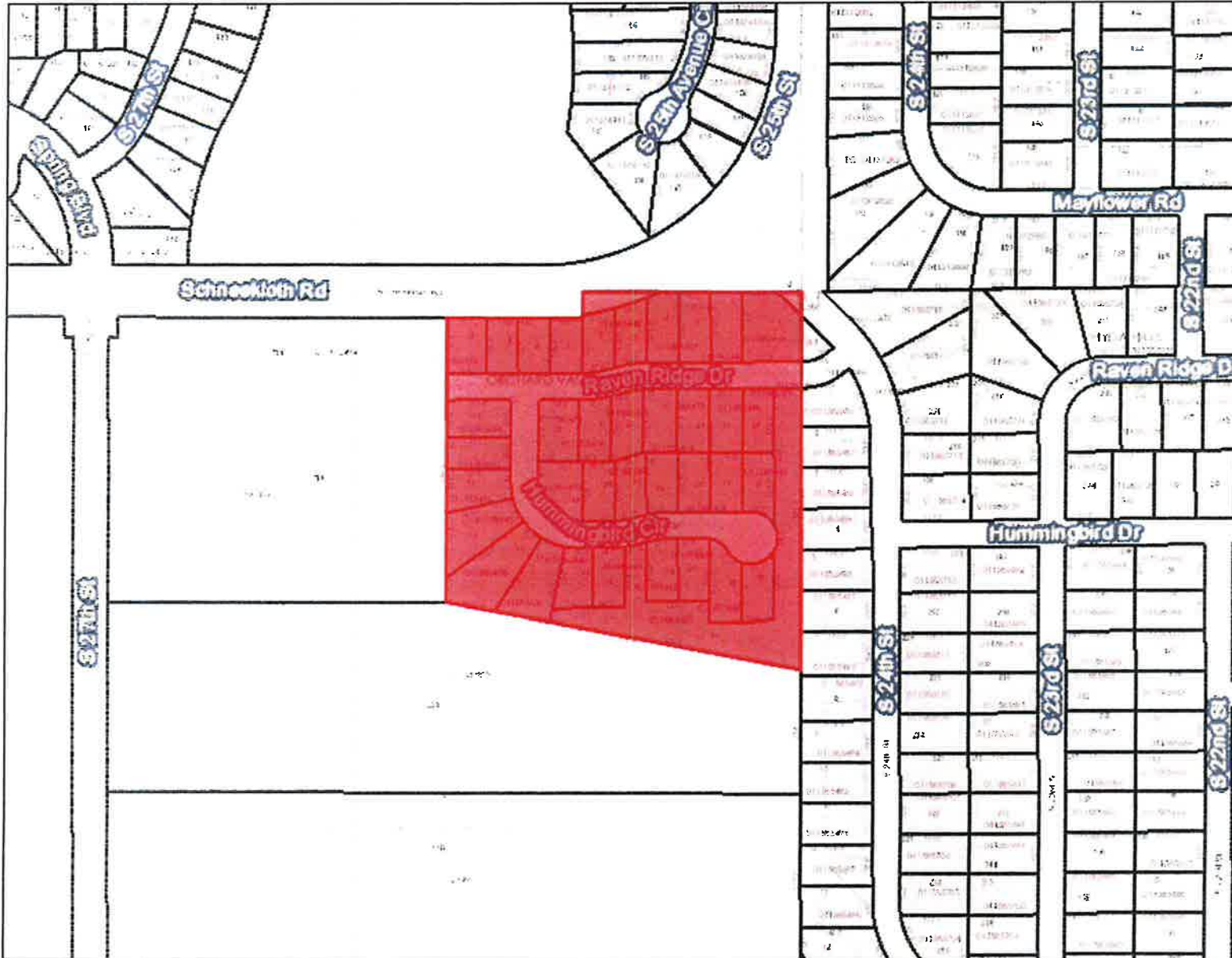
LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:



# SID #269 Orchard Valley



Location

Legend

Road Centerlines



1: 3,321

0 138 277 554  
Feet

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

Sarpy County GIS

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



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

REQUEST: to annex Sanitary and Improvement District #269, Orchard Valley

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero 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:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: August 22, 2019





## City of Bellevue

Office of the Planning Department

**To:** City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *ms*  
**Date:** August 27, 2019  
**Subject:** City of Bellevue annexation proposal

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

SID #67	Normandy Hills	SID #180	Lakewood Villages
SID #208	Sunrise (Phases III and IV)	SID #215	Pipers Glen
SID #242	Cedar View	SID #269	Orchard Valley
SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

In addition to these SIDs, we are also proposing the annexation of an additional five parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Individual maps of the SIDs and the five additional lots are separate attachments to each agenda item.

### **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 nine SIDs proposed for annexation have an assessed valuation for 2019 of \$490,935,449 which will generate \$2,994,706 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$3,466,555 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$19,585,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$1,675,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual debt service payments. Annual tax revenue after debt service payments is expected to be \$1,319,706 prior to accounting for how the cash and investments are utilized. The five

unincorporated lots will add another \$968,817 of valuation and \$5,910 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 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 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.

Parks Department—35 acres of parks and open space, trails and tree maintenance, five playgrounds, one lake, three sports courts; need for one additional full-time staff and two X-Mark Lazer riding mowers (estimated cost is \$10,000 per lawn mower)

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; 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

Wastewater—awaiting report

City Clerk—not a significant impact for the Clerk's office, no additional personnel or equipment needs; slight increase in revenue from liquor licenses, tobacco licenses, and business permits

Library—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

Street Department—additional 45.12 lane miles to maintain; increase in State Highway Allocation funding of \$380,268; 3.5 additional FTE personnel (\$150,000); increase in operational expenses

(\$175,000); capital expenses—two snow route dump trucks and one circle-clearing route pick-up truck (\$438,000)

Fleet Maintenance—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

Police—analyzed calls for service for all 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 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle 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 #289 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. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>SID #</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
67	-0.275783	-\$275.78
180	-0.105709	-\$105.71
208	-0.103202	-\$103.20
215	-0.125783	-\$125.78
242	-0.125783	-\$125.78
269	-0.325783	-\$325.78
279	-0.325783	-\$325.78
280	-0.475783	-\$475.78
289	+0.049217	+\$49.22

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. One parcel is not taxed (BPS elementary school), but the other four parcels will see an increase of 0.424217 in the mil levy, or \$424.22 per \$100,000 of valuation.

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.

#### Post Office/Zip Code

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

#### Planning, Zoning, Building Permits

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

#### Wastewater

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

#### Pets

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

#### Other

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

**PLANNING DEPARTMENT RECOMMENDATION**

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

**PLANNING COMMISSION RECOMMENDATION**

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

<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
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215	Piper's Glen	\$3,350,000	\$265,000	\$82,196,378	\$501,398	\$236,398	\$355,898
242	Cedar View	\$80,000	\$12,000	\$7,458,599	\$45,497	\$33,497	\$70,185
269	Orchard Valley	\$265,000	\$25,000	\$7,465,063	\$45,537	\$20,537	\$38,668
279	Spring Creek	\$780,000	\$80,000	\$23,568,037	\$143,765	\$63,765	\$193,987
280	Kennedy Town Center	\$2,055,000	\$130,000	\$27,870,951	\$170,013	\$40,013	\$255,359
289	Colonial Pointe	\$980,000	\$90,000	\$23,475,474	\$143,200	\$53,200	\$143,019
	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,994,706	\$1,319,706	\$3,466,555



## 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:** 8/15/2019

The major concerns with annexation in connection with the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Lakewood Villages #180, Sunrise (Phases 3 and 4) #208, Pipers Glen #215, Orchard Valley #269, Spring Ridge #279, Kennedy Town Center #280, and Colonial Pointe #289).

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named 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).

We currently spend about \$4.00 per cardholder for materials, so 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.

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. 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 and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Our building size continues to be a consideration for us in regards to lack of meeting room/programming space and diminished space to house a collection that is meeting the needs of a larger membership audience.





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Street Department

306 Industrial Dr • Bellevue, Nebraska 68005 • (402) 291-3126

## MEMORANDUM

**To:** Chris Schewchuk Planning Director  
**Cc:** Jeff Roberts Public Works Director  
**From:** Bobby Riggs Street Superintendent  
**Subject:** 2019 Annexation Package Review – Pt 2  
**Date:** August 2, 2019

### **I. SID Areas**

#### *Lane Mile Additions*

- o **Package, Total Lane Miles = 45.12**
  - **#67 – Normandy Hills**
    - Lane Miles = 5.36
  - **#180 – Lakewood Village**
    - Lane Miles = 19.91
  - **#208 – Sunrise Ph III, IV**
    - Lane Miles = 4.33
  - **#215 – Pipers Glen**
    - Lane Miles = 7.96
  - **#242 – Cedar View**
    - Lane Miles = 0.58
  - **#269 – Orchard Valley**
    - Lane Miles = 0.63
  - **#279 – Spring Creek**
    - Lane Miles = 2.11
  - **#280 – Kennedy Towne Center**
    - Lane Miles = 3.03
  - **#289 – Colonial Pointe**
    - Lane Miles = 1.21

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





## **II. MANPOWER NEEDS**

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

As of year-end, fiscal 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.

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1 employee per 12.74 lane miles, an average of 1970's (1: 5.9) and 2013 (1: 19.6) rates.

This package would warrant over 3.5 times the number needed to add a full-time position to the department in year one.

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 in the winter months, the department used thirty-four (34) pieces of equipment to clear roads in the winter last year. This averages 16.72 lane miles per unit. The proposed areas in this package would require adding three (3) pieces of equipment, two (2) snow route dump trucks and one (1) circle-clearing route pick-up truck.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$438,000.

*\*Please 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 Street Dept. fiscal 2018-19 budget for the funded expenses to maintain the street system of 568.47 lane miles at \$2,189,954 in total. This rate of funding breaks down to \$3,852.37 per lane mile. This package totals 45.12 lane miles and would require a funding adjustment of 7.9% above last year's budgeted levels to meet annual needs.

First-year operational budget will need to be just slightly over \$2.4 million to perform standard 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 potential new areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

*\*Please note - this report does not factor the annexation package added in the spring of this year, nor does it include part one review numbers*

Estimated year-one operational budget increase: \$175,000 (does not include personnel or equipment)



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**Street Department**

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

**V. HIGHWAY ALLOCATION**

*Projected revenue increase*

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate.

Fiscal 2018-19 budget – \$4,791,018 for 2018 lane mile levels. This budget forecast factors to \$8,427.92 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Part 2 annexation package - 45.12 lane miles

12-month anticipated increase to Highway Allocation revenue levels - \$380,267.75.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



## Chris Shewchuk

---

**From:** Susan Kluthe  
**Sent:** Thursday, August 15, 2019 11:33 AM  
**To:** Chris Shewchuk  
**Subject:** RE: REMINDER FW: Another annexation review

There will not be a significant impact on additional costs for the Clerk's Office. We will not need additional personnel or equipment. As far as revenue, there will be a slight increase due to additional liquor licenses, tobacco licenses and for businesses, who require a Pet Shop or Grooming Permit. With most of these SIDs being mainly residential, I feel the impact will be minimal at this point.

Thanks!  
Susan Kluthe  
City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
402.293.3007  
susan.kluthe@bellevue.net

-----Original Message-----

**From:** Chris Shewchuk <Chris.Shewchuk@bellevue.net>  
**Sent:** Thursday, August 15, 2019 8:38 AM  
**To:** Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>

## Chris Shewchuk

---

**From:** Jim Shada  
**Sent:** Friday, August 16, 2019 8:56 AM  
**To:** Chris Shewchuk; Mark Blackburn; Karen Chandler  
**Subject:** Re: REMINDER FW: Another annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 1 additional full time staff and 2 - X - Mark Lazer riding lawn mowers(estimated cost is \$10,000 per lawn mower).

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

---

**From:** Chris Shewchuk  
**Sent:** Thursday, August 15, 2019 8:37:57 AM  
**To:** Epiphany Ramos; Jim Shada; Todd Jarosz; Julie Dinville; Susan Kluthe; Amanda Chandler; Perry Guido; Ashley Decker  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Cc:** Jeff Roberts <Jeff.Roberts@bellevue.net>; Richard Severson <richard.severson@bellevue.net>  
**Subject:** Another annexation review

All:

Continuing the City's annexation push, I have another group of Sanitary and Improvement Districts being proposed for annexation. These SIDs are:

#180 Lakewood Villages  
#208 Sunrise (Phases 3 and 4)  
#215 Pipers Glen  
#269 Orchard Valley  
#279 Spring Ridge  
#280 Kennedy Town Center  
#289 Colonial Pointe

Maps of each of these SIDs are attached.

ORDINANCE NO. 3971

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 36 and Outlot A, Orchard Valley

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on November 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: 09/03/2019  
Second Reading: 09/17/2019  
Third Reading: 10/01/2019

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

11g.  
10/1/19

<b>COUNCIL MEETING DATE:</b>	September 3, 2019	<b>AGENDA ITEM TYPE:</b>	
		SPECIAL PRESENTATION	<input type="checkbox"/>
<b>SUBMITTED BY:</b>		ORDINANCE	<input checked="" type="checkbox"/> <b>PUBLIC HEARING REQUIRED</b>
Tammi Palm, Land Use Planner		RESOLUTION	<input type="checkbox"/> <b>PUBLIC HEARING REQUIRED</b>
		CURRENT BUSINESS	<input type="checkbox"/> <b>PUBLIC HEARING REQUIRED</b>
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

**SUBJECT:**

Request to annex Sanitary and Improvement District #279, Spring Creek. 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 #279 at this time. This annexation is part of an annexation package consisting of nine SID's and miscellaneous lots.

**BACKGROUND**

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

<b>FISCAL IMPACT:</b>	\$ 0.00	<b>BUDGETED FUNDS?</b>	N/A	<b>GRANT/MATCHING FUNDS?</b>	N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b>	N/A	<b>COUNTER-PARTY:</b>		<b>INTERLOC</b>	N/A
<b>CONTRACT DESCRIPTION:</b>					
<b>CONTRACT EFFECTIVE DATE:</b>		<b>CONTRACT TERM:</b>		<b>CONTRACT END DATE:</b>	
<b>PROJECT NAME:</b>					
<b>START DATE:</b>		<b>END DATE:</b>		<b>PAYMENT DATE:</b>	
			<b>INSURANCE REQUIRED</b>		
<b>CIP PROJECT NAME:</b>			<b>CIP PROJECT NUMBER:</b>		
<b>MAPA NAME(S):</b>			<b>MAPA NUMBER(S):</b>		
<b>STREET DISTRICT NAME(S):</b>			<b>STREET DISTRICT NUMBER(S):</b>		
<b>ACCOUNTING DISTRIBUTION CODE:</b>			<b>ACCOUNT NUMBER:</b>		

**RECOMMENDATION:**

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

**ATTACHMENTS:**

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



4	
5	
6	

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

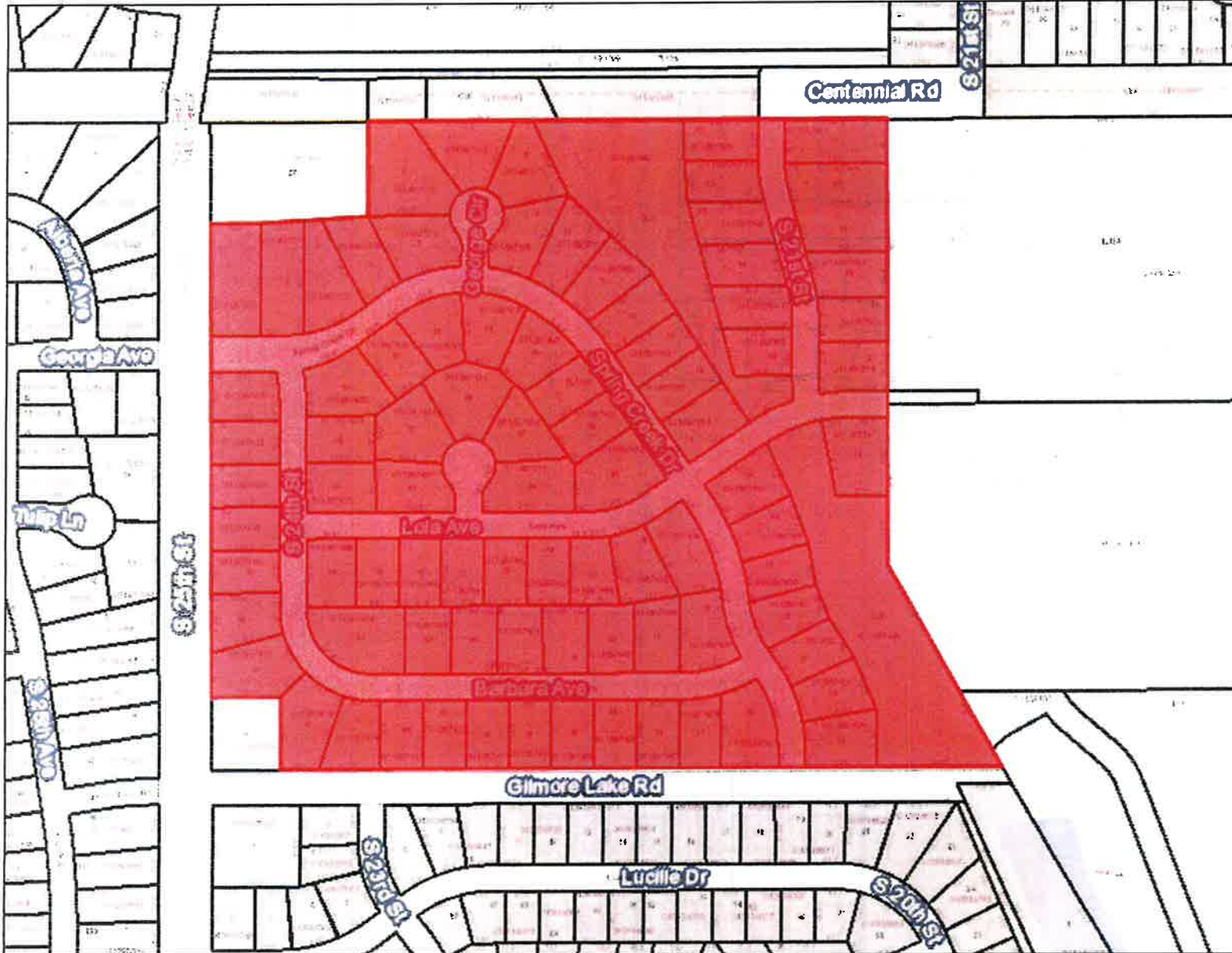
FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:



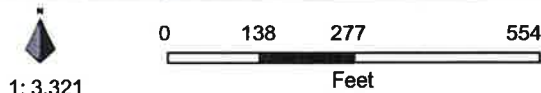
# SID #279 Spring Creek



Location

Legend

Road Centerlines



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

**Sarpy County GIS**  
 1210 Golden Gate Dr.  
 Suite 1130  
 Papillion, NE 68046  
[maps.sarpy.com](http://maps.sarpy.com)

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

REQUEST: to annex Sanitary and Improvement District #279, Spring Creek

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero 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:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: August 22, 2019



## City of Bellevue

Office of the Planning Department

**To:** City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *CS*  
**Date:** August 27, 2019  
**Subject:** City of Bellevue annexation proposal

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

SID #67	Normandy Hills	SID #180	Lakewood Villages
SID #208	Sunrise (Phases III and IV)	SID #215	Pipers Glen
SID #242	Cedar View	SID #269	Orchard Valley
SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

In addition to these SIDs, we are also proposing the annexation of an additional five parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Individual maps of the SIDs and the five additional lots are separate attachments to each agenda item.

### **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 nine SIDs proposed for annexation have an assessed valuation for 2019 of \$490,935,449 which will generate \$2,994,706 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$3,466,555 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$19,585,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$1,675,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual debt service payments. Annual tax revenue after debt service payments is expected to be \$1,319,706 prior to accounting for how the cash and investments are utilized. The five

unincorporated lots will add another \$968,817 of valuation and \$5,910 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 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 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.

Parks Department—35 acres of parks and open space, trails and tree maintenance, five playgrounds, one lake, three sports courts; need for one additional full-time staff and two X-Mark Lazer riding mowers (estimated cost is \$10,000 per lawn mower)

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; 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

Wastewater—awaiting report

City Clerk—not a significant impact for the Clerk's office, no additional personnel or equipment needs; slight increase in revenue from liquor licenses, tobacco licenses, and business permits

Library—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

Street Department—additional 45.12 lane miles to maintain; increase in State Highway Allocation funding of \$380,268; 3.5 additional FTE personnel (\$150,000); increase in operational expenses

(\$175,000); capital expenses—two snow route dump trucks and one circle-clearing route pick-up truck (\$438,000)

Fleet Maintenance—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

Police—analyzed calls for service for all 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 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle 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 #289 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. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>SID #</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
67	-0.275783	-\$275.78
180	-0.105709	-\$105.71
208	-0.103202	-\$103.20
215	-0.125783	-\$125.78
242	-0.125783	-\$125.78
269	-0.325783	-\$325.78
279	-0.325783	-\$325.78
280	-0.475783	-\$475.78
289	+0.049217	+49.22

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. One parcel is not taxed (BPS elementary school), but the other four parcels will see an increase of 0.424217 in the mil levy, or \$424.22 per \$100,000 of valuation.

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.

#### Post Office/Zip Code

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

#### Planning, Zoning, Building Permits

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

#### Wastewater

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

#### Pets

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

#### Other

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

**PLANNING DEPARTMENT RECOMMENDATION**

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

**PLANNING COMMISSION RECOMMENDATION**

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



<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
67	Normandy Hills	\$0	\$0	\$38,126,428	\$232,571	\$232,571	\$412,163
180	Lakewood Villages	\$11,005,000	\$855,000	\$223,817,280	\$1,365,285	\$510,285	\$1,620,272
208	Sunrise (Phase III and IV)	\$1,070,000	\$218,000	\$56,957,239	\$347,439	\$129,439	\$377,005
215	Piper's Glen	\$3,350,000	\$265,000	\$82,196,378	\$501,398	\$236,398	\$355,898
242	Cedar View	\$80,000	\$12,000	\$7,458,599	\$45,497	\$33,497	\$70,185
269	Orchard Valley	\$265,000	\$25,000	\$7,465,063	\$45,537	\$20,537	\$38,668
279	Spring Creek	\$780,000	\$80,000	\$23,568,037	\$143,765	\$68,765	\$193,987
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289	Colonial Pointe	\$980,000	\$90,000	\$23,475,474	\$143,200	\$53,200	\$143,019
	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,994,706	\$1,319,706	\$3,466,555



## 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:** 8/15/2019

The major concerns with annexation in connection with the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Lakewood Villages #180, Sunrise (Phases 3 and 4) #208, Pipers Glen #215, Orchard Valley #269, Spring Ridge #279, Kennedy Town Center #280, and Colonial Pointe #289).

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named 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).

We currently spend about \$4.00 per cardholder for materials, so 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.

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. 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 and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Our building size continues to be a consideration for us in regards to lack of meeting room/programming space and diminished space 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 Schewchuk                      Planning Director  
**Cc:** Jeff Roberts                          Public Works Director  
**From:** Bobby Riggs                      Street Superintendent  
**Subject:** 2019 Annexation Package Review – Pt 2  
**Date:** August 2, 2019

### **I. SID Areas**

#### *Lane Mile Additions*

- **Package, Total Lane Miles = 45.12**
  - **#67 – Normandy Hills**
    - Lane Miles = 5.36
  - **#180 – Lakewood Village**
    - Lane Miles = 19.91
  - **#208 – Sunrise Ph III, IV**
    - Lane Miles = 4.33
  - **#215 – Pipers Glen**
    - Lane Miles = 7.96
  - **#242 – Cedar View**
    - Lane Miles = 0.58
  - **#269 – Orchard Valley**
    - Lane Miles = 0.63
  - **#279 – Spring Creek**
    - Lane Miles = 2.11
  - **#280 – Kennedy Towne Center**
    - Lane Miles = 3.03
  - **#289 – Colonial Pointe**
    - Lane Miles = 1.21

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





## **II. MANPOWER NEEDS**

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

As of year-end, fiscal 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.

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1 employee per 12.74 lane miles, an average of 1970's (1: 5.9) and 2013 (1: 19.6) rates.

This package would warrant over 3.5 times the number needed to add a full-time position to the department in year one.

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 in the winter months, the department used thirty-four (34) pieces of equipment to clear roads in the winter last year. This averages 16.72 lane miles per unit. The proposed areas in this package would require adding three (3) pieces of equipment, two (2) snow route dump trucks and one (1) circle-clearing route pick-up truck.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$438,000.

*\*Please 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 Street Dept. fiscal 2018-19 budget for the funded expenses to maintain the street system of 568.47 lane miles at \$2,189,954 in total. This rate of funding breaks down to \$3,852.37 per lane mile. This package totals 45.12 lane miles and would require a funding adjustment of 7.9% above last year's budgeted levels to meet annual needs.

First-year operational budget will need to be just slightly over \$2.4 million to perform standard 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 potential new areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

*\*Please note - this report does not factor the annexation package added in the spring of this year. nor does it include part one review numbers*

Estimated year-one operational budget increase: \$175,000 *(does not include personnel or equipment)*



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Street Department

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## V. HIGHWAY ALLOCATION

### *Projected revenue increase*

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate.

Fiscal 2018-19 budget – \$4,791,018 for 2018 lane mile levels. This budget forecast factors to \$8,427.92 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Part 2 annexation package - 45.12 lane miles

12-month anticipated increase to Highway Allocation revenue levels - \$380,267.75.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



## Chris Shewchuk

---

**From:** Susan Kluthe  
**Sent:** Thursday, August 15, 2019 11:33 AM  
**To:** Chris Shewchuk  
**Subject:** RE: REMINDER FW: Another annexation review

There will not be a significant impact on additional costs for the Clerk's Office. We will not need additional personnel or equipment. As far as revenue, there will be a slight increase due to additional liquor licenses, tobacco licenses and for businesses, who require a Pet Shop or Grooming Permit. With most of these SIDs being mainly residential, I feel the impact will be minimal at this point.

Thanks!  
Susan Kluthe  
City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
402.293.3007  
susan.kluthe@bellevue.net

-----Original Message-----

**From:** Chris Shewchuk <Chris.Shewchuk@bellevue.net>  
**Sent:** Thursday, August 15, 2019 8:38 AM  
**To:** Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>

## Chris Shewchuk

---

**From:** Jim Shada  
**Sent:** Friday, August 16, 2019 8:56 AM  
**To:** Chris Shewchuk; Mark Blackburn; Karen Chandler  
**Subject:** Re: REMINDER FW: Another annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 1 additional full time staff and 2 - X - Mark Lazer riding lawn mowers(estimated cost is \$10,000 per lawn mower).

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

---

**From:** Chris Shewchuk  
**Sent:** Thursday, August 15, 2019 8:37:57 AM  
**To:** Epiphany Ramos; Jim Shada; Todd Jarosz; Julie Dinville; Susan Kluthe; Amanda Chandler; Perry Guido; Ashley Decker  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

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**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Cc:** Jeff Roberts <Jeff.Roberts@bellevue.net>; Richard Severson <richard.severson@bellevue.net>  
**Subject:** Another annexation review

All:

Continuing the City's annexation push, I have another group of Sanitary and Improvement Districts being proposed for annexation. These SIDs are:

#180 Lakewood Villages  
#208 Sunrise (Phases 3 and 4)  
#215 Pipers Glen  
#269 Orchard Valley  
#279 Spring Ridge  
#280 Kennedy Town Center  
#289 Colonial Pointe

Maps of each of these SIDs are attached.



ORDINANCE NO. 3972

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 85, and Outlots A and B, Spring Creek

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on November 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: 09/03/2019

Second Reading: 09/17/2019

Third Reading: 10/01/2019

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

11h.  
10/1/19

<b>COUNCIL MEETING DATE:</b>	September 3, 2019	<b>AGENDA ITEM TYPE:</b>	
		SPECIAL PRESENTATION	<input type="checkbox"/>
<b>SUBMITTED BY:</b>  Tammi Palm, Land Use Planner		ORDINANCE	<input checked="" type="checkbox"/> <span style="float: right;">PUBLIC HEARING REQUIRED <input type="checkbox"/></span>
		RESOLUTION	<input type="checkbox"/> <span style="float: right;">PUBLIC HEARING REQUIRED <input type="checkbox"/></span>
		CURRENT BUSINESS	<input type="checkbox"/> <span style="float: right;">PUBLIC HEARING REQUIRED <input type="checkbox"/></span>
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

**SUBJECT:**

Request to annex Sanitary and Improvement District #280, Kennedy Town Center.  
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 #280 at this time. This annexation is part of an annexation package consisting of nine SID's and miscellaneous lots.

**BACKGROUND**

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

<b>FISCAL IMPACT:</b>	\$ 0.00	<b>BUDGETED FUNDS?</b>	N/A
		<b>GRANT/MATCHING FUNDS?</b>	N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b>	N/A	<b>COUNTER-PARTY:</b>	
		<b>INTERLOC</b>	N/A
<b>CONTRACT DESCRIPTION:</b>			
<b>CONTRACT EFFECTIVE DATE:</b>		<b>CONTRACT TERM:</b>	
		<b>CONTRACT END DATE:</b>	
<b>PROJECT NAME:</b>			
<b>START DATE:</b>		<b>END DATE:</b>	
		<b>PAYMENT DATE:</b>	
		<b>INSURANCE REQUIRED</b>	<input type="checkbox"/>
<b>CIP PROJECT NAME:</b>		<b>CIP PROJECT NUMBER:</b>	
<b>MAPA NAME(S):</b>		<b>MAPA NUMBER(S):</b>	
<b>STREET DISTRICT NAME(S):</b>		<b>STREET DISTRICT NUMBER(S):</b>	
<b>ACCOUNTING DISTRIBUTION CODE:</b>		<b>ACCOUNT NUMBER:</b>	

**RECOMMENDATION:**

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

**ATTACHMENTS:**

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

4	
5	
6	

**SIGNATURES:**

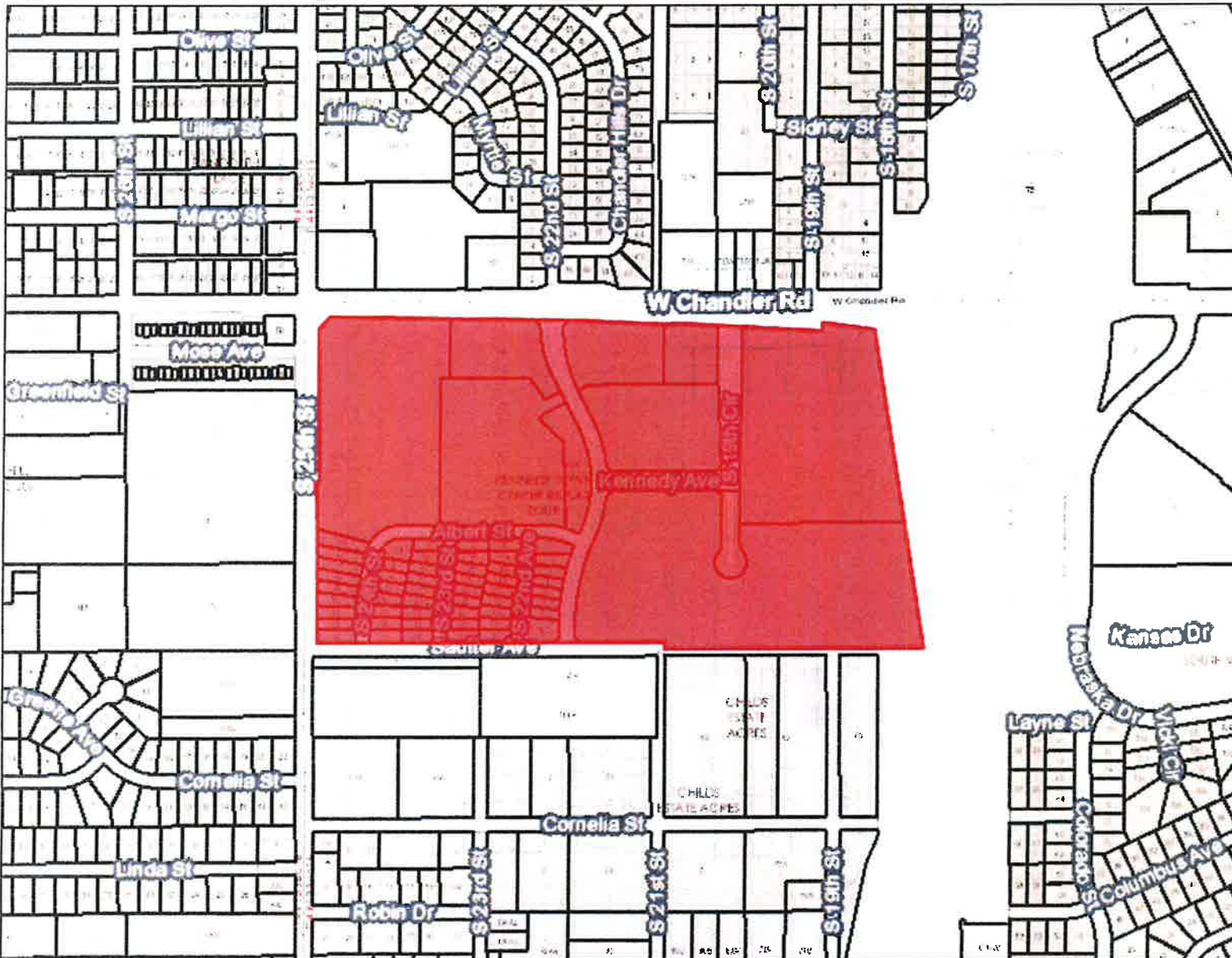
LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

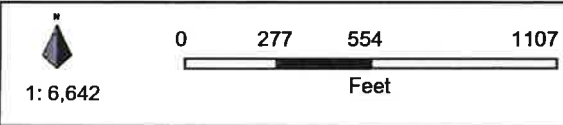


## SID #280 Kennedy Town Center



### Legend

# Road Centerlines



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

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

**sarpy**  **county**  
**GIS**

1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
[maps.sarpy.com](http://maps.sarpy.com)

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

REQUEST: to annex Sanitary and Improvement District #280, Kennedy Town Center

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero 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:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: August 22, 2019



## City of Bellevue

Office of the Planning Department

**To:** City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *ms*  
**Date:** August 27, 2019  
**Subject:** City of Bellevue annexation proposal

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

SID #67	Normandy Hills	SID #180	Lakewood Villages
SID #208	Sunrise (Phases III and IV)	SID #215	Pipers Glen
SID #242	Cedar View	SID #269	Orchard Valley
SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

In addition to these SIDs, we are also proposing the annexation of an additional five parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Individual maps of the SIDs and the five additional lots are separate attachments to each agenda item.

### **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 nine SIDs proposed for annexation have an assessed valuation for 2019 of \$490,935,449 which will generate \$2,994,706 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$3,466,555 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$19,585,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$1,675,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual debt service payments. Annual tax revenue after debt service payments is expected to be \$1,319,706 prior to accounting for how the cash and investments are utilized. The five



unincorporated lots will add another \$968,817 of valuation and \$5,910 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 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 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.

Parks Department—35 acres of parks and open space, trails and tree maintenance, five playgrounds, one lake, three sports courts; need for one additional full-time staff and two X-Mark Lazer riding mowers (estimated cost is \$10,000 per lawn mower)

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; 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

Wastewater—awaiting report

City Clerk—not a significant impact for the Clerk's office, no additional personnel or equipment needs; slight increase in revenue from liquor licenses, tobacco licenses, and business permits

Library—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

Street Department—additional 45.12 lane miles to maintain; increase in State Highway Allocation funding of \$380,268; 3.5 additional FTE personnel (\$150,000); increase in operational expenses

(\$175,000); capital expenses—two snow route dump trucks and one circle-clearing route pick-up truck (\$438,000)

Fleet Maintenance—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

Police—analyzed calls for service for all 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 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle 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 #289 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. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>SID #</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
67	-0.275783	-\$275.78
180	-0.105709	-\$105.71
208	-0.103202	-\$103.20
215	-0.125783	-\$125.78
242	-0.125783	-\$125.78
269	-0.325783	-\$325.78
279	-0.325783	-\$325.78
280	-0.475783	-\$475.78
289	+0.049217	+49.22

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. One parcel is not taxed (BPS elementary school), but the other four parcels will see an increase of 0.424217 in the mil levy, or \$424.22 per \$100,000 of valuation.



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.

#### Post Office/Zip Code

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

#### Planning, Zoning, Building Permits

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

#### Wastewater

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

#### Pets

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

#### Other

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

**PLANNING DEPARTMENT RECOMMENDATION**

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

**PLANNING COMMISSION RECOMMENDATION**

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

<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
67	Normandy Hills	\$0	\$0	\$38,126,428	\$232,571	\$232,571	\$412,163
180	Lakewood Villages	\$11,005,000	\$855,000	\$223,817,280	\$1,365,285	\$510,285	\$1,620,272
208	Sunrise (Phase III and IV)	\$1,070,000	\$218,000	\$56,957,239	\$347,439	\$129,439	\$377,005
215	Piper's Glen	\$3,350,000	\$265,000	\$82,196,378	\$501,398	\$236,398	\$355,898
242	Cedar View	\$80,000	\$12,000	\$7,458,599	\$45,497	\$33,497	\$70,185
269	Orchard Valley	\$265,000	\$25,000	\$7,465,063	\$45,537	\$20,537	\$38,668
279	Spring Creek	\$780,000	\$80,000	\$23,568,037	\$143,765	\$63,765	\$193,987
280	Kennedy Town Center	\$2,055,000	\$130,000	\$27,870,951	\$170,013	\$40,013	\$255,359
289	Colonial Pointe	\$980,000	\$90,000	\$23,475,474	\$143,200	\$53,200	\$143,019
	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,994,706	\$1,319,706	\$3,466,555



## 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:** 8/15/2019

The major concerns with annexation in connection with the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Lakewood Villages #180, Sunrise (Phases 3 and 4) #208, Pipers Glen #215, Orchard Valley #269, Spring Ridge #279, Kennedy Town Center #280, and Colonial Pointe #289).

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named 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).

We currently spend about \$4.00 per cardholder for materials, so 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.

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. 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 and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Our building size continues to be a consideration for us in regards to lack of meeting room/programming space and diminished space 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) 293-3136

## MEMORANDUM

**To:** Chris Schewchuk                      Planning Director  
**Cc:** Jeff Roberts                          Public Works Director  
**From:** Bobby Riggs                      Street Superintendent  
**Subject:** 2019 Annexation Package Review – Pt 2  
**Date:** August 2, 2019

### **I. SID Areas**

#### *Lane Mile Additions*

- o **Package, Total Lane Miles = 45.12**
  - **#67 – Normandy Hills**
    - Lane Miles = 5.36
  - **#180 – Lakewood Village**
    - Lane Miles = 19.91
  - **#208 – Sunrise Ph III, IV**
    - Lane Miles = 4.33
  - **#215 – Pipers Glen**
    - Lane Miles = 7.96
  - **#242 – Cedar View**
    - Lane Miles = 0.58
  - **#269 – Orchard Valley**
    - Lane Miles = 0.63
  - **#279 – Spring Creek**
    - Lane Miles = 2.11
  - **#280 – Kennedy Towne Center**
    - Lane Miles = 3.03
  - **#289 – Colonial Pointe**
    - Lane Miles = 1.21

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





## II. MANPOWER NEEDS

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

As of year-end, fiscal 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.

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1 employee per 12.74 lane miles, an average of 1970's (1: 5.9) and 2013 (1: 19.6) rates.

This package would warrant over 3.5 times the number needed to add a full-time position to the department in year one.

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 in the winter months, the department used thirty-four (34) pieces of equipment to clear roads in the winter last year. This averages 16.72 lane miles per unit. The proposed areas in this package would require adding three (3) pieces of equipment, two (2) snow route dump trucks and one (1) circle-clearing route pick-up truck.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$438,000.

*\*Please 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 Street Dept. fiscal 2018-19 budget for the funded expenses to maintain the street system of 568.47 lane miles at \$2,189,954 in total. This rate of funding breaks down to \$3,852.37 per lane mile. This package totals 45.12 lane miles and would require a funding adjustment of 7.9% above last year's budgeted levels to meet annual needs.

First-year operational budget will need to be just slightly over \$2.4 million to perform standard 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 potential new areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

*\*Please note - this report does not factor the annexation package added in the spring of this year, nor does it include part one review numbers*

Estimated year-one operational budget increase: \$175,000 (does not include personnel or equipment)



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**Street Department**

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**V. HIGHWAY ALLOCATION**

*Projected revenue increase*

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate.

Fiscal 2018-19 budget – \$4,791,018 for 2018 lane mile levels. This budget forecast factors to \$8,427.92 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Part 2 annexation package - 45.12 lane miles

12-month anticipated increase to Highway Allocation revenue levels - \$380,267.75.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





## Chris Shewchuk

---

**From:** Susan Kluthe  
**Sent:** Thursday, August 15, 2019 11:33 AM  
**To:** Chris Shewchuk  
**Subject:** RE: REMINDER FW: Another annexation review

There will not be a significant impact on additional costs for the Clerk's Office. We will not need additional personnel or equipment. As far as revenue, there will be a slight increase due to additional liquor licenses, tobacco licenses and for businesses, who require a Pet Shop or Grooming Permit. With most of these SIDs being mainly residential, I feel the impact will be minimal at this point.

Thanks!  
Susan Kluthe  
City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
402.293.3007  
susan.kluthe@bellevue.net

-----Original Message-----

**From:** Chris Shewchuk <Chris.Shewchuk@bellevue.net>  
**Sent:** Thursday, August 15, 2019 8:38 AM  
**To:** Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>

## Chris Shewchuk

---

**From:** Jim Shada  
**Sent:** Friday, August 16, 2019 8:56 AM  
**To:** Chris Shewchuk; Mark Blackburn; Karen Chandler  
**Subject:** Re: REMINDER FW: Another annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 1 additional full time staff and 2 - X - Mark Lazer riding lawn mowers(estimated cost is \$10,000 per lawn mower).

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

---

**From:** Chris Shewchuk  
**Sent:** Thursday, August 15, 2019 8:37:57 AM  
**To:** Epiphany Ramos; Jim Shada; Todd Jarosz; Julie Dinville; Susan Kluthe; Amanda Chandler; Perry Guido; Ashley Decker  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Cc:** Jeff Roberts <Jeff.Roberts@bellevue.net>; Richard Severson <richard.severson@bellevue.net>  
**Subject:** Another annexation review

All:

Continuing the City's annexation push, I have another group of Sanitary and Improvement Districts being proposed for annexation. These SIDs are:

#180 Lakewood Villages  
#208 Sunrise (Phases 3 and 4)  
#215 Pipers Glen  
#269 Orchard Valley  
#279 Spring Ridge  
#280 Kennedy Town Center  
#289 Colonial Pointe

Maps of each of these SIDs are attached.

ORDINANCE NO. 3973

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 74 and 75, Kennedy Town Center  
Lots 10 through 53 Kennedy Town Center Replat One  
Lot 1, Kennedy Town Center Replat Two  
Lots 5 and 6, Kennedy Town Center Replat Three  
Lots 1, 2, and Outlot A, Kennedy Town Center Replat Four  
Lots 1 through 7, Kennedy Town Center Replat Five  
Lots 1 and 2, Kennedy Town Center Replat Six

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on November 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: 09/03/2019  
Second Reading: 09/17/2019  
Third Reading: 10/01/2019

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

11i.  
10/1/19

<b>COUNCIL MEETING DATE:</b>	September 3, 2019	<b>AGENDA ITEM TYPE:</b>	
		SPECIAL PRESENTATION	<input type="checkbox"/>
<b>SUBMITTED BY:</b>		ORDINANCE	<input checked="" type="checkbox"/> <b>PUBLIC HEARING REQUIRED</b>
Tammi Palm, Land Use Planner		RESOLUTION	<input type="checkbox"/> <b>PUBLIC HEARING REQUIRED</b>
		CURRENT BUSINESS	<input type="checkbox"/> <b>PUBLIC HEARING REQUIRED</b>
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

**SUBJECT:**

Request to annex Sanitary and Improvement District #289, Colonial Pointe at Fairview.  
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 #289 at this time. This annexation is part of an annexation package consisting of nine SID's and miscellaneous lots.

**BACKGROUND**

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

**FISCAL IMPACT:** \$ 0.00      **BUDGETED FUNDS?** N/A      **GRANT/MATCHING FUNDS?** N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b> N/A		<b>COUNTER-PARTY:</b>		<b>INTERLOC</b> N/A	
<b>CONTRACT DESCRIPTION:</b>					
<b>CONTRACT EFFECTIVE DATE:</b>		<b>CONTRACT TERM:</b>		<b>CONTRACT END DATE:</b>	
<b>PROJECT NAME:</b>					
<b>START DATE:</b>		<b>END DATE:</b>		<b>PAYMENT DATE:</b>	
				<b>INSURANCE REQUIRED</b>	
<b>CIP PROJECT NAME:</b>		<b>CIP PROJECT NUMBER:</b>			
<b>MAPA NAME(S):</b>		<b>MAPA NUMBER(S):</b>			
<b>STREET DISTRICT NAME(S):</b>		<b>STREET DISTRICT NUMBER(S):</b>			
<b>ACCOUNTING DISTRIBUTION CODE:</b>		<b>ACCOUNT NUMBER:</b>			

**RECOMMENDATION:**

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

**ATTACHMENTS:**

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

4	
5	
6	

**SIGNATURES:**

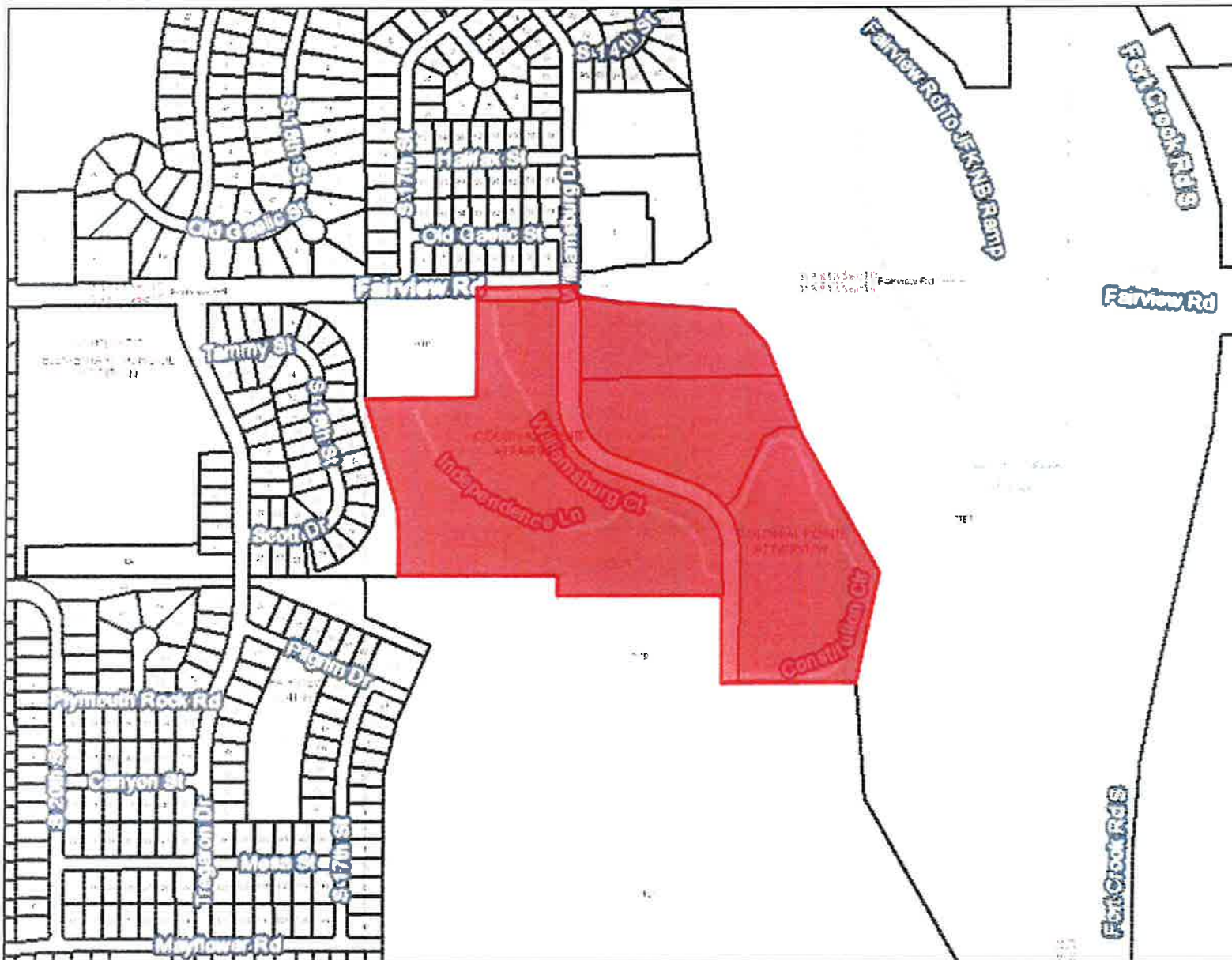
**LEGAL APPROVAL AS TO FORM:**

**FINANCE APPROVAL AS TO FORM:**

**ADMINISTRATOR APPROVAL TO SUBMIT:**

*A. B. Robinson*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

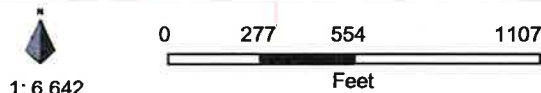
# SID #289 Colonial Pointe



Location

Legend

Road Centerlines



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

**Sarpy County GIS**  
 1210 Golden Gate Dr.  
 Suite 1130  
 Papillion, NE 68046  
[maps.sarpy.com](http://maps.sarpy.com)

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

REQUEST: to annex Sanitary and Improvement District #289, Colonial Pointe at Fairview

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero 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:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: August 22, 2019



## City of Bellevue

Office of the Planning Department

**To:** City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director   
**Date:** August 27, 2019  
**Subject:** City of Bellevue annexation proposal

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

SID #67	Normandy Hills	SID #180	Lakewood Villages
SID #208	Sunrise (Phases III and IV)	SID #215	Pipers Glen
SID #242	Cedar View	SID #269	Orchard Valley
SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

In addition to these SIDs, we are also proposing the annexation of an additional five parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Individual maps of the SIDs and the five additional lots are separate attachments to each agenda item.

### 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 nine SIDs proposed for annexation have an assessed valuation for 2019 of \$490,935,449 which will generate \$2,994,706 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$3,466,555 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$19,585,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$1,675,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual debt service payments. Annual tax revenue after debt service payments is expected to be \$1,319,706 prior to accounting for how the cash and investments are utilized. The five



unincorporated lots will add another \$968,817 of valuation and \$5,910 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 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 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.

Parks Department—35 acres of parks and open space, trails and tree maintenance, five playgrounds, one lake, three sports courts; need for one additional full-time staff and two X-Mark Lazer riding mowers (estimated cost is \$10,000 per lawn mower)

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; 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

Wastewater—awaiting report

City Clerk—not a significant impact for the Clerk's office, no additional personnel or equipment needs; slight increase in revenue from liquor licenses, tobacco licenses, and business permits

Library—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

Street Department—additional 45.12 lane miles to maintain; increase in State Highway Allocation funding of \$380,268; 3.5 additional FTE personnel (\$150,000); increase in operational expenses

(\$175,000); capital expenses—two snow route dump trucks and one circle-clearing route pick-up truck (\$438,000)

Fleet Maintenance—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

Police—analyzed calls for service for all 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 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle 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 #289 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. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

SID #	Change in levy	Change in property taxes per \$100,000 valuation
67	-0.275783	-\$275.78
180	-0.105709	-\$105.71
208	-0.103202	-\$103.20
215	-0.125783	-\$125.78
242	-0.125783	-\$125.78
269	-0.325783	-\$325.78
279	-0.325783	-\$325.78
280	-0.475783	-\$475.78
289	+0.049217	+49.22

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. One parcel is not taxed (BPS elementary school), but the other four parcels will see an increase of 0.424217 in the mil levy, or \$424.22 per \$100,000 of valuation.

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.

#### Post Office/Zip Code

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

#### Planning, Zoning, Building Permits

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

#### Wastewater

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

#### Pets

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

#### Other

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

**PLANNING DEPARTMENT RECOMMENDATION**

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

**PLANNING COMMISSION RECOMMENDATION**

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

<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
67	Normandy Hills	\$0	\$0	\$38,126,428	\$232,571	\$232,571	\$412,163
180	Lakewood Villages	\$11,005,000	\$855,000	\$223,817,280	\$1,365,285	\$510,285	\$1,620,272
208	Sunrise (Phase III and IV)	\$1,070,000	\$218,000	\$56,957,239	\$347,439	\$129,439	\$377,005
215	Piper's Glen	\$3,350,000	\$265,000	\$82,196,378	\$501,398	\$236,398	\$355,898
242	Cedar View	\$80,000	\$12,000	\$7,458,599	\$45,497	\$33,497	\$70,185
269	Orchard Valley	\$265,000	\$25,000	\$7,465,063	\$45,537	\$20,537	\$38,668
279	Spring Creek	\$780,000	\$80,000	\$23,568,037	\$143,765	\$63,765	\$193,987
280	Kennedy Town Center	\$2,055,000	\$130,000	\$27,870,951	\$170,013	\$40,013	\$255,359
289	Colonial Pointe	\$980,000	\$90,000	\$23,475,474	\$143,200	\$53,200	\$143,019
	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,994,706	\$1,319,706	\$3,466,555



## 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:** 8/15/2019

The major concerns with annexation in connection with the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Lakewood Villages #180, Sunrise (Phases 3 and 4) #208, Pipers Glen #215, Orchard Valley #269, Spring Ridge #279, Kennedy Town Center #280, and Colonial Pointe #289).

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named 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).

We currently spend about \$4.00 per cardholder for materials, so 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.

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. 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 and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Our building size continues to be a consideration for us in regards to lack of meeting room/programming space and diminished space to house a collection that is meeting the needs of a larger membership audience.



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Street Department

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

## MEMORANDUM

**To:** Chris Schewchuk                      Planning Director  
**Cc:** Jeff Roberts                          Public Works Director  
**From:** Bobby Riggs                      Street Superintendent  
**Subject:** 2019 Annexation Package Review – Pt 2  
**Date:** August 2, 2019

### **I. SID Areas**

#### *Lane Mile Additions*

- o **Package, Total Lane Miles = 45.12**
  - **#67 – Normandy Hills**
    - Lane Miles = 5.36
  - **#180 – Lakewood Village**
    - Lane Miles = 19.91
  - **#208 – Sunrise Ph III, IV**
    - Lane Miles = 4.33
  - **#215 – Pipers Glen**
    - Lane Miles = 7.96
  - **#242 – Cedar View**
    - Lane Miles = 0.58
  - **#269 – Orchard Valley**
    - Lane Miles = 0.63
  - **#279 – Spring Creek**
    - Lane Miles = 2.11
  - **#280 – Kennedy Towne Center**
    - Lane Miles = 3.03
  - **#289 – Colonial Pointe**
    - Lane Miles = 1.21

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005







## **II. MANPOWER NEEDS**

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

As of year-end, fiscal 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.

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1 employee per 12.74 lane miles, an average of 1970's (1: 5.9) and 2013 (1: 19.6) rates.

This package would warrant over 3.5 times the number needed to add a full-time position to the department in year one.

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 in the winter months, the department used thirty-four (34) pieces of equipment to clear roads in the winter last year. This averages 16.72 lane miles per unit. The proposed areas in this package would require adding three (3) pieces of equipment, two (2) snow route dump trucks and one (1) circle-clearing route pick-up truck.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$438,000.

*\*Please 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 Street Dept. fiscal 2018-19 budget for the funded expenses to maintain the street system of 568.47 lane miles at \$2,189,954 in total. This rate of funding breaks down to \$3,852.37 per lane mile. This package totals 45.12 lane miles and would require a funding adjustment of 7.9% above last year's budgeted levels to meet annual needs.

First-year operational budget will need to be just slightly over \$2.4 million to perform standard 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 potential new areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

*\*Please note - this report does not factor the annexation package added in the spring of this year, nor does it include part one review numbers*

Estimated year-one operational budget increase: \$175,000 *(does not include personnel or equipment)*

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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**V. HIGHWAY ALLOCATION**

*Projected revenue increase*

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate.

Fiscal 2018-19 budget – \$4,791,018 for 2018 lane mile levels. This budget forecast factors to \$8,427.92 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Part 2 annexation package - 45.12 lane miles

12-month anticipated increase to Highway Allocation revenue levels - \$380,267.75.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



## Chris Shewchuk

---

**From:** Susan Kluthe  
**Sent:** Thursday, August 15, 2019 11:33 AM  
**To:** Chris Shewchuk  
**Subject:** RE: REMINDER FW: Another annexation review

There will not be a significant impact on additional costs for the Clerk's Office. We will not need additional personnel or equipment. As far as revenue, there will be a slight increase due to additional liquor licenses, tobacco licenses and for businesses, who require a Pet Shop or Grooming Permit. With most of these SIDs being mainly residential, I feel the impact will be minimal at this point.

Thanks!  
Susan Kluthe  
City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
402.293.3007  
susan.kluthe@bellevue.net

-----Original Message-----

**From:** Chris Shewchuk <Chris.Shewchuk@bellevue.net>  
**Sent:** Thursday, August 15, 2019 8:38 AM  
**To:** Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>

## Chris Shewchuk

---

**From:** Jim Shada  
**Sent:** Friday, August 16, 2019 8:56 AM  
**To:** Chris Shewchuk; Mark Blackburn; Karen Chandler  
**Subject:** Re: REMINDER FW: Another annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 1 additional full time staff and 2 - X - Mark Lazer riding lawn mowers(estimated cost is \$10,000 per lawn mower).

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

---

**From:** Chris Shewchuk  
**Sent:** Thursday, August 15, 2019 8:37:57 AM  
**To:** Epiphany Ramos; Jim Shada; Todd Jarosz; Julie Dinville; Susan Kluthe; Amanda Chandler; Perry Guido; Ashley Decker  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Cc:** Jeff Roberts <Jeff.Roberts@bellevue.net>; Richard Severson <richard.severson@bellevue.net>  
**Subject:** Another annexation review

All:

Continuing the City's annexation push, I have another group of Sanitary and Improvement Districts being proposed for annexation. These SIDs are:

- #180 Lakewood Villages
- #208 Sunrise (Phases 3 and 4)
- #215 Pipers Glen
- #269 Orchard Valley
- #279 Spring Ridge
- #280 Kennedy Town Center
- #289 Colonial Pointe

Maps of each of these SIDs are attached.

ORDINANCE NO. 3974

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 2 and 3, Colonial Pointe at Fairview  
Lots 1 and 2, Colonial Pointe at Fairview Replat One

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on November 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: 09/03/2019  
Second Reading: 09/17/2019  
Third Reading: 10/01/2019

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

11j.  
10/1/19

<b>COUNCIL MEETING DATE:</b>	September 3, 2019	<b>AGENDA ITEM TYPE:</b>
		SPECIAL PRESENTATION <input type="checkbox"/>
<b>SUBMITTED BY:</b>  Tammi Palm, Land Use Planner	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	RESOLUTION <input type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	CURRENT BUSINESS <input type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	CONSENT <input type="checkbox"/>	
	OTHER (SEE CLERK) <input type="checkbox"/>	

**SUBJECT:**

Request to annex Lot 156, Pipers Glen, Lot 352, Oakhurst, Lot 36A2A, Pleasant Hill or Martin's Subdivision, Tax Lot B1B, located in the Northeast ¼ of Section 6 and Tax Lot 1B, located in the Northeast ¼ Section 15, and all in T13N, R13E of the 6th P.M., Sarpy County, Nebraska. 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 these lots at this time. This annexation is part of an annexation package consisting of nine SID's and miscellaneous lots.

**BACKGROUND**

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

**FISCAL IMPACT:** \$ 0.00      **BUDGETED FUNDS?** N/A      **GRANT/MATCHING FUNDS?** N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b> N/A		<b>COUNTER-PARTY:</b>		<b>INTERLOC</b> N/A	
<b>CONTRACT DESCRIPTION:</b>					
<b>CONTRACT EFFECTIVE DATE:</b>		<b>CONTRACT TERM:</b>		<b>CONTRACT END DATE:</b>	
<b>PROJECT NAME:</b>					
<b>START DATE:</b>		<b>END DATE:</b>		<b>PAYMENT DATE:</b>	
				<b>INSURANCE REQUIRED</b>	
<b>CIP PROJECT NAME:</b>			<b>CIP PROJECT NUMBER:</b>		
<b>MAPA NAME(S):</b>			<b>MAPA NUMBER(S):</b>		
<b>STREET DISTRICT NAME(S):</b>			<b>STREET DISTRICT NUMBER(S):</b>		
<b>ACCOUNTING DISTRIBUTION CODE:</b>			<b>ACCOUNT NUMBER:</b>		

**RECOMMENDATION:**

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

**ATTACHMENTS:**

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

4	
5	
6	

**SIGNATURES:**

**LEGAL APPROVAL AS TO FORM:**

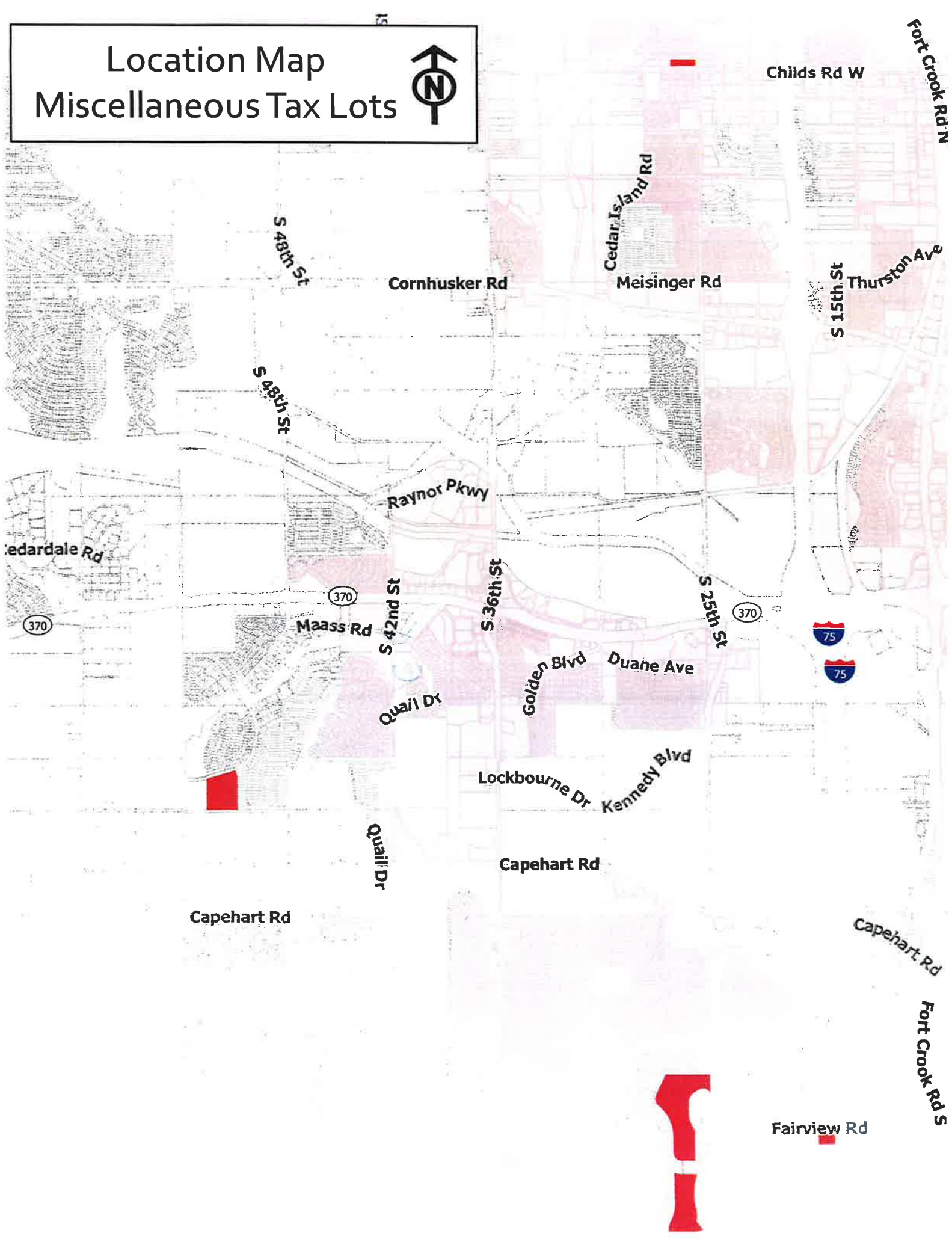
**FINANCE APPROVAL AS TO FORM:**

**ADMINISTRATOR APPROVAL TO SUBMIT:**




# Location Map Miscellaneous Tax Lots



Fort Crook Rd N

Childs Rd W

Cedar Island Rd

Meisinger Rd

S 15th St

Thurston Ave

Cornhusker Rd

S 48th St

S 48th St

Raynor Pkwy

Edardale Rd

370

Maass Rd

S 42nd St

S 36th St

S 25th St

370

75  
75

Golden Blvd

Duane Ave

Quail Dr

Lockbourne Dr

Kennedy Blvd

Capehart Rd

Capehart Rd

Capehart Rd

Fort Crook Rd S

Fairview Rd



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

REQUEST: to annex Lot 156, Pipers Glen, Lot 352, Oakhurst, Lot 36A2A, Pleasant Hill or Martin's Subdivision, Tax Lot B1B, located in the Northeast ¼ of Section 6 and Tax Lot 1B, located in the Northeast ¼ Section 15, and all in T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska. Applicant: City of Bellevue.

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero 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:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: August 22, 2019



## City of Bellevue

Office of the Planning Department

**To:** City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *msc*  
**Date:** August 27, 2019  
**Subject:** City of Bellevue annexation proposal

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

SID #67	Normandy Hills	SID #180	Lakewood Villages
SID #208	Sunrise (Phases III and IV)	SID #215	Pipers Glen
SID #242	Cedar View	SID #269	Orchard Valley
SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

In addition to these SIDs, we are also proposing the annexation of an additional five parcels that are currently adjacent to the City, or will be upon approval of the SID annexations. Individual maps of the SIDs and the five additional lots are separate attachments to each agenda item.

### 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 nine SIDs proposed for annexation have an assessed valuation for 2019 of \$490,935,449 which will generate \$2,994,706 of property tax revenue for the City, based upon the current levy amount. The SIDs also currently have \$3,466,555 in cash and investments on deposit with the County Treasurer. On the liability side, the SIDs have \$19,585,000 in outstanding bonded indebtedness. Annual debt payments for the bonded indebtedness are \$1,675,000 although it is expected the City will refinance some of the debt to more favorable interest rates and lower annual debt service payments. Annual tax revenue after debt service payments is expected to be \$1,319,706 prior to accounting for how the cash and investments are utilized. The five

unincorporated lots will add another \$968,817 of valuation and \$5,910 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 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 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.

Parks Department—35 acres of parks and open space, trails and tree maintenance, five playgrounds, one lake, three sports courts; need for one additional full-time staff and two X-Mark Lazer riding mowers (estimated cost is \$10,000 per lawn mower)

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; 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

Wastewater—awaiting report

City Clerk—not a significant impact for the Clerk's office, no additional personnel or equipment needs; slight increase in revenue from liquor licenses, tobacco licenses, and business permits

Library—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

Street Department—additional 45.12 lane miles to maintain; increase in State Highway Allocation funding of \$380,268; 3.5 additional FTE personnel (\$150,000); increase in operational expenses

(\$175,000); capital expenses—two snow route dump trucks and one circle-clearing route pick-up truck (\$438,000)

Fleet Maintenance—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

Police—analyzed calls for service for all 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 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle 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 #289 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. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>SID #</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
67	-0.275783	-\$275.78
180	-0.105709	-\$105.71
208	-0.103202	-\$103.20
215	-0.125783	-\$125.78
242	-0.125783	-\$125.78
269	-0.325783	-\$325.78
279	-0.325783	-\$325.78
280	-0.475783	-\$475.78
289	+0.049217	+49.22

The unincorporated lots will have a more significant increase in their property tax rates since they are not currently paying a SID tax. One parcel is not taxed (BPS elementary school), but the other four parcels will see an increase of 0.424217 in the mil levy, or \$424.22 per \$100,000 of valuation.

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.

#### Post Office/Zip Code

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

#### Planning, Zoning, Building Permits

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

#### Wastewater

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

#### Pets

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

#### Other

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

**PLANNING DEPARTMENT RECOMMENDATION**

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

**PLANNING COMMISSION RECOMMENDATION**

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

<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
67	Normandy Hills	\$0	\$0	\$38,126,428	\$232,571	\$232,571	\$412,163
180	Lakewood Villages	\$11,005,000	\$855,000	\$223,817,280	\$1,365,285	\$510,285	\$1,620,272
208	Sunrise (Phase III and IV)	\$1,070,000	\$218,000	\$56,957,239	\$347,439	\$129,439	\$377,005
215	Piper's Glen	\$3,350,000	\$265,000	\$82,196,378	\$501,398	\$236,398	\$355,898
242	Cedar View	\$80,000	\$12,000	\$7,458,599	\$45,497	\$33,497	\$70,185
269	Orchard Valley	\$265,000	\$25,000	\$7,465,063	\$45,537	\$20,537	\$38,668
279	Spring Creek	\$780,000	\$80,000	\$23,568,037	\$143,765	\$63,765	\$193,987
280	Kennedy Town Center	\$2,055,000	\$130,000	\$27,870,951	\$170,013	\$40,013	\$255,359
289	Colonial Pointe	\$980,000	\$90,000	\$23,475,474	\$143,200	\$53,200	\$143,019
	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,994,706	\$1,319,706	\$3,466,555





## 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:** 8/15/2019

The major concerns with annexation in connection with the library relate to membership, program attendance, and materials use. We currently have persons with membership in each of the SIDs under consideration (Lakewood Villages #180, Sunrise (Phases 3 and 4) #208, Pipers Glen #215, Orchard Valley #269, Spring Ridge #279, Kennedy Town Center #280, and Colonial Pointe #289).

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named 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).

We currently spend about \$4.00 per cardholder for materials, so 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.

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. 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 and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

Our building size continues to be a consideration for us in regards to lack of meeting room/programming space and diminished space to house a collection that is meeting the needs of a larger membership audience.



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

## MEMORANDUM

**To:** Chris Schewchuk                      Planning Director  
**Cc:** Jeff Roberts                         Public Works Director  
**From:** Bobby Riggs                      Street Superintendent  
**Subject:** 2019 Annexation Package Review – Pt 2  
**Date:** August 2, 2019

### **I. SID Areas**

#### *Lane Mile Additions*

- **Package, Total Lane Miles = 45.12**
  - **#67 – Normandy Hills**
    - Lane Miles = 5.36
  - **#180 – Lakewood Village**
    - Lane Miles = 19.91
  - **#208 – Sunrise Ph III, IV**
    - Lane Miles = 4.33
  - **#215 – Pipers Glen**
    - Lane Miles = 7.96
  - **#242 – Cedar View**
    - Lane Miles = 0.58
  - **#269 – Orchard Valley**
    - Lane Miles = 0.63
  - **#279 – Spring Creek**
    - Lane Miles = 2.11
  - **#280 – Kennedy Towne Center**
    - Lane Miles = 3.03
  - **#289 – Colonial Pointe**
    - Lane Miles = 1.21

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





## **II. MANPOWER NEEDS**

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

As of year-end, fiscal 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.

As mentioned in previous reviews, I would offer that the department should look to seek a staffing ratio of 1 employee per 12.74 lane miles, an average of 1970's (1: 5.9) and 2013 (1: 19.6) rates.

This package would warrant over 3.5 times the number needed to add a full-time position to the department in year one.

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 in the winter months, the department used thirty-four (34) pieces of equipment to clear roads in the winter last year. This averages 16.72 lane miles per unit. The proposed areas in this package would require adding three (3) pieces of equipment, two (2) snow route dump trucks and one (1) circle-clearing route pick-up truck.

Estimated first-year equipment cost to cover areas, above potential approved budget: \$438,000.

*\*Please 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 Street Dept. fiscal 2018-19 budget for the funded expenses to maintain the street system of 568.47 lane miles at \$2,189,954 in total. This rate of funding breaks down to \$3,852.37 per lane mile. This package totals 45.12 lane miles and would require a funding adjustment of 7.9% above last year's budgeted levels to meet annual needs.

First-year operational budget will need to be just slightly over \$2.4 million to perform standard 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 potential new areas. If approved, personnel cost increases would first need to be revised and adjusted into the normal baseline.

*\*Please note - this report does not factor the annexation package added in the spring of this year, nor does it include part one review numbers*

Estimated year-one operational budget increase: \$175,000 *(does not include personnel or equipment)*



**Error! Main Document Only. City of Bellevue  
Street Department**

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

**V. HIGHWAY ALLOCATION**

*Projected revenue increase*

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate.

Fiscal 2018-19 budget – \$4,791,018 for 2018 lane mile levels. This budget forecast factors to \$8,427.92 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Part 2 annexation package - 45.12 lane miles

12-month anticipated increase to Highway Allocation revenue levels - \$380,267.75.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



## Chris Shewchuk

---

**From:** Susan Kluthe  
**Sent:** Thursday, August 15, 2019 11:33 AM  
**To:** Chris Shewchuk  
**Subject:** RE: REMINDER FW: Another annexation review

There will not be a significant impact on additional costs for the Clerk's Office. We will not need additional personnel or equipment. As far as revenue, there will be a slight increase due to additional liquor licenses, tobacco licenses and for businesses, who require a Pet Shop or Grooming Permit. With most of these SIDs being mainly residential, I feel the impact will be minimal at this point.

Thanks!  
Susan Kluthe  
City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
402.293.3007  
susan.kluthe@bellevue.net

-----Original Message-----

**From:** Chris Shewchuk <Chris.Shewchuk@bellevue.net>  
**Sent:** Thursday, August 15, 2019 8:38 AM  
**To:** Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>

## Chris Shewchuk

---

**From:** Jim Shada  
**Sent:** Friday, August 16, 2019 8:56 AM  
**To:** Chris Shewchuk; Mark Blackburn; Karen Chandler  
**Subject:** Re: REMINDER FW: Another annexation review

Chris,

In reviewing the proposed annexation package the Parks Department would need 1 additional full time staff and 2 - X - Mark Lazer riding lawn mowers(estimated cost is \$10,000 per lawn mower).

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

---

**From:** Chris Shewchuk  
**Sent:** Thursday, August 15, 2019 8:37:57 AM  
**To:** Epiphany Ramos; Jim Shada; Todd Jarosz; Julie Dinville; Susan Kluthe; Amanda Chandler; Perry Guido; Ashley Decker  
**Subject:** REMINDER FW: Another annexation review

Just a reminder that I need comments regarding the second group of SIDs proposed for annexation. If I have missed something you already sent, please send it to me again or let me know when you sent it so I can check my e-mails.

Thanks.

Chris

-----Original Message-----

**From:** Chris Shewchuk  
**Sent:** Tuesday, July 30, 2019 3:51 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Epiphany Ramos <epiphany.ramos@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Todd Jarosz <Todd.Jarosz@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Amanda Chandler <amanda.parker@bellevue.net>; Perry Guido <Perry.Guido@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>  
**Cc:** Jeff Roberts <Jeff.Roberts@bellevue.net>; Richard Severson <richard.severson@bellevue.net>  
**Subject:** Another annexation review

All:

Continuing the City's annexation push, I have another group of Sanitary and Improvement Districts being proposed for annexation. These SIDs are:

- #180 Lakewood Villages
- #208 Sunrise (Phases 3 and 4)
- #215 Pipers Glen
- #269 Orchard Valley
- #279 Spring Ridge
- #280 Kennedy Town Center
- #289 Colonial Pointe

Maps of each of these SIDs are attached.

ORDINANCE NO. 3975

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 TO WIT:

Lot 156, Pipers Glen;

Lot 352, Oakhurst;

Lot 36A2A, Pleasant Hill or Martin's Subdivision;

Tax Lot B1B, Section 6, T13N, R13E;

Tax Lot 1B, Section 15, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

Section 2. This ordinance shall become effective on November 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: 09/03/2019  
Second Reading: 09/17/2019  
Third Reading: 10/01/2019



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	10/1/19	AGENDA ITEM TYPE:
SUBMITTED BY:  Susan Kluthe, City Clerk		SPECIAL PRESENTATION
		LIQUOR LICENSE
		ORDINANCE
		PUBLIC HEARING
		RESOLUTION
		CURRENT BUSINESS
		OTHER (SEE CLERK)

SUBJECT:

Request for approval of activities associated with the Olde Towne Trick or Treat Event

SYNOPSIS:

A Bridal Boutique & Tux/Margie Guy is applying for an Event License for the Olde Towne Trick or Treat Event to be held October 27, 2019, with set-up from 3-4, the event from 4-6:30, and tear-down/clean-up from 6:30-7:00.

FISCAL IMPACT:

Employee time and equipment for closing streets and providing security.  
\*\* Requesting the \$50 Event License Fee be waived \*\*

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Request for approval of activities associated with the Olde Towne Trick or Treat Event and waiving of the Event License Fee

BACKGROUND:

--

ATTACHMENTS:




1	Application	4	
2	Comments from PD, Streets & Parks	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



## CITY OF BELLEVUE

## APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Date: 9/9/19

APPLICANT NAME: MARGIE GUY ADDRESS: 1605 Englewood Dr 68005

PHONE #: 402 301 5239 cell EMAIL ADDRESS: margieguy50@gmail.com

CORPORATION (Name/Address): ABB Inc Abridal Boutique & Tex  
2243 Franklin St

CORPORATION OFFICERS: \_\_\_\_\_

PROPOSED ACTIVITY: Bellevue Trick or Treat Event

DAY/DATE OF PROPOSED ACTIVITY: 10/27/19

LOCATION OF PROPOSED ACTIVITY: Olde Towne Bellevue

HOURS OF OPERATION: 3-7 actual event 4:00 - 6<sup>30</sup>

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

1. Sanitary Facilities: \_\_\_\_\_
2. Running Water: \_\_\_\_\_
3. Power: \_\_\_\_\_
4. Parking: Outlying Streets
5. Insurance: \_\_\_\_\_

**(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)**

**Please address any specific requests of the Police/Parks/Streets Departments on the 2<sup>nd</sup> page.**

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event.

Signature of Applicant: [Signature]

### FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on \_\_\_\_\_.

City Council hearing date: \_\_\_\_\_

License Fee of \$50 paid on: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Would like to have fee waived if 4th year!

**RECEIVED**

**SEP 09 2019**

**CITY CLERK**

NON  
Prof. F  
Event

Police Department Requests:

Patrol + Security for Event as Needed  
for 10,000 people

Parks Department Requests:

Trash Cans

Bleachers if Available

Street Department Requests:

Trucks to Block off Main Roads

© Hancock + Mission

Washington + Mission

23<sup>rd</sup> + Franklin

Jefferson + 23<sup>rd</sup>

Franklin + 20<sup>th</sup> Approx



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

City of Bellevue  
City Clerk  
1500 Wall Street  
Bellevue, NE 68005  
(402) 293-3007

- ☐ Police Department  
☐ Captain Stukenholtz  
☐ Sgt. Larry Lampman

- ☐ Parks Department  
☐ Jim Shada  
☐ Mark Blackburn

- ☒ Streets Department  
☒ Bobby

- ☐ Public Works Department  
☐ Jeff Roberts

FROM: Susan Kluthe

DATE: September 17, 2019

SUBJECT: Request for an Event License Application from Margie Guy/A Bridal Boutique & Tux, for the Bellevue Trick or Treat Event, on Sunday, October 27, 2019, from 3:00 p.m. to 7:00 p.m.

Please make comments on the above request and return to Susan Kluthe, by, **September 23, 2019**. I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly.

☒ Comments

☐ No Comments

NO ISSUES WITH THE PROPOSAL. STREETS WILL ASSIST WITH REQUESTS FOR BARRICADES AND TRUCKS AS DEEMED NECESSARY BY POLICE DEPARTMENT. TRUCK REQUESTS WILL NEED TO BE EVALUATED THE WEEK OF THE EVENT WITH ANY POTENTIAL WEATHER FORECASTS. IN THE EVENT THAT TRUCKS MAY BE NEEDED FOR STREET OPERATIONS, TYPE 3 BARRICADES WILL NEED TO BE USED IN THEIR PLACE.

Signature or Fill in Your Name

*[Handwritten Signature]*  
Bobby R. Lampman

9/17/19

Date



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

**City of Bellevue  
City Clerk  
1500 Wall Street  
Bellevue, NE 68005  
(402) 293-3007**

☒ Police Department  
    ☒ Captain Stukenholtz  
    ☒ Sgt. Larry Lampman

☐ Parks Department  
    ☐ Jim Shada  
    ☐ Mark Blackburn

☐ Streets Department  
    ☐ Bobby

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☒ Comments

☐ No Comments

This event would require 7 Police Officers, 3 Code Enforcement staff and 4-7 Volunteers. We have supported this event the last two years without incident.

**Capt. DG Stukenholtz**

Signature or Fill in Your Name

**9-17-19**

Date



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

**City of Bellevue  
City Clerk  
1500 Wall Street  
Bellevue, NE 68005  
(402) 293-3007**

☐ Police Department  
    ☐ Captain Stukenholtz  
    ☐ Sgt. Larry Lampman

☒ Parks Department  
    ☒ Jim Shada  
    ☐ Mark Blackburn

☐ Streets Department  
    ☐ Bobby

☐ Public Works Department  
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FROM: Susan Kluthe

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☐ Comments

☒ No Comments

**Left message with Shirley to fill out form with no comment!**

Signature or Fill in Your Name

**September 23, 2019**

Date

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

15a.  
10/1/19

<b>COUNCIL MEETING DATE:</b>	October 1, 2019	<b>AGENDA ITEM TYPE:</b>
		SPECIAL PRESENTATION <input type="checkbox"/>
<b>SUBMITTED BY:</b>  City Administrator	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	RESOLUTION <input checked="" type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	CURRENT BUSINESS <input type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	CONSENT <input type="checkbox"/>	
	OTHER (SEE CLERK) <input type="checkbox"/>	

**SUBJECT:**

Qualifications standards of sales outlets for lottery operators.

**SYNOPSIS:**

Request a resolution providing for Qualification standards of sales outlets by Neb. Rev. Stat. section 9-642.01 for lottery operators.

**BACKGROUND**

Updated Qualifications standards of sales outlets by Neb. Rev. Stat. Section 9-642.01 for lottery operators.

<b>FISCAL IMPACT:</b> \$ 0.00	<b>BUDGETED FUNDS?</b> N/A	<b>GRANT/MATCHING FUNDS?</b> N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b> N/A	<b>COUNTER-PARTY:</b>	<b>INTERLOC</b> N/A
<b>CONTRACT DESCRIPTION:</b>		
<b>CONTRACT EFFECTIVE DATE:</b>	<b>CONTRACT TERM:</b>	<b>CONTRACT END DATE:</b>
<b>PROJECT NAME:</b>		
<b>START DATE:</b>	<b>END DATE:</b>	<b>PAYMENT DATE:</b>
		<b>INSURANCE REQUIRED</b> <input type="checkbox"/>
<b>CIP PROJECT NAME:</b>		<b>CIP PROJECT NUMBER:</b>
<b>MAPA NAME(S):</b>		<b>MAPA NUMBER(S):</b>
<b>STREET DISTRICT NAME(S):</b>		<b>STREET DISTRICT NUMBER(S):</b>
<b>ACCOUNTING DISTRIBUTION CODE:</b>	<b>ACCOUNT NUMBER:</b>	

**RECOMMENDATION:**

Approve Resolution No. \_\_\_\_ approving the qualification standards of sale outlets by Neb. Rev. Stat. 9-642.01 for lottery operators.

**ATTACHMENTS:**

1 Resolution No. 2 3	4 5 6
----------------------------	-------------

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:





**RESOLUTION #2019-34**

**A Resolution to the City of Bellevue of the County of Sarpy, Nebraska  
Approving the Qualification Standards of Sales Outlets by  
Nebraska Statutes Section 9-642.01**

- (A) The lottery operator (Advanced Gaming Technologies Inc.) with whom the City of Bellevue contracts to conduct its lottery shall not operate the lottery at a sales outlet location other than the location of the lottery operator (Advanced Gaming Technologies Inc.) without prior approval of the sales outlet location by the City of Bellevue. The City Council of Bellevue shall approve or disapprove each sales outlet location and individual, sole proprietorship, partnership, limited liability company, or corporation which desires to conduct the lottery at its sales outlet location solely on the basis of the qualification standards prescribed in division (B) of this section.
- (B) Any individual, sole proprietorship, partnership, limited liability company, or corporation which seeks to have its location approved as an authorized sales outlet location shall:
1. Not have been convicted of, forfeited bond upon a charge of, or pleaded guilty to forgery, larceny, extortion, conspiracy to defraud, willful failure to make required payments or reports to a governmental agency at any level, filing false reports with any such agency, or any similar offense or offenses or any crime, whether felony or misdemeanor, involving gambling activity or moral turpitude;
  2. Not have had a gaming license revoked or canceled under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and County Lottery Act; and
  3. Be fit, willing, and able to provide properly the service proposed in conformance with all provisions and requirements of the Nebraska City and County Lottery Act and the rules and regulations adopted and promulgated pursuant to the act.
- (C) If the person seeking to have its location approved as an authorized sales outlet location is a partnership, limited liability company, or corporation, the qualification standards shall apply to every partner of such a partnership, every member of such limited liability company, or corporation, and stockholder owning more than 10% of the stock of such corporation.
- (D) The municipality shall notify the Department of Revenue of all approved lottery locations within 30 days of approval.

*Requirements for sales outlet locations, Neb. Rev. Stat. 9-642.01*

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
MAYOR OF BELLEVUE

ATTEST: \_\_\_\_\_

CITY CLERK

(SEAL)

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

<b>COUNCIL MEETING DATE:</b>	October 1, 2019	<b>AGENDA ITEM TYPE:</b>	
<b>SUBMITTED BY:</b>  City Administrator		SPECIAL PRESENTATION	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/> PUBLIC HEARING REQUIRED
		RESOLUTION	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED
		CURRENT BUSINESS	<input type="checkbox"/> PUBLIC HEARING REQUIRED
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

**SUBJECT:**

Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes

**SYNOPSIS:**

--

**BACKGROUND**

The City of Bellevue is part of a Formation Interlocal and the parties to the agreement wish to enter into an Interlocal agreement for the contribution and allocation of OPPD Payments in lieu of taxes as further outlined in the Interlocal and Resolution.

<b>FISCAL IMPACT:</b>	\$0	<b>BUDGETED FUNDS?</b>	N/A	<b>GRANT/MATCHING FUNDS?</b>	N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

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

**RECOMMENDATION:**

Approve and authorize Chairman to sign Resolution No. 2019-35 approving and authorizing the execution of the Interlocal Agreement for the Contribution and Allocation of OPPD Payments in Lieu of Taxes

**ATTACHMENTS:**

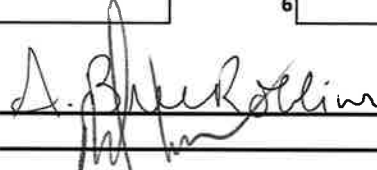
1	Resolution 2019-35	4	
2	Interlocal Agreement - OPPD	5	
3		6	

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

  
\_\_\_\_\_

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE  
INTERLOCAL AGREEMENT FOR THE CONTRIBUTION AND ALLOCATION OF OMAHA  
PUBLIC POWER DISTRICT PAYMENTS IN LIEU OF TAXES**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the “Formation Interlocal”) and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal). The Formation Interlocal is incorporated herein by this reference;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, the City of Bellevue is a Member of the Agency;

WHEREAS, pursuant to Neb. Rev. Stat. 70-651.03, on or before April 1 of each year, the Omaha Public Power District (“OPPD”) is required to pay to the County treasurer a sum equal to five percent (5%) of the gross revenues derived by OPPD during the preceding calendar year from retail sales of electricity within the incorporated cities and villages located within the County (the “Annual OPPD Payment”);

WHEREAS, pursuant to Neb. Rev. Stat. 70-651.04, each Annual OPPD Payment is subsequently divided and distributed by the County treasurer to the Cities, the County, school districts, and any learning community located in the Cities in the proportion that their respective property tax levies in the preceding year bore to the total of such levies (“Annual OPPD Distribution”);

WHEREAS, the Agency’s operating budget can, in part, be funded by the agreement of each Member having jurisdiction over certain areas in Sarpy County to pledge and contribute to the Agency a portion of the Annual OPPD Distribution otherwise paid and made available to them pursuant to Neb. Rev. Stat. 70-651.04; and

WHEREAS, pursuant to Agency Resolution 2019-014, a copy of which is attached hereto as **Exhibit 1** and incorporated herein by reference (the “OPPD PILOT Resolution”), the Agency approved and authorized the Agency Board Chair to execute the Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes (“OPPD Interlocal”), a copy of which is attached to the OPPD PILOT Resolution as Exhibit A, and incorporated herein by this reference;

WHEREAS, the Bellevue City Council discussed the proposed OPPD Interlocal for Bellevue’s payment to the Agency of a portion of the its Annual OPPD Distributions for retail electricity services attributable to customers located within the PILOT Allocation Area (as defined in the OPPD Interlocal) that is in the City of Bellevue’s jurisdiction for the 2019 calendar year and for years thereafter; and

WHEREAS, after discussion the Bellevue City Council has deemed it appropriate, necessary, convenient and advisable to approve the OPPD Interlocal and to authorize its execution by the Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE Bellevue City Council that the attached OPPD Interlocal is hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE Bellevue City Council THAT the Mayor is hereby authorized to execute on behalf of the City of Bellevue the OPPD Interlocal; and further that the Recitals above are incorporated into the Resolutions by reference.

The above Resolutions were approved by a vote of the Bellevue City Council at a public meeting duly held in accordance with applicable law on the \_\_\_\_ day of October, 2019.

---

Mayor, Rusty Hike

**Exhibit 1**

Agency OPPD PILOT Resolution [2019-014]

**BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY****REVISED RESOLUTION APPROVING AND AUTHORIZING THE CHAIR OF THE  
AGENCY BOARD TO EXECUTE THE INTERLOCAL AGREEMENT FOR THE  
CONTRIBUTION AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT  
PAYMENTS IN LIEU OF TAXES**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the “Formation Interlocal”) and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal). The Formation Interlocal is incorporated herein by this reference;

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Neb. Rev. Stat. 70-651.03, on or before April 1 of each year, the Omaha Public Power District (“OPPD”) is required to pay to the County treasurer a sum equal to five percent (5%) of the gross revenues derived by OPPD during the preceding calendar year from retail sales of electricity within the incorporated cities and villages located within the County (the “Annual OPPD Payment”);

WHEREAS, pursuant to Neb. Rev. Stat. 70-651.04, each Annual OPPD Payment is subsequently divided and distributed by the County treasurer to the Cities, the County, school districts, and any learning community located in the Cities in the proportion that their respective property tax levies in the preceding year bore to the total of such levies (“Annual OPPD Distribution”);

WHEREAS, the Agency’s Board has discussed and determined that Agency’s operating budget can, in part, be funded by the agreement of each Member having jurisdiction over certain areas in Sarpy County to pledge and contribute to the Agency a portion of the Annual OPPD Distribution otherwise paid and made available to them pursuant to Neb. Rev. Stat. 70-651.04; and

WHEREAS, the Agency Board has discussed the proposed Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes with respect to Members having jurisdiction over certain areas in Sarpy County for the payment to the Agency of a portion of the Members’ respective Annual OPPD Distributions for retail electricity services attributable to customers located within such Members’ respective jurisdictions over certain areas in Sarpy County for the 2019 calendar year and for years thereafter (the “OPPD Interlocal”);

WHEREAS, the Agency Board’s discussed revising the version of the OPPD Interlocal that was posted with the meeting agenda to include a new Section 2(f) to the OPPD Interlocal which states as follows:

“f) In the event the Agency dissolves in accordance with the Formation Interlocal or pursuant to applicable Nebraska law, all Member PILOT Contributions, Adjusted Member PILOT Contributions and other sums actually contributed or otherwise paid to and held by the Agency pursuant to this Agreement as of the effective date of such dissolution may be paid back to each Member in proportion that its individual contributions bears to the Members’ aggregate contributions pursuant to this Agreement; provided, however, that no sums may be paid back to the Members under this section until such time as all other outstanding Agency debts, liabilities and obligations are paid, retired and otherwise satisfied.”

WHEREAS, after discussion the Agency Board has deemed it appropriate, necessary, convenient and advisable to approve the OPPD Interlocal as revised to include the new Section 2(f) described above, in the form attached hereto as Exhibit A and incorporated herein by reference (the “Revised OPPD Interlocal”), and authorize its execution.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the attached Revised OPPD Interlocal is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Member; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Chair of the Agency Board is hereby authorized to execute on behalf of the Agency Board the Revised OPPD Interlocal; and further that the Recitals above are incorporated into the Resolutions by reference.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 25th day of September, 2019.

ATTEST:

*Lisa A. Haine*

Sarpy County and Cities Wastewater  
Agency Secretary

*David R. Kelly*

Sarpy County and Cities Wastewater  
Agency Board Chairman





2019-014

**EXHIBIT A**

**OPPD Interlocal**

[Attached]

## **INTERLOCAL AGREEMENT FOR THE CONTRIBUTION AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT PAYMENTS IN LIEU OF TAXES**

THIS INTERLOCAL AGREEMENT FOR THE CONTRIBUTION AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT PAYMENTS IN LIEU OF TAXES ("Agreement") is made by and between the Sarpy County and Cities Wastewater Agency (the "Agency"), and the County of Sarpy, Nebraska (the "County") and the following cities (collectively, the "Cities"): the City of Papillion, Nebraska ("Papillion"), the City of Bellevue, Nebraska ("Bellevue"), the City of Springfield, Nebraska ("Springfield"), the City of La Vista, Nebraska ("La Vista"), and the City of Gretna, Nebraska ("Gretna"). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein.

WHEREAS, the County and the Cities are political subdivisions, duly created and validly existing under the laws of the State of Nebraska;

WHEREAS, the Agency was created as a separate body corporate and politic by the County and the Cities pursuant to that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended the "Formation Interlocal"), by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, et seq. (the "Act"). The Formation Interlocal is incorporated herein by this reference;

WHEREAS, the County and the Cities are Members of the Agency;

WHEREAS, pursuant to Neb. Rev. Stat. 70-651.03, on or before April 1 of each year, the Omaha Public Power District ("OPPD") is required to pay to the County treasurer, in lieu of taxes, a sum equal to five percent (5%) of the gross revenues collected by OPPD during the preceding calendar year from retail sales of electricity within the incorporated cities and villages located within the County (the "Annual OPPD PILOT");

WHEREAS, pursuant to Neb. Rev. Stat. 70-651.04, each Annual OPPD PILOT is subsequently divided and distributed by the County treasurer to the Cities, County, school districts, and any learning community located in the Cities in the proportion that their respective property tax levies in the preceding year bore to the total of all such levies ("Annual PILOT Distribution");

WHEREAS, the Members currently receive, and expect to receive in the future, Annual PILOT Distributions;

WHEREAS, subject to the terms of this Agreement, in order to fund a portion of the Agency's financial obligations related to the construction, operation, maintenance and financing of the Unified SSWS, the Members having jurisdiction over certain areas in Sarpy County desire to pledge and contribute to the Agency a portion of the Annual PILOT Distribution that would otherwise be paid and made available to each of them pursuant to Neb. Rev. Stat. 70-651.04; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Contribution to the Agency of Annual PILOT Distributions.** Effective upon the County treasurer's receipt of the Annual OPPD PILOT for the retail sale of electricity to OPPD customers and users located in the Members' respective jurisdictions within the "**PILOT Allocation Area**" shown on the map attached hereto as **Exhibit A** and incorporated herein by this reference during the 2019 calendar year (which is payable by OPPD in 2020), and for each calendar year thereafter during the term of this Agreement, the Members hereby agree to pledge, contribute, and otherwise pay to the Agency its Member PILOT Contribution (as defined herein).

- a) Except for as set forth in Section 1(b) below, the "**Member PILOT Contribution**" shall be an amount equal to (i) the total Annual PILOT Distributions actually received by each Member that are, as determined by OPPD, directly attributable to retail electricity services to all OPPD customers and users located in the PILOT Allocation Area *less* (ii) the applicable "**Baseline PILOT Distribution**" set forth on **Exhibit D** attached hereto and incorporated herein by reference, which represents the Annual PILOT Distributions actually received by each Member for the 2018 calendar year (which were distributed to the Members in 2019) that are directly attributable to such customers and users.
- b) Effective as of the date the Agency receives a combined cumulative total of Member PILOT Contributions in excess of Twenty-Two Million and No/100 Dollars (\$22,000,000.00), the Member PILOT Contribution for the Members that, as of such date and any date thereafter, exceed their applicable PILOT Contribution Threshold (as defined in Section 2(a) below) shall be equal to fifty percent (50%) of the Member PILOT Contribution otherwise payable by each Member pursuant to Section 1(a) above (such amount, the "**Adjusted Member PILOT Contribution**").
- c) The parties acknowledge and agree that the Member PILOT Contribution and Adjusted Member PILOT Contribution shall not include any Annual OPPD PILOT, Annual PILOT Distribution, or other fees or payments attributable to the retail sale of electricity to OPPD customers and users located outside of the PILOT Allocation Area. Each Member shall pay to the Agency its Member PILOT Contribution (or Adjusted Member PILOT Contribution, as applicable) within 30 days after such Member's receipt of its Annual PILOT Distribution from the County.

2. **PILOT Contribution Threshold and Reimbursements.**

a) Except for as expressly set forth herein, during the term of this Agreement, each Member shall pay to the Agency a cumulative total of Member PILOT Contributions in an amount no less than its applicable "**PILOT Contribution Threshold**" as set forth on **Exhibit B** attached hereto and incorporated herein by reference.

b) The Members acknowledge and agree that the PILOT Contribution Thresholds are generally allocated in proportion to the areas of developable land in their respective jurisdictions as shown on the map attached hereto as **Exhibit C** and incorporated herein by reference.

c) So long as this Agreement remains in full force and effect, each Member acknowledges and agrees that its obligation to pay Member PILOT Contributions (or Adjusted Member PILOT Contributions, as applicable) under Section 1 above shall not cease or abate upon their payment of cumulative Member PILOT Contributions equal to or exceeding its applicable PILOT Contribution Threshold. The Members shall be obligated to continue their payment of the Member PILOT Contributions (or Adjusted Member PILOT Contributions, as applicable) until this Agreement expires or is terminated pursuant to Section 5(b) below.

d) If a Member's cumulative Member PILOT Contributions exceed its applicable PILOT Contribution Threshold, such excess amount shall be hereinafter referred to as the "Excess PILOT Contribution". Each Member that has made Excess PILOT Contributions during the term of this Agreement shall be entitled to be reimbursed by the Agency for such amount; provided, however, that the Agency's reimbursement of any Excess PILOT Contributions shall be subject to the satisfaction of the following conditions:

i. No Member can be reimbursed for its Excess PILOT Contributions until (A) the date the Agency receives a combined cumulative total of Member PILOT Contributions and Adjusted Member PILOT Contributions of Thirty Million and No/100 Dollars (\$30,000,000.00), or (B) such time as the Agency Board, in its sole and absolute discretion, determines it has sufficient funds to make such reimbursements;

ii. The Agency's obligation to reimburse the Members for their respective Excess PILOT Contributions shall be subject to the Agency's prior payment and/or satisfaction of any other Agency financial obligations including, but not limited to, any SRF loan obligations, and any waterfall, availability payment, concessionaire fees, and other fees and charges payable to the operator, concessionaire, lessee and developer of the Unified SSWS (collectively, the "Developer");

iii. The Agency's reimbursement of any Member's Excess PILOT Contributions may be made, in the Agency Board's sole and absolute discretion, after the Agency demonstrates cash reserves for 12 months of projected payments to the Developer above any reserve the Agency is required to maintain as part of its contract(s) with the Developer; and

iv. In the event two or more Members have not been reimbursed for their Excess PILOT Contributions, the Agency's reimbursement of such amounts shall be paid to such Members in proportion to the total acres of developable land in their respective jurisdictions in the PILOT Allocation Area as of the Effective Date hereof.

Upon the satisfaction of each of the conditions set forth in this Section 2(d), the Agency will reimburse such Member(s) for such Excess PILOT Contributions at terms mutually agreed in writing by the Agency and the applicable Member(s).

Such reimbursement pursuant to this section shall include interest at the U.S. Treasury rate as of the date such reimbursement payments commence.

e) If a Member's cumulative Member PILOT Contributions never equal or exceed its applicable PILOT Contribution Threshold, then, unless otherwise agreed to in writing by the applicable Member(s) and the Agency, such deficiency shall not be included or accounted for as part of any connection fees in conjunction with such Member's connection to the Unified SSWS pursuant to Section VII of the Formation Interlocal.

f) In the event the Agency dissolves in accordance with the Formation Interlocal or pursuant to applicable Nebraska law, all Member PILOT Contributions, Adjusted Member PILOT Contributions and other sums actually contributed or otherwise paid to and held by the Agency pursuant to this Agreement as of the effective date of such dissolution may be paid back to each Member in proportion that its individual contributions bears to the Members' aggregate contributions pursuant to this Agreement; provided, however, that no sums may be paid back to the Members under this section until such time as all other outstanding Agency debts, liabilities and obligations are paid, retired and otherwise satisfied.

The terms, obligations and conditions set forth in this Section 2 shall survive the expiration or earlier termination of this Agreement.

3. **Failure to Pay.** In the event any Member fails to pay its applicable Member PILOT Contribution or Adjusted Member PILOT Contribution in accordance with Section 1 above, and such failure continues after 30 days' prior written notice from the Agency, then the Agency may either (a) increase any connection and/or user fees to such Member's jurisdiction so that such increased amount is equal to the Member PILOT Contribution (or Adjusted Member PILOT Contribution, as applicable) payable by such Member, or (b) refuse to allow developments within such Member's jurisdiction to connect to the Unified SSWS until such accrued Member PILOT Contribution (or Adjusted Member PILOT Contribution, as applicable) then due and owing is paid by such Member.

4. **Periodic Review.** At any time subsequent to the completion of construction of Phase 1A of the Unified SSWS (but no more than once per Agency fiscal year), the Agency Board shall, upon the written request of any Member, periodically review the terms and conditions of this Agreement including, but not limited to, the Member PILOT Contributions, the Adjusted Member PILOT Contributions, and the PILOT Contribution Threshold, to determine whether any amendments to such terms are necessary and reasonable based on the then actual revenues, operating surplus (or deficit), and/or available cashflow balance generated from the Unified SSWS. Subject to the limitations set forth in Section 5(e) below, the Agency may thereafter amend such terms pursuant to an amendment to this Agreement executed by the Agency and all Members' respective governing bodies.

5. **Interlocal Cooperation Act.** This Agreement is entered into between the parties pursuant to the Act. The parties agree:

a) This Agreement does not establish any separate legal or administrative entity.

b) Commencing on the Effective Date (as defined in Section 7 below), this Agreement shall continue in full force and effect until the earlier of (i) the date on which all Members that exceed their applicable PILOT Contribution Threshold receive a full reimbursement of their respective Excess PILOT Contributions paid to the Agency pursuant to Section 2(d) above, or (ii) the date all the parties hereto agree in writing to terminate this Agreement, subject to approvals required pursuant to any future agreement(s) with the Developer and/or any lender or financier for the construction, operation, maintenance and financing of the Unified SSWS.

c) The purpose hereof is to fund the Agency's payment obligations pursuant to any financial obligations related to the construction, operation, maintenance and financing of the Unified SSWS.

d) No separate financing is necessary for the implementation of this Agreement.

e) Termination of this Agreement other than as herein expressly provided for and any modification of the terms hereof shall require the agreement of all the Members as evidenced by formal resolution of their respective governing bodies or by written agreement of their respective designees as appointed by formal resolution.

f) Any cooperative effort that is needed will be administered by the respective designees of each Member to the Agency Board pursuant to the Formation Interlocal. Except as otherwise provided herein, there will be no need for the parties to jointly acquire, hold, and dispose of any real or personal property pursuant to this Agreement.

g) Notwithstanding anything in this Agreement to the contrary, if a Member withdraws from the Agency in accordance with the Formation Interlocal, the Member's participation under this Agreement automatically shall terminate without further action or obligation required of the Member.

6. **Cooperation.** The parties agree to execute and deliver all documents, provide all information, and take or forbear from such action as may be necessary or appropriate to achieve the purposes of this Agreement, and the parties hereto shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other party. The parties shall refrain from taking any action that is inconsistent with the terms hereof.

7. **Effective Date.** This Agreement shall be subject to approval of the governing bodies of all the parties, and each party shall each furnish to other parties a certified copy of the resolution of its respective governing body. This Agreement shall be in full force and effect as of the date of execution hereof by the last of the parties hereto and, except as otherwise provided in subsection 5(g) above, shall continue until terminated by mutual agreement of the parties hereto (the "**Effective Date**").

8. **Miscellaneous.** This Agreement may be modified only by written amendment, approved by the governing bodies of all parties and duly executed by authorized representatives of the parties. Every amendment shall specify the date on which its provisions shall be effective, and if an effective date is not specified, the amendment shall be effective on the last date that the amendment is executed by a party. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by any party other than those that are expressly set forth herein. No agent, employee or other representative of any party is empowered to alter any of the terms hereof except as provided herein. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

The recitals at the beginning of this Agreement and all Exhibits or other documents referenced in this Agreement shall be incorporated herein by this reference.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the Sarpy County and Cities Wastewater Agency this 25th day of September, 2019.



SARPY COUNTY AND CITIES  
WASTEWATER AGENCY,  
A Political Subdivision

By   
Chairperson, Agency Board

ATTEST:



Secretary, Agency Board

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by Sarpy County this \_\_\_\_ day of \_\_\_\_\_, 2019.

SARPY COUNTY, NEBRASKA,  
A Political Subdivision

By \_\_\_\_\_  
Chairperson, Board of Commissioners

Attest:

Approved as to form:

\_\_\_\_\_  
Sarpy County Clerk

\_\_\_\_\_  
Sarpy County Attorney

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Bellevue this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

CITY OF BELLEVUE, a Nebraska  
Municipal Corporation

\_\_\_\_\_  
~~Sabrina Ohnmacht, City Clerk~~  
Susan Kuthre

\_\_\_\_\_  
Rusty Hike, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Papillion this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

CITY OF PAPILLION, a Nebraska  
Municipal Corporation

\_\_\_\_\_  
Nicole Brown, City Clerk

\_\_\_\_\_  
David P. Black, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of La Vista this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

CITY OF LA VISTA, a Nebraska  
Municipal Corporation

\_\_\_\_\_  
Pamela A. Buethe, City Clerk

\_\_\_\_\_  
Douglas Kindig, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Gretna this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

CITY OF GRETNA, a Nebraska  
Municipal Corporation

\_\_\_\_\_  
Tammy L. Tisdall, City Clerk

\_\_\_\_\_  
James W. Timmerman, Mayor

CITY SEAL

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Springfield this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

CITY OF SPRINGFIELD, a Nebraska  
Municipal Corporation

\_\_\_\_\_  
Kathleen Gottsch,  
City Administrator/City Clerk

\_\_\_\_\_  
Robert Roseland, Mayor

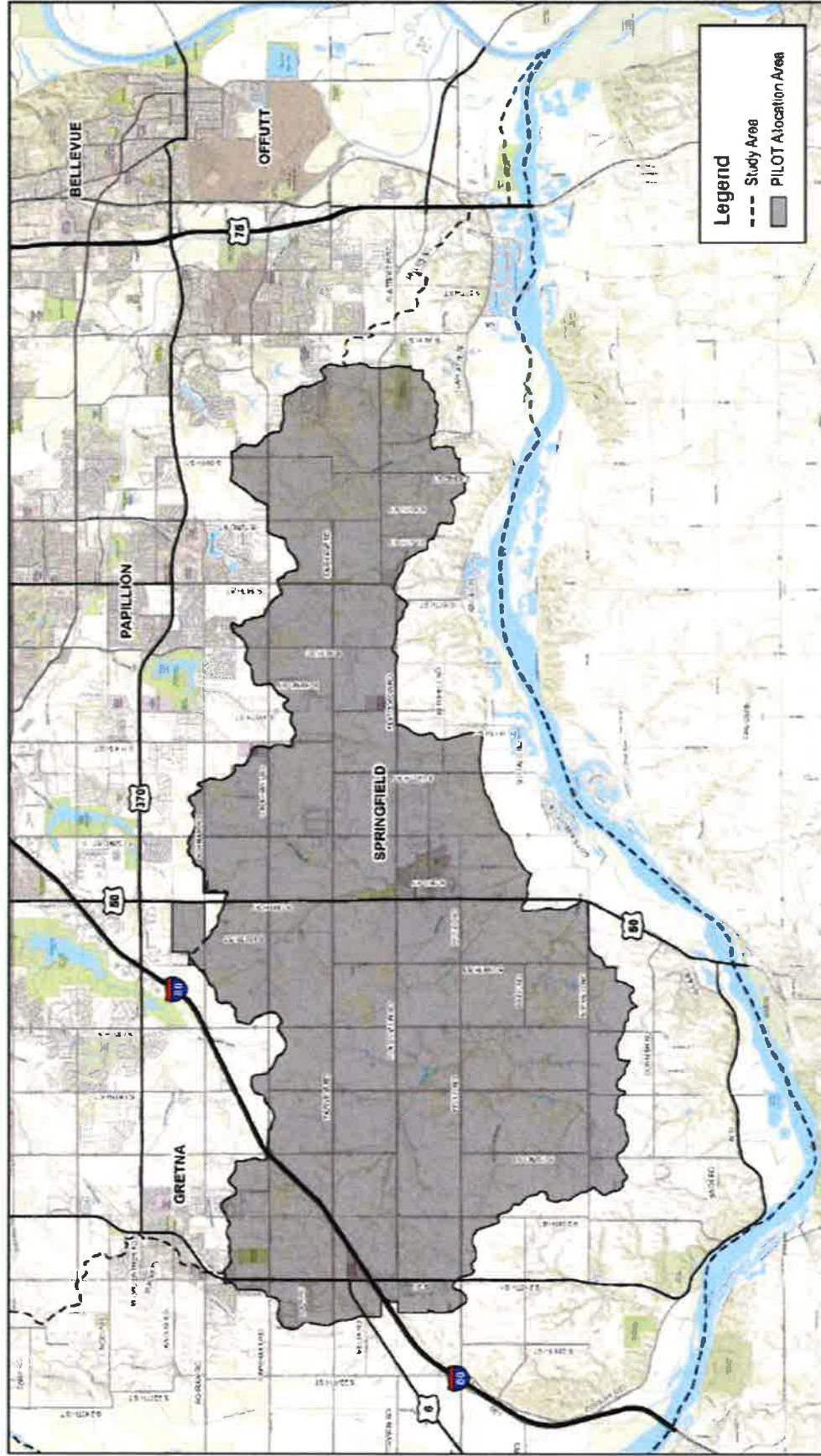
CITY SEAL



**EXHIBIT A**

**PILOT Allocation Area Map**

[Attached]



SOUTHERN SARPY COUNTY

HC2



September 2019

PILOT Allocation  
Area Map

**EXHIBIT B**

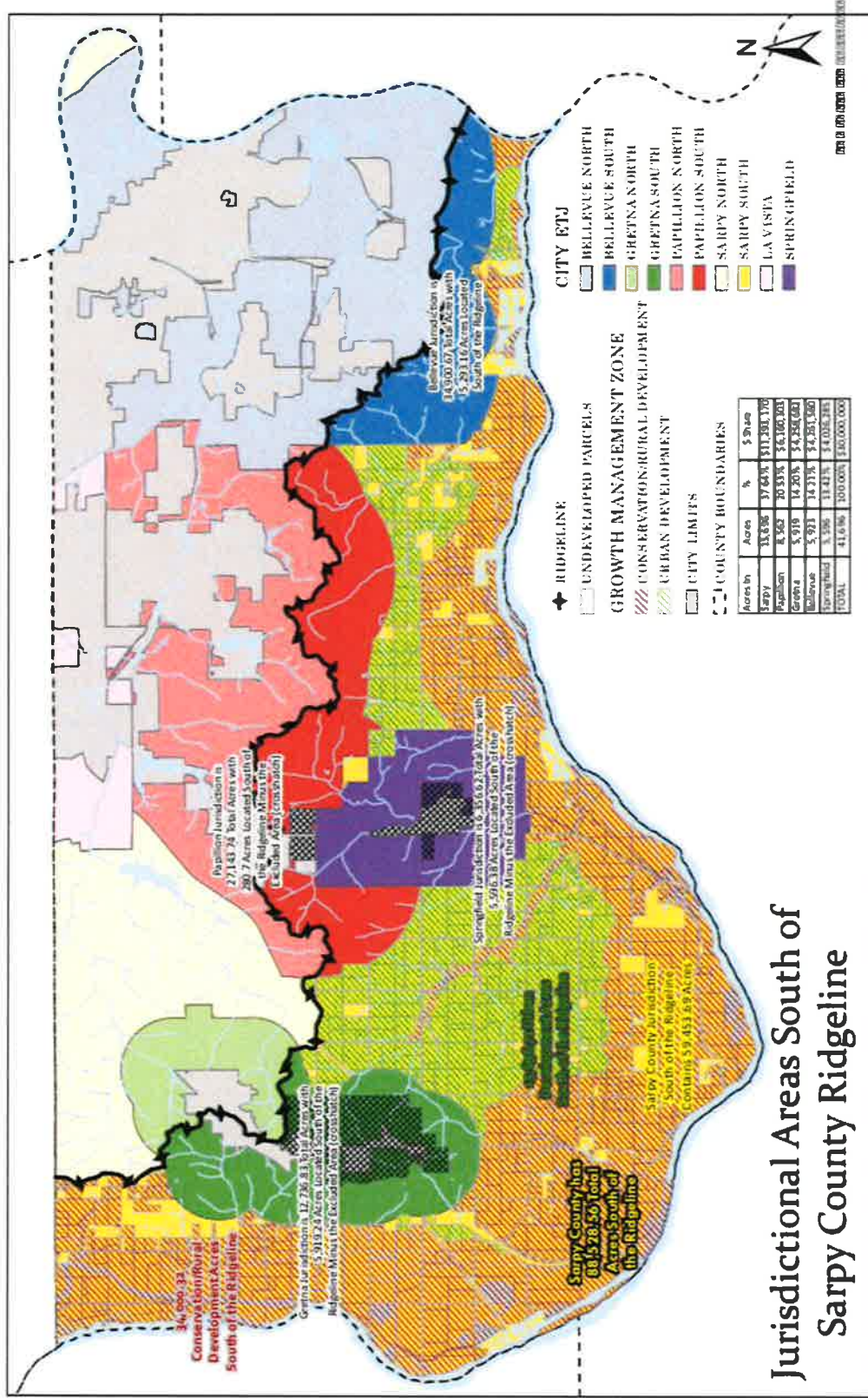
**PILOT Contribution Thresholds**

<b>Member</b>	<b>PILOT Contribution Threshold</b>
Bellevue	\$4,261,560.00
Gretna	\$4,258,682.00
Papillion	\$6,160,303.00
Sarpy County	\$11,293,170.00
Springfield	\$4,026,285.00
<b>Total</b>	<b>\$30,000,000.00</b>

**EXHIBIT C**

**Map of Jurisdictional Areas South of Sarpy County Ridgeline**

[Attached]



**EXHIBIT D**

**Baseline PILOT Distributions**

<b>Member</b>	<b>Baseline PILOT Distribution</b>
Bellevue	\$0.00
Gretna	\$12,624.66
Papillion	\$24,058.54
Sarpy County	\$34,782.09
Springfield	\$26,449.56
<b>Total</b>	<b>\$97,914.85</b>



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

**\*16a.  
10/1/19**

<b>COUNCIL MEETING DATE:</b>	October 1, 2019	<b>AGENDA ITEM TYPE:</b>	
		SPECIAL PRESENTATION	<input type="checkbox"/>
<b>SUBMITTED BY:</b>  Jeff Roberts, Public Works Director	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	CURRENT BUSINESS	<input checked="" type="checkbox"/>	PUBLIC HEARING REQUIRED <input type="checkbox"/>
	CONSENT	<input checked="" type="checkbox"/>	
	OTHER (SEE CLERK)	<input type="checkbox"/>	

**SUBJECT:**

Haworth Park tennis courts rehab from 2019 flood

**SYNOPSIS:**

Approve the low bid from Tennis Courts Unlimited to rehab the tennis courts in Haworth Park due to the 2019 flood

**BACKGROUND**

2019 flood

**FISCAL IMPACT:** \$ 11,850.00      **BUDGETED FUNDS?** No      **GRANT/MATCHING FUNDS?** Yes

FEMA reimbursement

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b> Yes		<b>COUNTER-PARTY:</b>		<b>INTERLOC</b> No	
<b>CONTRACT DESCRIPTION:</b>					
<b>CONTRACT EFFECTIVE DATE:</b>		<b>CONTRACT TERM:</b>		<b>CONTRACT END DATE:</b>	
<b>PROJECT NAME:</b> Haworth Tennis Courts Resurfacing					
<b>START DATE:</b>		<b>END DATE:</b>		<b>PAYMENT DATE:</b>	
				<b>INSURANCE REQUIRED</b> <input checked="" type="checkbox"/>	
<b>CIP PROJECT NAME:</b>			<b>CIP PROJECT NUMBER:</b>		
<b>MAPA NAME(S):</b>			<b>MAPA NUMBER(S):</b>		
<b>STREET DISTRICT NAME(S):</b>			<b>STREET DISTRICT NUMBER(S):</b>		
<b>ACCOUNTING DISTRIBUTION CODE:</b>			<b>ACCOUNT NUMBER:</b>		

**RECOMMENDATION:**

Approve the proposal with Tennis Courts Unlimites and the Mayor to sign.

**ATTACHMENTS:**

1	Proposal	4	
2		5	
3		6	

**SIGNATURES:**

**LEGAL APPROVAL AS TO FORM:**

**FINANCE APPROVAL AS TO FORM:**

**ADMINISTRATOR APPROVAL TO SUBMIT:**

  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



## CITY OF BELLEVUE

RECREATION DEPARTMENT

1200 LORD BLVD.

Mailing Address: 1500 Wall St – Bellevue, NE 68005 – (402) 293-3142

### MEMO

**TO:** Mr. Jeff Roberts P.E.  
Public Works Director

**FROM:** Jim Shada *J Shada*

**SUBJECT:** Haworth Tennis Courts Resurfacing

**DATE:** Sept. 18, 2019



As the result of the Spring 2019 Flood, we would like your approval to renovate and resurface the tennis courts at Haworth Park. Tennis Courts Unlimited Inc. is the low bid. We have received two bids from Pro Track and Tennis Inc. and Tennis Courts Unlimited. We were unable to retrieve the third bid from Renner Sports.

Pro Track and Tennis Inc. – \$14,250.00

Tennis Courts Unlimited - \$11,850.00

Thank You!





**CHAN LAURENT**

---

8-16-19

To: City of Bellevue

Re: Tennis courts Hayworth Park (2-courts)

Renovation procedures.

1. Clean and prepare surface for color coating. (power wash)
2. Fill all cracks with court patch binder and sand smooth.
3. Fill birdbaths with patch binder. Birdbaths can not be totally eliminated.
4. Install one coat of Advantage sports coatings acrylic resurfacer to manufactures specifications.
5. Install two coats of Advantage sports coatings color to manufactures specifications.
6. Stripe new lines.
7. A one year warranty on workmanship and material.

Total Cost: \$11,850.00

Net Post replacement: \$2,300.00 per court

Thank you, Chan Laurent

**402-873-6334**  
**1130 N. 58th Road • Nebraska City, NE 68410**

7409 N. 160<sup>th</sup> Street  
Bennington, NE 68007  
PH 402.238.2900  
PH 800.498.4395  
FX 402.238.2987

[www.protrackandtennis.com](http://www.protrackandtennis.com)

# PRO TRACK AND TENNIS, INC.

Tennis Court Proposal



**We Proudly Present This Proposal To**

Mr. John Bryan  
City of Bellevue  
Haworth Park-2502 Payne Dr.  
Bellevue, NE 68005  
Cell:402-293-3142  
[John.bryan@bellevue.net](mailto:John.bryan@bellevue.net)

## PROPOSED SYSTEM

### RESURFACE CONCRETE BASED TENNIS COURT

Pro Track and Tennis, Inc. proposes to install the following:

**Option # 1: Install NOVA Sports Color Coating System to two (2) courts. All areas needed will be patched and cracks filled. NOTE: There is no guarantee that bird baths will be able to be completely eliminated or that there won't be any negative drainage. Due to the courts being under water, the slab could be compromised from the base and could cause the new coatings to bubble due to hydro static pressure from beneath the surface.**

**The entire court surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings.**



Professional Track and Tennis  
A Division of Pro Track and Tennis, Inc. A NE Corporation  
800.498.4395 - [www.protrackandtennis.com](http://www.protrackandtennis.com)

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## ACCEPTANCE OF PROPOSAL

This proposal is valid for 60 days from August 15, 2019.

Pro Track and Tennis, Inc. proposes to furnish labor and material and equipment complete in accordance with the specifications in this proposal for the sum of:

*Please initial the appropriate boxes below to designate acceptance of the following options.*



**BASE BID:**

**Color Coat Two (2) Courts**

Fourteen thousand, two hundred fifty dollars

**\$14,250.00**

**Payment to be made as follows:**

*A 33% down payment is due upon acceptance of proposal. Another 33% is due when project is 50% complete. The remainder is due the day the job is complete and accepted by the owner. Any applicable taxes will be added to the total cost.*

**Acceptance**

*The above price, specifications and conditions found in this proposal are satisfactory and are hereby accepted. Pro Track and Tennis, Inc. is authorized to do the work as specified. Payment will be made as outlined.*

_____ Signature		_____ Signature	
_____ Print	_____ Date	_____ Print	_____ Date
City of Bellevue, NE		Pro Track and Tennis, Inc.	

After signing, please return to Pro Track and Tennis, Inc.

**Thank you very much for your business!**



Professional Track and Tennis  
A Division of Pro Track and Tennis, Inc. A NE Corporation  
800.498.4395 - [www.protrackandtennis.com](http://www.protrackandtennis.com)

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

**\*16b.  
10/1/19**

<b>COUNCIL MEETING DATE:</b>	10/01/2019	<b>AGENDA ITEM TYPE:</b>	
<b>SUBMITTED BY:</b> Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		SPECIAL PRESENTATION	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CONSENT	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

**SUBJECT:**

South 25th Street Improvements

**SYNOPSIS:**

Approve the Agreement between the City of Bellevue and Alfred Benesch & Company for the South 25th Street Improvements Project.

**BACKGROUND**

The consultant will provide construction engineering services for the South 25th Street Improvements Project. The Scope of Work is outlined in Attachment A.

**FISCAL IMPACT:** \$176,621.60

**BUDGETED FUNDS?** N/A

**GRANT/MATCHING FUNDS?** N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b>	YES	<b>COUNTER-PARTY:</b>	ALFRED BENESCH	<b>INTERLOC:</b>	N/A
<b>CONTRACT DESCRIPTION:</b>	CONSULTING SERVICES AGREEMENT FOR 25TH STREET				
<b>CONTRACT EFFECTIVE DATE:</b>	9/17/2019	<b>CONTRACT TERM:</b>	UNTIL TERM'D	<b>CONTRACT END DATE:</b>	OPEN
<b>PROJECT NAME:</b>	25TH STREET RESURFACING				
<b>START DATE:</b>		<b>END DATE:</b>		<b>PAYMENT DATE:</b>	
<b>CIP PROJECT NAME:</b>	25TH STREET RESURFACING	<b>CIP PROJECT NUMBER:</b>	ST 20(8)		
<b>MAPA NAME(S):</b>		<b>MAPA NUMBER(S):</b>			
<b>STREET DISTRICT NAME(S):</b>		<b>STREET DISTRICT NUMBER(S):</b>			
<b>ACCOUNTING DISTRIBUTION CODE:</b>	10-15-7010	<b>ACCOUNT NUMBER:</b>	7010		

**RECOMMENDATION:**

Request approval of the Agreement and authorize the Mayor to sign the Agreement between the City of Bellevue and Alfred Benesch & Company for the South 25th Street Improvements Project not to exceed \$176,621.60

**ATTACHMENTS:**

1	Consulting Services Agreement
2	
3	

4	
5	
6	

**SIGNATURES:**

**LEGAL APPROVAL AS TO FORM:**

**FINANCE APPROVAL AS TO FORM:**

**ADMINISTRATOR APPROVAL TO SUBMIT:**

  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_





## CONSULTING SERVICES AGREEMENT

CLIENT	City of Bellevue	Project Name	SOUTH 25 <sup>TH</sup> STREET IMPROVEMENTS
Address	1510 Wall Street		
	Bellevue, NE	Project Location	
Telephone	402-293-3144		
Client Contact	Dean Dunn, PE	Consultant PM	Jeff Sockel, PE
Client Job No.	BPW-180508	Consultant Job No.	00120632.00

This AGREEMENT is made by and between City of Bellevue, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows (or shown in Attachment A):

See Attachment A

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

☒ Attachment A: Scope of Services and Fee Estimate

☐ Attachment B: Schedule of Unit Rates

☐ Attachment C: \_\_\_\_\_

or

☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

☐ BY LUMP SUM: \$\_\_\_\_\_.

☒ BY TIME AND MATERIALS: \$176,621.60.

☐ BY OTHER PAYMENT METHOD (See Attachment \_\_\_\_\_): \$\_\_\_\_\_.

☐ AS SHOWN ON SERIALY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT

ALFRED BENESCH & COMPANY

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

BY: Jeffery A. Sockel  
AUTHORIZED REPRESENTATIVE

PRINT NAME: \_\_\_\_\_ PRINT NAME: Jeffery A. Sockel, PE

TITLE: \_\_\_\_\_ TITLE: Sr Vice President

DATE: \_\_\_\_\_, 20\_\_\_\_ DATE: September 23, 2019

BENESCH OFFICE: Omaha

ADDRESS: \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



## STANDARD TERMS AND CONDITIONS

### SECTION 1 – Services by Consultant

#### 1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

#### 1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

### SECTION 2 – Payments to Consultant

#### 2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

##### 2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from

Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

##### 2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

##### 2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

#### 2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.



**2.4.4** If Client fails to make payment in full to Consultant within sixty (60) days after the date of the undisputed invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

## **SECTION 3 - Term of Agreement**

### **3.1 Term**

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

### **3.2 Abandonment of Work**

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

### **3.3 Termination of Agreement**

#### **3.3.1 Termination with Cause**

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

#### **3.3.2 Termination without Cause**

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such

termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

### **3.4 Payment for Work Upon Abandonment or Agreement Termination**

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

## **SECTION 4 - General Considerations**

### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

**4.1.2** While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

### **4.2 Insurance**

**4.2.1** Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

**4.2.2** Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name the Client as additional insured on

Consultant's commercial general liability insurance.

#### **4.3 Successors and Assigns**

**4.3.1** Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

**4.3.2** Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

**4.4.2** Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain

an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

#### **4.6 Consultant's Personnel at Project Site**

**4.6.1** The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

**4.6.2** To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.7 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic

feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.8.1** If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

**4.8.2** In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.8.3** Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

### **SECTION 5 - Professional Responsibility**

#### **5.1 Performance of Services**

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of

such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined the deficiency is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

#### **5.2 Limitation of Liability**

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

#### **5.3 No Special or Consequential Damages**

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

#### **5.4 Indemnification**

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

#### **5.5 No Third Party Beneficiaries**

Client and Consultant expressly agree that Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any

third party.

## **SECTION 6 - Miscellaneous Provisions**

### **6.1 Notices**

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

### **6.4 Severability**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **6.5 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

### **6.6 Equal Opportunity**

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all

regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

### **6.7 Governing Law**

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

### **6.8 Entire Agreement**

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

## **SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES**

☐ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

☐ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☐ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

☐ **S.3 Disposition of Samples and Equipment**

**S.3.1 Disposition of Samples**

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

**S.3.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

**S.3.3 Contaminated Equipment**

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

**Attachment A  
SCOPE OF SERVICES  
FOR  
CONSTRUCTION ENGINEERING SERVICES  
FOR  
SOUTH 25<sup>TH</sup> STREET IMPROVEMENTS  
BELLEVUE, NEBRASKA**

Alfred Benesch & Company (Benesch) proposes to provide the following scope of services for providing construction engineering services for the above referenced project.

**Assumptions**

This scope of services and the associated professional fee are based upon the following assumptions:

- The project will start on or after October 1, 2019 and be substantially complete in May 2020, final completion in June 2020.
- A maximum of 132 days of work will require an observer to be present an average of 8 hours per day.
- A maximum of 8 total SWPPP inspections will be required on days when an observer is not required to be present.
- The total scope of services is limited those services requested that may be performed within the approved not to exceed fee unless additional fee is authorized.

**Project Management**

This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the City; maintain project records; and perform other duties of the Project Manager consistent with local practices. The following identifies services included in this task:

- Provide management of project staffing, scheduling, invoicing, progress reports, and coordination with the City;
- Maintain detailed, current Project Records and provide copies to the City upon completion of the project or as otherwise requested during the project;
- Review Contractor's Construction Schedule;
- Coordinate with City regarding all project activities;
- Verify inspectors and lab personnel are maintaining appropriate daily work reports and all material records;
- Attend and facilitate project related meetings identified as the pre-construction meeting, bi-weekly progress meetings during construction, and the final project walk-through meeting;

- Consult or coordinate requests for information related to the project design; and
- Coordinate and oversee all project services provided by Benesch, including any subconsultants.

We assume there will be a total of up to 17 total project meetings.

### **Construction Observation**

Benesch shall observe and document the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, and inform the Contractor to correct such observed discrepancies.

Benesch' Resident Construction Observer will be present during all work performed for payment and will provide, perform, or otherwise coordinate the following duties and services:

- Collect and file all delivery tickets and material certifications
- Communicate and coordinate plan revisions and change orders with the City
- Maintain project field diaries, files, and records
- Measure and calculate quantities of pay items
- Monitor construction activities for compliance with permits (Wetlands 404, Flood Plain, NPDES, etc.) – assume 12 separate inspections not performed in conjunction with other construction observation activities
- Prepare a weekly report of working day report
- Prepare as-built plans
- Review change order or time extension request and forward to the City
- Review Contractor Pay Request and submit to the City
- Review critical path schedule prepared by the Contractor for appropriateness
- Review work zone traffic control devices daily to include weekly nighttime visual reflectivity checks
- Observe and document the performance of the work is in conformance with the plans and specifications
- Observe and document the suitability and acceptance of the material incorporated in the work
- Perform a final walk through inspection including preparation of a punch list and verification of the resolution of identified items

It is assumed there will be approximately 132 total days requiring a construction observer to be present for an average of up to 8 hours per day and only 1 construction observer will be required each day.

It is assumed the City shall provide any on-site fixture required to store or provide SWPPP information to interested parties.



**Materials Sampling and Testing**

Benesch will provide, perform, or otherwise coordinate material sampling and testing services in accordance with the Contract Documents for the following project activities:

- Grading – excavation and embankment construction
- Sewer Construction – structural backfill, cast in place construction
- Roadway Construction – cast in place construction, subgrade
- Vertical Construction – cast in place noise walls, retaining walls

**Construction Survey/Staking**

Construction survey/staking shall be performed by the Contractor. It is assumed control points used for design topographic survey are available for use by the Contractor and do not need to be reset by Benesch.

Other services mutually agreeable to all parties may be added upon request.

## Attachment A

South 25th Street Improvements  
Bellevue, NE

### Fee Estimate For Professional Engineering Construction Services

<u>Personnel Classification</u>	<u>2019 Rate \$/Hour</u>	<u>Est. Hours</u>	<u>Estimated Cost</u>
Prof. Engineer - Principal	\$ 196.00	26	\$ 5,096.00
Prof. Engineer - Project Manager	\$ 176.00	0	\$ -
Prof. Engineer (Staff)	\$ 165.00	8	\$ 1,320.00
Project Scientist II, Project Engineer II	\$ 139.00	0	\$ -
Project Scientist I, Project Engineer I	\$ 123.00	284	\$ 34,932.00
Construction Rep III	\$ 100.00	1252	\$ 125,200.00
Sr Tech, Sr Project Inspector, Sr Environmental Tech	\$ 90.00	0	\$ -
Engg Tech II, Project Inspector II, Env Tech II	\$ 83.00	0	\$ -
Engg Tech I, Project Inspector I, Env Tech I	\$ 70.00	8	\$ 560.00
Field/Lab Tech I	\$ 60.00	8	\$ 480.00
Project Assistant II	\$ 68.00	0	\$ -

**Subtotal Direct Labor Costs \$ 167,588.00**

#### **Direct Nonsalary Costs**

Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges	\$ 1,600.00
Construction Materials Testing Trip Charge @ \$68/Trip	\$ 340.00
Other Vehicle Mileage @ \$0.58/mi	\$ 4,593.60
Unit Rate Testing	\$ -
Survey Materials @ Cost	\$ -
Misc Unit Rate Testing	\$ 2,500.00
Misc Chargeable Expenses	\$ -

**Subtotal Direct Non-Labor Costs \$ 9,033.60**

**Total Estimated Not to Exceed Fee \$ 176,621.60**

## Attachment A

South 25th Street Improvements

Bellevue, NE

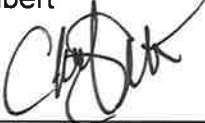
Fee Estimate For Professional Engineering Construction Services

### Project Summary

Task	Personnel Services													Reimbursables							Estimated Fee	
	Prof. Engineer - Principal	Prof. Engineer - Project Manager	Prof. Engineer (Staff)	Project Scientist II, Project Engineer II	Project Scientist I, Project Engineer I	Construction Rep III	Sr Tech, Sr Project Inspector, Sr Environmental Tech	Engg Tech II, Project Inspector II, Env Tech II	Engg Tech I, Project Inspector I, Env Tech I	Field/Lab Tech I	Project Assistant II	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Construction Materials Testing Trip Charge @ \$68/Trip	Other Vehicle Mileage @ \$0.58/ml	Unit Rate Testing	Survey Materials @ Cost	Misc Unit Rate Testing	Misc Chargeable Expenses		Subtotal
Task 1 Project Management & Meetings	26	0	0	0	154	0	0	0	0	0	0	180	\$ 24,038.00	\$ 200	\$ -	\$ 510	\$ -	\$ -	\$ -	\$ -	\$ 710	\$ 24,748.40
Task 2 Construction Observation	0	0	0	0	130	1212	0	0	0	0	0	1342	\$ 137,190.00	\$ 1,300	\$ -	\$ 3,712	\$ -	\$ -	\$ -	\$ -	\$ 5,012	\$ 142,202.00
Task 3 Materials Testing	0	0	0	0	0	0	0	0	8	8	0	16	\$ 1,040.00	\$ -	\$ 340	\$ 371	\$ -	\$ -	\$ 2,500	\$ -	\$ 3,211	\$ 4,251.20
Task 4 Construction Staking	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5 Project Closeout	0	0	8	0	0	40	0	0	0	0	0	48	\$ 5,320.00	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100	\$ 5,420.00
Subtotal	26	0	8	0	284	1252	0	0	8	8	0	1586		\$ 1,600	\$ 340	\$ 4,594	\$ -	\$ -	\$ 2,500	\$ -		
Project Subtotal	\$ 167,588.00													\$ 9,034							\$ 176,621.60	

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

\*16c.  
10/1/19

<b>COUNCIL MEETING DATE:</b>	October 1, 2019	<b>AGENDA ITEM TYPE:</b>	
<b>SUBMITTED BY:</b>  Chief Elbert 		SPECIAL PRESENTATION	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

**SUBJECT:**

Service Agreement for forensic services between Douglas County and the City of Bellevue.

**SYNOPSIS:**

The previous inter-local agreement is expiring in November of 2109 and this simply renews the agreement.

**BACKGROUND**

The Douglas County Sheriff and the City of Bellevue Police Department have had a longstanding agreement for Douglas County to provide forensic services for the Bellevue Police.

**FISCAL IMPACT:** \$ 0.00      **BUDGETED FUNDS?** Yes      **GRANT/MATCHING FUNDS?** N/A

Services are billed per use based on the Fee Schedule and included in the budget.

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b>	No	<b>COUNTER-PARTY:</b>	Douglas County, Nebraska	<b>INTERLOC</b>	Yes
<b>CONTRACT DESCRIPTION:</b>	Services Agreement for forensic services				
<b>CONTRACT EFFECTIVE DATE:</b>		<b>CONTRACT TERM:</b>		<b>CONTRACT END DATE:</b>	
<b>PROJECT NAME:</b>					
<b>START DATE:</b>		<b>END DATE:</b>		<b>PAYMENT DATE:</b>	
<b>CIP PROJECT NAME:</b>		<b>CIP PROJECT NUMBER:</b>			
<b>MAPA NAME(S):</b>		<b>MAPA NUMBER(S):</b>			
<b>STREET DISTRICT NAME(S):</b>		<b>STREET DISTRICT NUMBER(S):</b>			
<b>ACCOUNTING DISTRIBUTION CODE:</b>		<b>ACCOUNT NUMBER:</b>			

**RECOMMENDATION:**

Approve The Services Agreement between Doulgas County, Nebraska and the City of Bellevue for forensic services and authorize the Mayor to sign.

**ATTACHMENTS:**

- 1 Service Agreement
- 2 Fee Schedule
- 3 Inter-Local Agreement, expiring


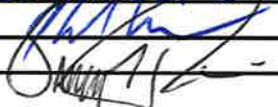
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6	

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

**SERVICES AGREEMENT  
BETWEEN  
DOUGLAS COUNTY, NEBRASKA  
AND  
BELLEVUE, NEBRASKA**

Under the authority of the Nebraska Inter-local Cooperation Act, Article 8 of Chapter 13 of the Nebraska Revised Statutes, this Agreement is entered into between Douglas County, Nebraska, (herein after “Douglas County”) a political subdivision of the State of Nebraska, by and through the Douglas County Sheriff, and the City of Bellevue, a political subdivision of the State of Nebraska/municipal corporation of the State of Nebraska, (herein called “Requesting Agency”) for the purpose of providing forensic services.

**SECTION ONE  
DUTIES AND RESPONSIBILITIES**

**A. Duties of Douglas County**

1. Provide the forensic and crime scene services as specified in the Schedule of Forensic Services which is attached and incorporated hereunto as Exhibit A and shall strive to respond to any request for assistance in a timely manner.
2. Provide and train personnel as necessary to perform forensic services specified in the Schedule of Forensic Services and as determined by the County Sheriff exercising professional judgment. Said personnel will at all times remain under the management and control of Douglas County. Employment rights of personnel assigned to provide services will not be abridged.
3. Reserve the sole right to determine its own availability to perform the forensic service request. This Agreement shall not be construed to require Douglas County to hire any new or additional personnel to perform forensic services.
4. Provide all equipment and facilities necessary to process a crime scene and to conduct laboratory analysis as specified in the Schedule of Forensic Services.
5. Process evidence in reliance upon the assumption that the evidence was collected and packaged in accordance with the Douglas County Sheriff’s Office and the Forensic Services Bureau’s (FSB) packaging guidelines, to which the current guidelines are attached and incorporated hereunto and subject to periodic review and revision by Douglas County. Douglas County shall provide any updated copies of current

guidelines to Requesting Agency upon any change(s). Further, Douglas County retains the right to refuse evidence for forensic processing and/or refuse to process or reprocess evidence submitted to the Douglas County Forensic Services Bureau if Douglas County believes, in its sole discretion, that the evidence has been compromised and/or otherwise contaminated.

6. Designate a Douglas County Crime Scene Investigation lead crime scene investigator upon arrival to a crime scene and said lead crime scene investigator shall coordinate services with the Requesting Agency's on-site command officer.
7. The lead crime scene investigator will notify the requesting agency of any breach noted while at the crime scene or with evidence collected and/or processed.
8. The Douglas County Forensic Services Bureau has extensive dedicated equipment and facilities to ensure the provision of highly professional crime scene investigation and forensic services. Specific arrangements for the use of equipment and/or facilities is necessarily limited to assigned Douglas County Sheriffs Office personnel.
9. Provide written findings upon completion of any forensic analysis-performed. All records, reports, and documents concerning the performance of services provided by Douglas County Sheriffs Office personnel will be appropriately recorded and securely maintained in accordance with the Sheriffs Office records/reporting directives and the State Records Retention Act.
10. Send written notification to the authorized representative of the Requesting Agency upon completion of forensic analysis for each item(s) of evidence submitted to Douglas County Forensic Services Bureau.
11. Invoice the Requesting Agency on a monthly basis or as forensic services are provided by Douglas County, whichever is the earlier to occur. The invoice will reflect actual services rendered on each item submitted for forensic analysis. Crime scene investigation services and deposition and/or court appearances will be billed for a minimum of two (2) hours with additional time billed in 30 minute increments.
12. Update the Schedule of Forensic Services, attached as Exhibit A, no less than annually and provide a copy of said Schedule to the Requesting Agency's authorized representative no less than thirty (30) days prior to the effective date of said Schedule.

#### B. Duties of Requesting Agency

1. Submit evidence to the Douglas County Forensic Services Bureau in accordance with the current Douglas County Sheriff's Office and Forensic Services Bureau's packaging guidelines, to which the current guidelines are attached and incorporated hereunto and subject to periodic review and revision by Douglas County. It is the

sole responsibility of the Requesting Agency to comply with said packaging guidelines in effect on the day the evidence is submitted.

2. Submit a request for forensic service(s) that will be completed by the Forensic Services Bureau in a timely manner. The Requesting Agency shall pay an additional charge to Douglas County when such tests require expedient handling and/or additional personnel or services to meet a specific time requirement requested by the Requesting Agency. Douglas County reserves the right to refuse to perform the forensic services if it deems, in its sole discretion, that the service cannot be complete on or before the requested date.
3. Crime Scene Services:
  - i. Requesting Agency agrees to designate one Requesting Agency law enforcement official on site as a command officer to coordinate all communications with the Douglas County Sheriff's Office lead crime scene investigator. Said command officer shall be designated before or upon arrival of Douglas County Crime Scene Investigation Unit personnel at a crime scene and shall remain the command officer throughout the investigation.
  - ii. Requesting Agency agrees to maintain the crime scene in accordance with the current National Institute of Justice guidelines in effect on the day the crime scene is discovered.
    1. In the event that there has been a breach of crime scene integrity before the arrival of Douglas County Crime Scene Investigation Unit personnel, Requesting Agency's command officer shall report the nature and details of the breach at the time of arrival to said scene to Douglas County's lead crime scene investigator.
    2. In the event that a breach of crime scene integrity is discovered during or after the arrival of Douglas County Crime Scene Investigation Unit personnel, Requesting Agency's command officer shall notify Douglas County's lead crime scene investigator immediately and report the nature and details of the breach to the authorized representative of the Douglas County Sheriff within twenty-four (24) hours.
4. Claim and take possession of item(s) and evidence submitted to Douglas County Forensic Services Bureau for forensic analysis within one week after notification that testing of said item(s) is complete. Douglas County will not be responsible for evidence storage and disposal and is released from any liability for any item(s) and/or evidence unclaimed by the Requesting Agency eight days after said notification. The



Requesting Agency may also be subject to additional storage fees for said unclaimed evidence.

5. Cooperate at all times with the employees and representatives of the Douglas County Sheriff's Office providing services under this Agreement.
6. Make payment for provided services no more than thirty (30) days after receipt of an invoice reasonably documenting all applicable charges and fees.

## **SECTION TWO**

### **TERM, DURATION, REVIEW, REVISION, AND TERMINATION**

This Agreement shall become effective on December 1, 2019 and shall remain in effect until November 30, 2024, a term no greater than five (5) years. This Agreement may be terminated upon mutual written consent of the parties or by either of the parties giving sixty (60) days written notice to the other of its intention to terminate the Agreement. Any termination of this Agreement will not relieve either Party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination and the completion of any work already begun in the processing of evidence and/or crime scene. Upon expiration, this Agreement may be extended or renewed for an additional term by mutual written agreement of the Parties. A review of the agreement will be conducted annually or more often as needed. Revision of the Agreement may be conducted as needed/deemed necessary by Douglas County.

## **SECTION THREE**

### **GENERAL PROVISIONS**

#### **A Independent Contractors.**

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents or contractors perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents or contractors shall be

entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party its officers, employees, agents or contractors shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

**B. Nondiscrimination.**

Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb.Rev.Stat. §48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of any applicable federal or state laws or local ordinances.

**C. Captions.**

Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

Unless otherwise indicated, all references to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; and the words "herein," "hereinbefore," "hereinafter," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

**D. Applicable Law and Venue.**

Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and

regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.

**E. Entire Agreement**

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

**F. Amendments/Modification.**

This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

**G. Assignment.**

None of the Parties may assign its rights under this Agreement without the express prior written consent of the other Party. An assignment without such prior written consent shall be a material breach of this Agreement.

**H. Successors and Assigns Bound by Covenants.**

All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.

**I. Waiver.**

The failure of either Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which is it not obligated to do

hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

**J. Severability.**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

**K. Notice of Breach.**

Either Party shall provide written notice to the other of breach of this Agreement, upon which notice the receiving party shall have ten business days to cure such breach to the mutual satisfaction of the Parties. During the cure period, the Parties shall act in good faith to perform their respective duties described herein.

**L. Indemnification**

Requesting Agency shall assume all risk of loss, indemnify, defend and hold Douglas County and its employees, agents, assignees and legal representatives harmless from all liability, loss, expense, cost, attorney's fees, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property (hereinafter "Claim") which may accrue against County to the extent it is caused by the negligent or intentional acts or omissions of Requesting Party, its officers, employees, agents, assigns and / or subcontractors. .

The provisions of this section shall survive expiration or termination of this Agreement.

These Indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

**M. No Third Party Rights.**

This Agreement is executed for the benefit of the named parties only. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers and agents.

**N. Authorized Representatives and Notice.**

Except for any notice required under applicable law to be given in another manner, any notice or communication required or permitted hereunder shall be given in further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the Parties:

FOR THE COUNTY

R. Justin Aumann  
Douglas County Sheriff's Office  
15345 West Maple Road  
Omaha, NE 68116  
(402) 444-7459  
(402) 444-3644 fax

FOR REQUESTING AGENCY

Captain Dave Stukenholtz  
Bellevue Police Department  
1510 Wall Street  
Bellevue, Nebraska 68005  
402-293-3114  
402-293-3090

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt. A Party's contact person may be changed by at any time by providing written notice of the updated contact information to all the Parties.

**O. Unavailability of Funding language**

Due to possible future reductions including but not limited to County, State and/or Federal appropriations, Douglas County cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such reduction in appropriations, Douglas County may terminate the Agreement or reduce the consideration upon notice in writing to Contractor. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Douglas County shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, Contractor may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to Douglas County.

**P. Drug Free Policy.**

Requesting Agency has established, maintains, and enforces a drug free workplace policy.

**Q. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114).**

Requesting Agency 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 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.

**R. Public Benefits.**

With regard to Neb.Rev.Stat. §§4-108 - 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108 – 113.

**S. Joint Work Product.**

This Agreement is the joint work product of both Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.

**T. Authority.**

Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.

**U. Insurance.**

Requesting Agency shall maintain comprehensive General Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for each person and Five Million Dollars (\$5,000,000.00) for each occurrence and shall provide proof thereof. Requesting Agency agrees to provide and maintain throughout the term of this Agreement and at its own expense adequate statutory Nebraska workers' compensation insurance and shall provide proof thereof. Annually and at least 60 days before the effective date of any material change in or cancellations of, such insurance, written notice shall be mailed by the Requesting Agency's insurance carrier to Douglas County Purchasing. The policies required to be maintained shall be with companies rated A or better in the most current issue of A.M. Best's Insurance Ratings Guide. Insurers

shall be licensed to do business in the state of Nebraska and domiciled in the USA. Douglas County shall be named as an additional insured on Requesting Agency's Certificates of Insurance except for Workers' Compensation policies/certificates. Requesting Agency shall provide a certificate of insurance to Douglas County Purchasing. Requesting Agency shall provide the certificate(s) before work or services are undertaken pursuant to this Agreement and annually thereafter at least thirty (30) prior to the policy expiration date. All insurance documents and insurance notifications shall be sent to:

Douglas County Purchasing Agent  
902 Civic Center,  
1819 Farnam St.  
Omaha, NE 68183

Douglas County does not represent in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect Requesting Agency or its interests. Requesting Agency is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit Requesting Agency's liability hereunder or to fulfill the indemnification provisions of this Agreement.

**V. No Separate Legal Entity**

This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.

**W. Conflict of Interest.**

In the performance of this Agreement, Requesting Agency will avoid all conflicts of interests or appearances of conflict of interest. Requesting Agency will report any conflict of interest immediately to County. Requesting Agency assures County that no County employee will have a financial or personal interest in this Agreement. Requesting Agency did not and will not provide any money or other benefit of any kind to any County employee in the procuring of, facilitation of, execution of or during the duration of this Agreement.

**X. Dispute Resolution.**

Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties authorized representatives shall schedule a face to face meeting



in Omaha, Nebraska to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

DOUGLAS COUNTY, NEBRASKA

City of Bellevue, NEBRASKA

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor/Chairperson      Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Attorney      9/17/19  
Date

\_\_\_\_\_  
Attorney      Date

Douglas County Sheriff's Office  
Forensic Services Bureau  
**ADMN - FSB Fee Schedule Tracking Form**

<b>Agency:</b>	<b>DCSO Case Number:</b>
<b>Agency Case Number:</b>	<b>Lab Control Number:</b>

DESCRIPTION	FEE	# OF SAMPLES OR HOURS
<b>Chemistry</b>		
Controlled Substance Visual Identification	\$15.00/ sample	
Controlled Substance Qualitative Analysis	\$30.00/ sample	
Controlled Substance Quantitative Analysis	\$50.00/ sample	
Fire Debris Analysis	\$50.00/ sample	
Blood Alcohol Analysis	\$30.00/ sample	
Statistical Blood Alcohol Analysis	\$35.00/ sample	
<b>Latent Prints</b>		
Processing, Comparison, AFIS search	\$50.00/ hour	
<b>Crime Scene</b>		
Field/ Lab Process	\$50.00/ hour/CSI	
Travel	\$50.00/ hour/CSI	
Admin (ie. evidence submission/ report)	\$50.00/ hour/CSI	
Photo Lineup	\$50.00/ hour/CSI	
<b>Additional Charges</b>		
Photo CD Created-by request (non-law enforcement)	\$50.00	
Expert Court Testimony + expenses	\$50.00/ hour	
Expedited Analysis Fee	\$50.00/ case	
Other:		

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

**\*16d.  
10/1/19**

<b>COUNCIL MEETING DATE:</b>	10/01/2019	<b>AGENDA ITEM TYPE:</b>	
		SPECIAL PRESENTATION	<input type="checkbox"/>
<b>SUBMITTED BY:</b>  Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		ORDINANCE	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CONSENT	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

**SUBJECT:**

15th Street Extension

**SYNOPSIS:**

Approve the Agreement between the City of Bellevue and HGM Associates, Inc. for the 15th Street Extension Project.

**BACKGROUND**

The consultant will provide basic engineering services for the preliminary design of the 15th Street Extension Project. The Scope of Work is outlined in Exhibit A.

**FISCAL IMPACT:** \$74,050.000 **BUDGETED FUNDS?** N/A FYE 2019 **GRANT/MATCHING FUNDS?** N/A

1 & 6 M146(294A)

FYE 2019 BUDGET \$200,000

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b>	N/A	<b>COUNTER-PARTY:</b>		<b>INTERLOC</b>	N/A
<b>CONTRACT DESCRIPTION:</b>					
<b>CONTRACT EFFECTIVE DATE:</b>		<b>CONTRACT TERM:</b>		<b>CONTRACT END DATE:</b>	
<b>PROJECT NAME:</b>					
<b>START DATE:</b>		<b>END DATE:</b>		<b>PAYMENT DATE:</b>	
			<b>INSURANCE REQUIRED</b>		
<b>CIP PROJECT NAME:</b>	15th Street Extension		<b>CIP PROJECT NUMBER:</b>	ST19(6)	
<b>MAPA NAME(S):</b>			<b>MAPA NUMBER(S):</b>		
<b>STREET DISTRICT NAME(S):</b>			<b>STREET DISTRICT NUMBER(S):</b>		
<b>ACCOUNTING DISTRIBUTION CODE:</b>			<b>ACCOUNT NUMBER:</b>		

**RECOMMENDATION:**

Request approval of the Agreement and authorize the Mayor to sign the Agreement between the City of Bellevue and HGM Associates, Inc. for the 15th Street Extension Project not to exceed \$74.050.00

**ATTACHMENTS:**

1 Letter Form Agreement

2

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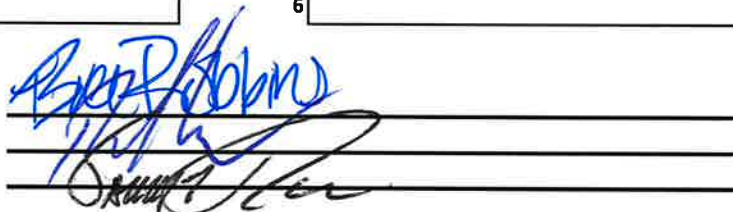
6

**SIGNATURES:**

**LEGAL APPROVAL AS TO FORM:**

**FINANCE APPROVAL AS TO FORM:**

**ADMINISTRATOR APPROVAL TO SUBMIT:**





April 26, 2019

**Mr. Dean Dunn, P.E.**  
**City of Bellevue Public Works Department**  
1510 Wall Street  
Bellevue, NE 68005

**Subject: 15<sup>th</sup> Street Extension**  
**Preliminary Design (60%)**  
**HGM Proposal No. 000719-109**

Dear Dean:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering and surveying services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A; the attached General Provisions labeled as Exhibit B; and the attached Tasks & Manhours labeled as Exhibit C.

HGM will provide Basic Engineering Services for the Preliminary Design (60%) of the 15<sup>th</sup> Street Extension. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services and/or Construction Period Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with cost not to exceed of \$74,050. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

We anticipate that we will be able to begin work on this project within 5 working days of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all work can then be completed within 120 calendar days of your authorization to proceed. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

**Please indicate your acceptance of this agreement by signing where indicated below and mailing one original signed copy to this office; or, you may scan a complete set of this document and email it in its entirety to HGM.**

Yours very truly,  
HGM ASSOCIATES INC. - CONSULTANT



John F. Krager III, P.E.  
Senior Project Manager



Stephen W. Moffitt, P.E.  
Vice President

Acceptance of Proposal:  
CITY OF BELLEVUE PUBLIC WORKS DEPARTMENT - CLIENT

---

Authorized Signature

---

Printed Name & Title

---

Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated April 26, 2019 between: CITY OF BELLEVUE PUBLIC WORKS DEPARTMENT (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: 15<sup>th</sup> Street Extension

Preliminary Design (60%)

HGM Proposal No. 000719-109

The project consists of the preliminary design and investigation for the extension of 15<sup>th</sup> Street from the Kennedy Expressway ROW west to 25<sup>th</sup> Street. The proposed roadway would be designed as a collector street with a 32-foot wide curbed and gutter section with storm sewer and a 5-foot sidewalk within a 60-foot ROW. The road would be located along the south side of Willow Springs subdivision just north of the UPRR ROW. The general alignment proposed roadway would parallel the UPRR ROW westerly to 25<sup>th</sup> Street. The preliminary design will look at options for the intersection configurations at Hogantown Drive at 17<sup>th</sup> Street and at 25<sup>th</sup> Street.

The scope of work also includes coordinating with Utility Companies and UPRR for any design requirements or impacts with their facilities. Topographic survey, ROW acquisition and homeowner relocation costs, and a wetland delineation are included in the Basic Services.

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

1. PRELIMINARY DESIGN (60%)

The CONSULTANT will perform the following tasks for the CLIENT during the preliminary design phase:

- A. Attend pre-design meeting with CLIENT to determine design direction/requirements.
- B. Field Investigation of Project Site.
- C. Wetland Delineation.
  - 1. Delineation of the area on the proposed 15<sup>th</sup> Street ROW from Kennedy Expressway to west of 25<sup>th</sup> Street as needed for proposed extension alignment.
- D. Coordinate with Utility companies to assess any conflicts within the project limits to include providing to the utilities the following drawings:
  - 1. Topographic survey plan
  - 2. Preliminary plans
- E. Coordinate with UPRR for requirements for construction adjacent to their track and ROW located along the south side of the proposed 15<sup>th</sup> Street ROW.
- F. Provide topographic and property line survey of the proposed 15<sup>th</sup> Street Corridor from Kennedy Expressway to west of 25<sup>th</sup> Street to accommodate proposed design.
- G. Develop Preliminary Roadway Horizontal & Vertical Alignments according to City of Bellevue Public Works requirements and Nebraska Minimum Design Standards.

- H. Investigate Intersection Geometric Options for an intersection with the Willow Springs subdivision at Hogantown Drive at 17<sup>th</sup> Street and for an intersection with 25<sup>th</sup> Street. Develop concept drawings and attend a meeting with CLIENT to determine preferred intersection configurations.
- I. Preliminary Hydrology and Hydraulic Study for the Drainage Channel and Culverts at 25<sup>th</sup> Street and a proposed culvert at the Drainage Channel from Willow Springs near 18<sup>th</sup> Street.
- J. Prepare Preliminary Plan & Profile Drawings.
- K. Develop Preliminary Roadway Cross Sections.
- L. Review ROW needs for proposed extension. Research Titles on affected properties; prepare appraisals of associated ROW takings and homeowner relocations; and prepare project ROW costs.
- M. Complete design and Final Construction Drawings. Anticipated drawings include:
  - 1. Cover Sheet
  - 2. Typical Roadway Sections
  - 3. Enlarged Plans of Intersection Geometrics
  - 4. Roadway Plan & Profile Drawings
  - 5. Drainage Structure Sections
  - 6. Roadway Cross Sections
  - 7. ROW Plan
- N. Develop preliminary quantities and opinion of probable cost.
- O. Provide CLIENT one-week prior to Preliminary Design Review Meeting:
  - 1. Electronic file of preliminary plan set .PDF format (11" x 17")
  - 2. Project Cost Estimate
- P. Attend Preliminary Design Review Meeting with CLIENT.

This scope of work does not include:

- 1. Time for meetings with the Bellevue City Council or other agencies beyond the meeting noted above. (Meetings will be charged at an hourly rate upon request by Client.)

#### CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

- A. Provide right of entry for the following properties:
  - 1. Property: Lot 140 – The Town  
Location: NE corner of 25<sup>th</sup> and Gilmore Road  
Ownership: Sarpy County School District 001
  - 2. Property: Tax Lot 22A  
Location: NW corner of 25<sup>th</sup> and Gilmore Road  
Ownership: Michael Luke Hogan

This is an exhibit attached to and made part of the letter agreement dated April 26, 2019 between: CITY OF BELLEVUE (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

**Ownership of Instruments of Service:** All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

**CADD/Electronic Files:** In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

**Termination or Suspension:** If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

**Plan Revisions:** If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

**Information Furnished by CLIENT:** CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**Information Furnished by Utility Companies:** The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

**Successors and Assigns:** Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

**Limitation of Liability:** The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.



**Waiver of Consequential Damages:** Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

**Opinion of Probable Construction Cost:** Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

**Construction Phase Services:** (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**Jobsite Safety:** That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

**Construction Staking:** That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

**Hazardous Materials:** The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

**Mediation:** Any claims or disputes under this agreement shall be submitted to non-binding mediation.

**Residency Verification Clause:** Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each party shall 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.

## EXHIBIT C

**HGM ASSOCIATES, INC.**  
**Fee Summary**

Date: 4/23/2019  
 Print date: 4/26/2019

**15th Street Extension - Preliminary Design**  
**Bellevue Nebraska**

<b>SALARY EXPENSES</b>						
Classification	Manhours		Rate		Cost	
Project Manager /Senior Project Engineer	57	X	\$ 195.51	=	\$ 11,144.07	
Project Engineer	40	X	\$ 177.33	=	\$ 7,093.20	
Design Engineer	121	X	\$ 114.75	=	\$ 13,884.75	
Engineering Technician	145	X	\$ 102.60	=	\$ 14,877.00	
Licensed Surveyor	13	X	\$ 140.00	=	\$ 1,820.00	
Survey Crew	56	X	\$ 175.00	=	\$ 9,800.00	
Administrative Assistant	8	X	\$ 70.50	=	\$ 564.00	
<b>TOTAL SALARY EXPENSES</b>					<b>\$ 59,183.02</b>	
<b>NON-SALARY EXPENSES</b>						
Right of Way Services (Midwest Right of Way Services Inc.)					\$ 7,140.00	
Wetlands Delineation					\$ 7,722.00	
<b>TOTAL NON-SALARY EXPENSES</b>					<b>\$ 14,862.00</b>	
<b>TOTAL EXPENSES</b>					<b>\$ 74,045.02</b>	

## ADDENDUM

This Addendum is made this 26th day of April, 2019, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as "City") and HGM Associates Inc., (hereinafter referred to as "Contractor"), pursuant to the Contract entered into between the parties dated the 26th of April, 2019.

City and Contractor agree that the following provision is agreed to and incorporated by reference into the Agreement:

### NEW EMPLOYEE WORK ELIGIBILITY STATUS

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](http://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.

Date: April 26, 2019.

**THE CITY OF BELLEVUE, NEBRASKA**

**HGM ASSOCIATES INC.- CONSULTANT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: 

Name: STEPHEN W. MOFFITT, P.E.

Title: VICE PRESIDENT

**ATTEST:**

\_\_\_\_\_  
City Clerk

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

16e.  
10/1/19

<b>COUNCIL MEETING DATE:</b>	October 1, 2019	<b>AGENDA ITEM TYPE:</b>	
		SPECIAL PRESENTATION	<input type="checkbox"/>
<b>SUBMITTED BY:</b>		ORDINANCE	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
Perry Guido, Fire Chief		RESOLUTION	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CONSENT	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

**SUBJECT:**

Amended EMS Medical Director Agreement and attachments.

**SYNOPSIS:**

The council previously approved this agreement, however additional changes were presented after approval.

**BACKGROUND**

1. Compensation was corrected to reflect the current \$ amount, which increased since 2014 contract. 2. Dates were changed to continue the same annual pattern as the previous contract (July 1 - June 30th). 3. Exhibit "A" was updated to newest version of HIPPPA.

**FISCAL IMPACT:** \$ 41,569.02      **BUDGETED FUNDS?** Yes      **GRANT/MATCHING FUNDS?** N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b>	N/A	<b>COUNTER-PARTY:</b>		<b>INTERLOC</b>	N/A
<b>CONTRACT DESCRIPTION:</b>					
<b>CONTRACT EFFECTIVE DATE:</b>		<b>CONTRACT TERM:</b>		<b>CONTRACT END DATE:</b>	
<b>PROJECT NAME:</b>					
<b>START DATE:</b>		<b>END DATE:</b>		<b>PAYMENT DATE:</b>	
			<b>INSURANCE REQUIRED</b> <input type="checkbox"/>		
<b>CIP PROJECT NAME:</b>			<b>CIP PROJECT NUMBER:</b>		
<b>MAPA NAME(S):</b>			<b>MAPA NUMBER(S):</b>		
<b>STREET DISTRICT NAME(S):</b>			<b>STREET DISTRICT NUMBER(S):</b>		
<b>ACCOUNTING DISTRIBUTION CODE:</b>			<b>ACCOUNT NUMBER:</b>		

**RECOMMENDATION:**

Approve the Amended EMS Medical Director Agreement to reflect the changes since last approval.

**ATTACHMENTS:**

1 Agreement

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**SIGNATURES:**

**LEGAL APPROVAL AS TO FORM:**

**FINANCE APPROVAL AS TO FORM:**

**ADMINISTRATOR APPROVAL TO SUBMIT:**

## **AMENDED EMS MEDICAL DIRECTOR AGREEMENT**

**THIS AGREEMENT** is entered into by and between the **City of Bellevue**, a municipal corporation located in Sarpy County, Nebraska, (hereinafter "BELLEVUE"), and **UNMC Physicians** (hereinafter "UNMCP"), a Nebraska non-profit corporation, whose principal address is 981150 Nebraska Medical Center, Omaha, NE 68198-1150 (hereinafter "UNMC").

### **RECITALS**

**WHEREAS**, it is the desire of BELLEVUE to provide an Emergency Medical Service which entails an organized emergency medical response or transportation unit, or both, which utilizes the services of persons certified as Emergency Medical Technicians-B, Emergency Medical Technicians-1/85, and Emergency Medical Technicians-P, (collectively referred to herein as "Out-of-Hospital Care Providers") and which has been approved by the Nebraska Board of Advanced Emergency Medical Care; and the State of Nebraska Department of Health;

**WHEREAS**, the statutes of the state of Nebraska require that an approved Emergency Medical Service necessitates a Physician Medical Director who shall be an approved, licensed physician who shall be responsible for the overall medical control of the Emergency Medical Service;

**WHEREAS**, UNMCP employs or otherwise contracts with physicians licensed to practice medicine in the state of Nebraska who are qualified to provide competent medical direction and overall supervision of the medical aspect of an Emergency Medical Service; and

**WHEREAS**, BELLEVUE desires to employ UNMCP, for the provision of a properly qualified physician to serve as the Physician Medical Director and Assistant Physician Medical Director for BELLEVUE's Emergency Medical Service, and UNMCP desires to be so employed.

**NOW, THEREFORE**, in consideration of these mutual covenants, the parties agree as follows:

#### **I. DUTIES AND RESPONSIBILITIES:**

A. UNMCP represents and warrants that it will provide BELLEVUE with a properly qualified physician to serve as the Physician Medical Director for BELLEVUE's Emergency Medical Service. UNMCP shall initially provide Eric V. Ernest, M.D. to serve as the Physician Medical Director of BELLEVUE's Emergency Medical Service and an Assistant Physician Medical Director to be approved by the Fire Chief of the Bellevue Fire Department.

B. In the event of the death, disability, resignation or termination of the Physician Medical Director or Assistant Physician Medical Director, UNMC shall promptly select a new Physician Medical Director and/or Assistant Physician Medical Director provided that BELLEVUE must first approve such selection.

C. In the event the Physician Medical Director is not available, then the Assistant

Physician Medical Director shall be required to fulfill all duties and responsibilities as set forth in the following paragraphs: D and E, including all subparagraphs 1-19. If there is a disagreement between an order and/or directive provided by the Physician Medical Director and the Assistant Physician Medical Director, the order and/or directive received from the Physician Medical Director shall stand and take precedence.

D. The Physician Medical Director shall be expected to devote an average of five (5) hours per week, fifty-two (52) weeks per year, to performing the services of this Agreement. Such hours shall include a weekly meeting with the EMS Chief and the paramedic shift supervisor(s). In addition, the Physician Medical Director shall be reasonably available to consult with BELLEVUE's Emergency Medical Services personnel as necessary.

E. The duties and responsibilities of the Physician Medical Director shall include, but not be limited to, the following:

1. Making recommendations concerning appropriate supplies and equipment to be carried by the Emergency Medical Service's ambulances and personnel as authorized by the Emergency Medical Service's license;
2. Establishing and approving written policies concerning sanitation and infection control in accordance with applicable laws and regulations and in coordination with the BELLEVUE Fire Department Infectious Disease Control Officer;
3. Establishing and approving written procedures for disposal of equipment and supplies identified by the manufacturer as single use or disposable;
4. Coordinating training and continuing education program(s) for the Emergency Medical Service's personnel;
5. Notifying the Nebraska Department of Health and Human Services Regulation and Licensure ("Department") of the name(s) of the licensed Emergency Medical Services personnel for which s/he is serving as the physician medical director;
6. Provide off-line medical direction services to include specification, review, and approval of the service protocols, quality improvement reviews, personnel evaluations for clinical fitness for duty/coverage by medical malpractice, advice to Bellevue Fire Department EMS regarding EMS and medical direction, and other mutually agreed upon duties.
7. Limiting the skills that each member of the Emergency Medical Service may perform until satisfied that the out-of-hospital emergency care provider has satisfactorily completed a training program for the skill;
8. Supervising the development of a medical quality control program for the service in accordance with all applicable laws and regulations, including but not

limited to, conducting an annual review of protocols and standing orders; medical care audits as determined necessary by the Physician Medical Director; continuing medical education for the Emergency Medical Services personnel and conducting yearly evaluations of all Emergency Medical Services personnel, continual review of treatment provided by Emergency Medical Services personnel, and evaluation of patient treatment in coordination with the area hospital emergency department physicians;

9. Ensuring that each written standing order and/or protocol is appropriate for the certification and skill level of each of the individuals to whom the performance of medical acts is delegated and authorized;

10. Assist the EMS Supervisor in setting up and evaluating a continuous quality improvement programs in accordance with the state and federal regulations.

11. Continually evaluating the competency of the Emergency Medical Service's personnel of the BELLEVUE's Emergency Medical Service, to operate a recording monitor/defibrillator, in accordance with all applicable laws and regulations.

12. Establishing procedures, protocols and policies for the distribution, storage, and security of medications and controlled substances utilized by the service;

13. Registering and managing all controlled substances that are utilized by BELLEVUE's Emergency Medical Service in accordance with state and federal statutes and regulations; including but not limited to, developing, implementing and maintaining comprehensive record keeping and security measures for controlled substances used or carried by BELLEVUE's Emergency Medical Service;

14. Maintaining liaison with other physicians, including the medical director and assistant medical director, of the BELLEVUE approved training program and the supervising physician(s) of BELLEVUE's Emergency Medical Service;

15. Inform the department in writing of any change in the BELLEVUE Emergency Medical Service operation;

16. Retaining ultimate authority and responsibility for monitoring and supervision, for establishing protocols, for standing orders and for the overall supervision of the medical aspects of the emergency medical service.

17. Assist in the coordination of research projects and their implementation to include the obtaining of grants.

18. Assist in the planning and implementation of new/expanded programs that promote the public welfare and the welfare of the agency's personnel.

## **II. COMPENSATION:**

1. BELLEVUE agrees to pay the sum of Forty-One Thousand Five Hundred Sixty-Nine Dollars and Two Cents (\$41,569.02) per annum for the full and completed performance of the terms of this Agreement to UNMC. BELLEVUE and UNMC agree that if, during the term of this Agreement, this Agreement is terminated for any reason, payment shall be prorated to the date of termination.

2. The payment referred to in section II.A. (above) shall be payable in equal quarterly payments commencing July 1, 2019. Such payment shall be due no later than the 15th day of the month in which the payment is due. Any payments not made on or prior to the 15th day of the month in which the payment is due shall accrue interest at the rate of 1.5% per month.

3. Beginning on the first anniversary of this Agreement and continuing on each subsequent anniversary an annual inflationary adjustment of three and one-half percent (3.5%) shall be applied to the compensation provided for in paragraph II.1. above.

## **III. TERM AND TERMINATION:**

A. The term of this Agreement shall commence July 1, 2019, and remain in full force and effect for a period of one (1) year ending June 30, 2020. Thereafter, this Agreement shall automatically renew for additional terms of one (1) year unless and until either party provides at least sixty (60) days notice of its intent not to renew this Agreement.

B. This Agreement shall be terminated upon the happening of any of the following events:

1. By either party, upon thirty (30) days prior written notice to the other party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within thirty (30) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect;

2. By BELLEVUE, immediately upon written notice to UNMCP, in the event of:

- (a) the limitation, suspension or loss of the Physician Medical Director's medical license or
- (b) the conviction of Physician Medical Director of any felony or offense involving moral turpitude; or

3. Notwithstanding the above, either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party.

## **IV. PROFESSIONAL LIABILITY INSURANCE:**

UNMCP shall provide and maintain professional liability insurance coverage for the Physician



Medical Director and the Assistant Physician Medical Director, with total limits of \$1 million per claim and \$3 million aggregate coverage per year ("Professional Liability Insurance"), and UNMCP will provide a certificate of such Professional Liability Insurance to BELLEVUE upon request. UNMCP shall be responsible for payment of the premiums to maintain such Professional Liability Insurance in force. If such insurance is "claims made", an extended reporting endorsement ("Tail") for such Professional Liability Insurance shall be purchased in the event of the termination of the Physician Medical Director's services, and UNMCP shall be responsible for and shall pay any such Tail insurance premium.

## **V. INDEPENDENT CONTRACTOR:**

A. UNMCP, the Physician Medical Director and Assistant Physician Medical Director (whether acting as an employee or through other contractual relationship with UNMCP) shall act as independent contractors, in relation to BELLEVUE in the performance of their duties under this Agreement. The sole interest of BELLEVUE is to assure that the services shall be performed in a competent, efficient and satisfactory manner for the care and well-being of the patient population.

1. BELLEVUE will not treat Physician Medical Director or the Assistant Physician Medical Director as an employee of BELLEVUE for purposes of the Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), the Medicare tax, income tax withholding, workers' compensation, unemployment insurance, life insurance, travel insurance, group insurance, disability insurance, death benefits, pension or profit sharing plans, or any other expense customarily paid by an employer with respect to an employee.

2. Physician Medical Director and the Assistant Physician Medical Director will not receive sick leave or vacation with pay from BELLEVUE.

B. Nothing in this Agreement shall be deemed to restrict in any way the prerogative and responsibility of Physician Medical Director and/or the Assistant Physician Medical Director to exercise independent medical judgment in all matters within the scope of Physician Medical Director's license and duties relative to the provision of services hereunder.

## **VI. GENERAL PROVISIONS:**

A. Severability. In the event that any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law in any jurisdiction which governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

B. Construction of Agreement. The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against UNMCP, Physician Medical Director or BELLEVUE. The headings preceding each paragraph are for convenience only and shall not in any way be construed to affect the meaning of the paragraphs themselves.

C. Assignments Prohibited. Nothing in this Agreement shall be construed to permit assignment by BELLEVUE or UNMCP of any rights or duties under this Agreement and such assignment is expressly prohibited.

D. Hold Harmless. UNMCP agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto BELLEVUE. UNMCP agrees to indemnify, defend and hold harmless BELLEVUE, its directors, officers, agents, and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of UNMCP's services under this Agreement.

BELLEVUE similarly agrees to accept and be responsible for its own acts or omissions, as well as those acts or omissions of its employees, and nothing in this Agreement shall be interpreted to place any such responsibility onto UNMCP, the Physician Medical Director or the Assistant Physician Medical Director. BELLEVUE agrees to indemnify, defend and hold harmless UNMCP, its directors, officer, agents, and employees, including the Physician Medical Director or the Assistant Physician Medical Director, from and against all claims, actions or causes of actions, including attorney fees arising out of BELLEVUE's actions or services under this Agreement.

E. Notice. The following named individuals shall be the authorized representatives of the parties to this Agreement. Moreover, any notice required or permitted to be given under this Agreement shall be in writing, and shall be delivered personally, or sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid, to the authorized representatives at the address listed below:

If to BELLEVUE:  
City of Bellevue  
211 W. 22<sup>nd</sup> Ave.  
Bellevue, NE 68005  
Attn: Fire Chief

If to UNMCP:  
UNMC Physicians  
Dept of Emergency Medicine  
981150 University of Nebraska Medical Center  
Omaha, Nebraska 68198-1150  
Attn: Department Chair

With a copy to: Nebraska Medicine  
Attn: Legal Department  
988176 Nebraska Medical Center  
Omaha, NE 68198-8176

F. Entire Agreement; Amendments; No Waiver. This Agreement contains the entire agreement between the parties with respect to the matters covered by this Agreement and supersedes all prior negotiations, agreements and employment agreements between the parties, whether oral or in writing. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

G. Equal Opportunity. The parties hereto shall not discriminate against any patient or employee because of race, color, handicap, age or national origin nor shall there be any such discrimination in the employment practices and personnel policies of either party.

Refusal by UNMCP or any subcontractor to comply with any portion of this program as therein stated and described will subject the offending party to refusal of all future bids for any contracts with BELLEVUE or any of its departments or divisions until such time as UNMCP or subcontractor demonstrates that s/he has established and shall carry out the policies of the program as herein outlined.

H. Government Access to Records. In accordance with 42 U.S.C. Section 1395x(v)(1) and 42 C.F.R. Section 402.300-402.304, UNMCP agrees that it will provide to the extent allowable by the law the Secretary of Health and Human Services and the Comptroller General access to the Agreement between UNMCP and BELLEVUE, and to such of UNMCP's books, documents and records necessary to verify the cost of services performed until the expiration of four (4) years after the services are furnished. Such access shall be provided upon written request from the Secretary of Health and Human Services or the Comptroller General or their authorized representatives. If UNMCP carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the federal Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, any books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to said subcontract.

I. HIPAA Compliance. UNMCP acknowledges that BELLEVUE is bound by law to have written agreements with its business partners who may have access to patient information requiring compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations promulgated thereunder. Accordingly, UNMCP shall execute the Agreement attached hereto as Exhibit A. Failure by UNMCP to comply with this provision shall result in immediate and automatic termination of the Agreement without penalty or cost to BELLEVUE.

J. Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

K. Confidentiality. Neither party to this Agreement nor their employees or agents, shall disclose to any unauthorized person any confidential information received in the course of the association created through this Agreement.

L. Applicable Law. Parties to this Agreement shall comply with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and performance of this Agreement.

M. Interest of UNMCP. UNMCP covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement. UNMCP further covenants that it shall not employ or contract with any person having any such interest in the performance of this Agreement.

N. Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative of both parties.

## **VII. MISCELLANEOUS PROVISIONS**

A. The Physician Medical Director and Assistant Physician Medical Director shall be furnished with turn out gear including current fire standard jacket, pants, boots, nomex hood, gloves, and helmet to provide personal protection while on a potentially hazardous scene. The Physician Medical Director and Assistant Physician Medical Director understand that they will only operate in EMS functions.

B. The Physician Medical Director and Assistant Physician Medical Director shall be furnished a digital handheld radio capable of receiving and transmitting as well as monitoring of dispatch, fireground, and hospital channels.

C. The Physician Medical Director and Assistant Physician Medical Director will be allowed to train with EMS providers in the areas of confined space, trench rescue, extrication, and hazmat operations as well as regularly scheduled EMS training in order to develop or revise specialized EMS protocols and standing orders for the Bellevue Fire Department.

D. The Physician Medical Director and Assistant Physician Medical Director shall be issued two (2) duty collared shirts.

E. The Physician Medical Director and Assistant Physician Medical Director shall have rights to operate a response vehicle designated by the Fire Chief after showing completion of an approved DOT CEVO course.

F. The Physician Medical Director and Assistant Physician Medical Director shall receive orientation with personal protective equipment, communication equipment, and other agency-issued supplies.

## **VIII. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

UNMCP 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

UNMC Physicians

City of Bellevue

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## AMENDED BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “Agreement”) is entered into by and between City of Bellevue, a municipal corporation located in Sarpy County, Nebraska, (herein referred to as “Covered Entity”), and The Nebraska Medical Center, a Nebraska not-for-profit corporation with an address located at 987400 Nebraska Medical Center, Omaha, NE 68178-7400 (herein referred to as “Business Associate”) and shall be effective on the later of the dates of the parties’ signatures below (the “Effective Date”).

### **1. Definitions.**

- 1.1. “HIPAA Regulations” means the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the regulations promulgated thereunder, including (i) the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164 (Subparts A and E) (the “HIPAA Privacy Rule”); (ii) the Administrative Requirements applicable to Transactions at 45 C.F.R. Parts 160 and 162 (Subparts A and I) (the “Electronic Transactions Rule”); (iii) the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164 (Subparts A and C) (the “HIPAA Security Rule”); and (iv) the Standards for Notification in the Case of Breach of Unsecured Protected Health Information at 45 C.F.R. Parts 160 and 164 (Subparts A and D).
- 1.2. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).
- 1.3. “Protected Health Information” or “PHI” shall have the same meaning as such term in the HIPAA Regulations but as used herein shall be limited to the PHI received by Business Associate from or on behalf of Covered Entity, is created by Business Associate on behalf of Covered Entity, or is made accessible to Business Associate by Covered Entity.
- 1.4. “Services” means all functions performed by Business Associate under the EMS Medical Director Agreement dated July 1, 2019 on behalf of Covered Entity which involve the creation, receipt, maintenance or transmission of PHI by Business Associate or its agents or Subcontractors on behalf of Covered Entity.
- 1.5. “Successful Security Incident” shall mean a Security Incident that results in the unauthorized access, acquisition, use, disclosure, modification, or destruction of PHI.
- 1.6. “Unsuccessful Security Incident” shall mean a Security Incident that does not result in unauthorized access, acquisition, use, disclosure, modification, or destruction of PHI (including, for example, and not for limitation, pings or other broadcast attacks on Business Associate’s firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses).
- 1.7. Except as otherwise set forth in this Agreement, capitalized terms used, but not otherwise defined, in this Agreement shall have the same meanings as those terms in the HIPAA Regulations. A reference in this Agreement to the HIPAA Regulations, the HIPAA Privacy Rule, the Electronic Transactions Rule, the HIPAA Security Rule and the HITECH Act means the law or regulation as amended by the HITECH Act and as may be further amended from time to time. Any ambiguity in this Agreement shall be resolved to permit

compliance with the HIPAA Regulations.

## **2. Business Associate's Satisfactory Assurances.**

- 2.1. *Permitted Uses of PHI.* Business Associate shall Use PHI only as necessary to perform the Services, for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities. Business Associate may perform data aggregation with regard to the health care operations of Covered Entity.
- 2.2. *Permitted Disclosures of PHI.* Business Associate shall Disclose PHI only:
  - 2.2.1. As necessary to perform the Services;
  - 2.2.2. For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that:
    - 2.2.2.1. The Disclosure is Required By Law; or
    - 2.2.2.2. Prior to the Disclosure, Business Associate obtains reasonable written assurances from the person or entity to whom the PHI is Disclosed that:
      - (a) the PHI will be held in confidence and Used or further Disclosed only as Required By Law or for the lawful purpose for which it was Disclosed to the person or entity; and
      - (b) the person or entity will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached within three (3) business days of becoming aware of the occurrence.
- 2.3. *Confidentiality Obligation.* Business Associate will not Use or Disclose PHI other than as permitted by this Agreement or as Required By Law.
- 2.4. *Safeguards.* Business Associate agrees to implement appropriate administrative, physical, and technical safeguards to prevent the unauthorized Use and Disclosure of PHI, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, as required by the HIPAA Regulations. Without limiting the foregoing, Business Associate agrees to comply with the requirements of the HIPAA Security Rule.
- 2.5. *De-identification.* Business Associate may de-identify Protected Health Information and use such de-identified information for its own purposes without the prior written consent of Covered Entity.
- 2.6. *Access.* If and to the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall make the PHI specified by Covered Entity available to the individual(s) identified by Covered Entity as being entitled to access or to the Covered Entity in accordance with 45 C.F.R. § 164.524. If Covered Entity determines that an Individual is entitled to such access, and that such PHI is under the control of Business Associate, Covered Entity will communicate the decision to Business Associate. Business Associate shall provide access to the PHI in the same manner as would be required for

Covered Entity. If Business Associate receives an Individual's request to access his or her PHI, Business Associate shall forward such request to Covered Entity within ten (10) business days.

- 2.7. *Amendment.* Upon request by an Individual, Covered Entity shall determine whether any Individual is entitled to amend his or her PHI pursuant to 45 C.F.R. § 164.526. If Covered Entity determines that an Individual is entitled to such an amendment, and that such PHI is both in a Designated Record Set and under the control of Business Associate, Covered Entity will communicate the decision to Business Associate. Business Associate shall provide an opportunity to amend the PHI in the same manner as would be required for Covered Entity. If Business Associate receives an Individual's request to amend his or her PHI, Business Associate shall forward such request to Covered Entity within ten (10) business days.
- 2.8. *Accounting.* Upon Covered Entity's request, Business Associate shall make available to Covered Entity the information necessary to provide an accounting of each Disclosure of PHI made by Business Associate in accordance with 45 C.F.R. § 164.528. If Business Associate receives an Individual's request for an accounting of Disclosures, Business Associate shall forward such request to Covered Entity within ten (10) business days and will thereafter follow the directions of Covered Entity with respect to such a request for an accounting.
- 2.9. *Restrictions on Disclosures.* Upon request by an Individual, Covered Entity shall determine whether an Individual is entitled to a restriction on disclosure of PHI pursuant to 45 C.F.R. § 164.522. If Covered Entity determines that an Individual is entitled to such a restriction, Covered Entity will communicate the decision to Business Associate. Business Associate will restrict its Disclosures of the Individual's PHI in the same manner as would be required for Covered Entity. If Business Associate receives an Individual's request for a restriction, Business Associate shall forward such request to Covered Entity within ten (10) business days.
- 2.10. *Activities to Assist Covered Entity's Compliance with the HIPAA Privacy Rule.* In the event the performance of the Services requires Business Associate to perform any activity on behalf of Covered Entity in order to assist Covered Entity in complying with the HIPAA Privacy Rule, Business Associate agrees to comply with the requirements of the HIPAA Privacy Rule that apply to Covered Entity in the performance of such activity.
- 2.11. *Access to Books and Records.* Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining compliance with the HIPAA Regulations.
- 2.12. *Agents and Subcontractors.* In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions and conditions that apply through this Agreement to Business Associate. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the Subcontractor in providing the services as if they were Business Associate's own acts failures or omissions to the extent permitted by law.



2.13. *Reporting of Violations.* Business Associate shall report to Covered Entity any of the following events within ten (10) business days of becoming aware of the occurrence of the event:

2.13.1. Any Use or Disclosure of PHI not authorized by this Agreement;

2.13.2. Any Successful Security Incident; and

2.13.3. Any acquisition, access, Use or Disclosure of Unsecured PHI in a manner not permitted by this Agreement or the HIPAA Privacy Rule. Such report shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used or Disclosed. As soon as possible thereafter, and to the extent known, Business Associate shall also provide Covered Entity with a description of:

2.13.3.1. What happened, including the date of the acquisition, access, Use or Disclosure and the date of its discovery;

2.13.3.2. The types of Unsecured PHI involved in the acquisition, access, Use or Disclosure;

2.13.3.3. Any steps Individuals should take to protect themselves from potential harm from the acquisition, access, Use or Disclosure; and

2.13.3.4. What Business Associate is doing to investigate the acquisition, access, Use or Disclosure, to mitigate harm to Individuals, and to protect against any further unpermitted acquisition, access, Use or Disclosure of Unsecured PHI.

2.14. *Reporting Unsuccessful Security Incidents.* The Parties acknowledge and agree that this Agreement constitutes notice by Business Associate to Covered Entity that attempted but Unsuccessful Security Incidents regularly occur and that no further notice will be made by Business Associate unless there has been a Successful Security Incident.

2.15. *Cooperation with Violations.* Business Associate will cooperate with Covered Entity's investigation and/or risk assessment with respect to any report made pursuant to Sections 2.13 or 2.14.

2.16. *Mitigation.* Business Associate agrees to mitigate any harmful effect resulting from a Security Incident involving PHI or any Use or Disclosure of PHI by Business Associate or its Subcontractors in violation of the requirements of this Agreement, the HIPAA Regulations, or other applicable law.

2.17. *No Remuneration for PHI.* Business Associate shall not receive remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by the HIPAA Regulations.

3. **Standard Transactions.** To the extent Business Associate conducts on behalf of Covered Entity all or part of a Transaction, Business Associate shall comply with the Electronic Transactions Rule.

4. **Term and Termination.**

- 4.1. *Term.* This Agreement begins on the Effective Date and remains in effect until all obligations of the parties have been met, including return or destruction of all PHI in Business Associate's possession (or in the possession of its Subcontractors), unless sooner terminated herein.
- 4.2. *Termination.* Covered Entity may terminate this Agreement in the event it determines that Business Associate has violated a material term of this Agreement and such violation has not been remedied within ten (10) days following written notice to Business Associate.
- 4.3. *Survival.* Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the execution of this Agreement, and shall remain in effect and binding upon the Parties until they have fulfilled all of their obligations hereunder, and the statute of limitations shall not commence to run until the time such obligations have been fulfilled. Any terms of this Agreement that must survive the expiration or termination of this Agreement in order to have their intended effect shall survive the expiration or termination of this Agreement whether or not expressly stated.
- 4.4. *Duties Upon Termination.* Upon termination of this Agreement, Business Associate shall either return or destroy all PHI in the possession or control of Business Associate or its Subcontractors. However, if conditions exist as determined by Business Associate which make return or destruction infeasible, Business Associate may retain PHI, provided that it extends the protections of this Agreement to the information and limits further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

## **5. General Provisions**

- 5.1. *No Third Party Beneficiaries.* This Agreement is for the sole benefit of the Parties, and there are no third-party beneficiaries to the Agreement.
- 5.2. *Future Amendments to HIPAA or HIPAA Regulations.* Upon the enactment of any law or regulation affecting the Use or Disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the parties agree to amend this Agreement in such manner as is necessary to comply with such law or regulation. If the parties are unable to agree on an amendment within thirty (30) days, either party may terminate this Agreement (and any corresponding Services Agreement) on not less than thirty (30) days' written notice to the other.
- 5.3. *No Assignment.* Business Associate's duties under this Agreement may not be transferred, assigned or assumed by any other person, in whole or in part, without the prior written consent of Covered Entity. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective permitted successors and assigns.
- 5.4. *No Ownership.* Any Protected Health Information provided by Covered Entity, its employees, agents, consultants or Subcontractors to Business Associate, or created, obtained, procured, Used or accessed by Business Associate on Covered Entity's behalf,

shall at all times be and remain the sole property of Covered Entity, and Business Associate shall not have or obtain any rights therein except as stated herein.

- 5.5. *Remedies.* The Parties agree that the remedies at law for a violation of the terms of the Agreement may be inadequate and that monetary damages resulting from such violation may not be readily measured. Accordingly, in the event of a violation by either Party of the terms of the Agreement, the other Party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either Party from pursuing any other remedies that may be available to either of them for such violation.
- 5.6. *Independent Contractors.* It is expressly agreed that Business Associate, including its employees and Subcontractors, are performing services for Covered Entity as independent contractors. Neither Business Associate nor any of its employees, agents or Subcontractors is an employee or agent of Covered Entity. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or their affiliates, or (ii) an agency relationship for purposes of the HITECH Act.
- 5.7. *Notices.* All notices and other communications required under this Agreement will be in writing, addressed to either party to the attention of its Privacy Officer at its address set forth above, and will be deemed effectively delivered (i) upon personal delivery, or (ii) upon receipt from a courier service as confirmed by written verification of receipt. Either party may change its address for such communications by giving an appropriate notice to the other party in conformity with this Section.
- 5.8. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. An executed Agreement delivered by facsimile or other electronic transmission shall be treated as if an original.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement as of the dates set forth below.

The Nebraska Medical Center

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Bellevue

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**\*16f.  
10/1/19**

<b>COUNCIL MEETING DATE:</b>	October 1, 2019	<b>AGENDA ITEM TYPE:</b>	
<b>SUBMITTED BY:</b>  Jeff Roberts, Public Works Director		SPECIAL PRESENTATION	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CONSENT	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

**SUBJECT:**

Interlocal agreement with Sarpy County to Cost Share Preliminary Design for 36th Street from N-370 to Cornhusker Road.

**SYNOPSIS:**

Approve the interlocal agreement with Sarpy County for preliminary design on the section of 36th Street from N-370 to Cornhusker Road. This is a 50/50 cost share with Sarpy County.

**BACKGROUND**

A Feasibility Study was completed in 2018. The next step is the Preliminary design associated with widening 36th Street to a four-lane roadway between N-370 and Cornhusker Road.

<b>FISCAL IMPACT:</b>	\$ 751,000.00	<b>BUDGETED FUNDS?</b>	No	<b>GRANT/MATCHING FUNDS?</b>	Yes
\$751,000 50/50 cost share with Sarpy County - City Share \$375,500. this will be included in the amended budget.					

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b>	Yes	<b>COUNTER-PARTY:</b>	Sarpy County	<b>INTERLOC</b>	Yes
<b>CONTRACT DESCRIPTION:</b>					
<b>CONTRACT EFFECTIVE DATE:</b>	09/17/2019	<b>CONTRACT TERM:</b>	12	<b>CONTRACT END DATE:</b>	09/17/2020
<b>PROJECT NAME:</b> INTERLOCAL COOPERATION AGREEMENT FOR PRELIMINARY DESIGN FOR IMPROVEMENTS TO 36TH STREET - HIGHWAY 370 TO CORNHUSKER ROAD					
<b>START DATE:</b>	10/02/2019	<b>END DATE:</b>	07/01/2020	<b>PAYMENT DATE:</b>	
<b>CIP PROJECT NAME:</b>		<b>CIP PROJECT NUMBER:</b>			
So 36th St North Design		ST 20(13)			
<b>MAPA NAME(S):</b>		<b>MAPA NUMBER(S):</b>			
<b>STREET DISTRICT NAME(S):</b>		<b>STREET DISTRICT NUMBER(S):</b>			
36th Street		2018-1			
<b>ACCOUNTING DISTRIBUTION CODE:</b>		<b>CIP ST(20)13</b>		<b>ACCOUNT NUMBER:</b>	
				7010	

**RECOMMENDATION:**

Approve the interlocal agreement with Sarpy County and the Mayor to sign.

**ATTACHMENTS:**

1	Interlocal agreement	4	
2		5	
3		6	

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

*Jeff Roberts*

**INTERLOCAL COOPERATION AGREEMENT FOR PRELIMINARY DESIGN FOR IMPROVEMENTS TO  
36<sup>TH</sup> STREET – HIGHWAY 370 TO CORNHUSKER ROAD**

This Agreement is made and entered into on September 17, 2019, by and between the County of Sarpy, Nebraska ("Sarpy") and the City of Bellevue, Nebraska ("Bellevue"). Collectively, Sarpy and Bellevue are hereinafter sometimes referred to as the "Parties".

WHEREAS, the Parties are political subdivisions, duly authorized and existing under the laws of the State of Nebraska; and,

WHEREAS, it is in the best interests of and would be mutually advantageous to both Sarpy and Bellevue to proceed with the preliminary design at this time; and,

WHEREAS, the Parties wish to enter into an agreement which outlines the respective responsibilities of each Party regarding the preliminary design of 36<sup>th</sup> Street from Highway 370 to Cornhusker Road; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.*, the Parties wish to permit their local government 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 geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW, THEREFORE, in consideration of the covenants herein set forth, it is agreed by and between the Parties, as follows:

- I. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
- II. Definitions.
  - a. Actual Total Cost. Actual Total Cost shall be the complete final cost of the preliminary design and shall include topographic survey, hydraulic analysis, traffic study, roadway design, drainage design, construction phasing, bridge TS&L's, wetland delineation, right of way design, public engagement, review, project management, and direct project expenses. Actual Total Cost shall not include any costs for attorney's fees, accounting, financing, or acquisition of financing incurred by any Party.
  - b. Consultant. The Professional Services Consultant retained by Bellevue to provide services as provided in Scope of Services documents attached hereto as Exhibit "A".
  - c. Preliminary Design. The preliminary design for 36<sup>th</sup> Street from approximately Highway 370 to Cornhusker Road. Preliminary Design shall generally consist of topographic survey, hydraulic analysis, traffic study, roadway design, drainage

design, construction phasing, bridge TS&L's, wetland delineation, right of way design, public engagement, review, project management, and direct project expenses as further described within documents attached hereto and incorporated by reference as Exhibit "A".

- III. Purpose. The purpose of this Agreement is to share the cost for the preliminary design of 36<sup>th</sup> Street from Highway 370 to Cornhusker Road ("Preliminary Design"), located in the jurisdiction of both Parties.
- IV. Designation of Lead Agency. Bellevue shall be the Lead Agency for purposes of completion of the Preliminary Design. Sarpy shall participate in all aspects of the Preliminary Design.
- V. Project Management. A Consultant has been selected for Scope of Services shown in Exhibit "A", and Bellevue has entered into the appropriate contract with said Consultant. The Contract as entered into shall and does conform to the terms of the Exhibit "A" as attached.
- VI. Preliminary Design. Subject to the conditions and provisions hereinafter specified, as Lead Agency, Bellevue agrees to cause the Preliminary Design to be constructed in accordance with the Scope of Services described in Exhibit "A".
- VII. Allocation and Payment of Preliminary Design Costs.
  - a. Payment for the Actual Total Costs of the Preliminary Design shall be made by each of the Parties hereto in accordance with the terms of this Agreement. Actual Total Costs of the Preliminary Design shall be split equally between the Parties, with Sarpy to pay 50% and Bellevue to pay 50% of the Preliminary Design costs. The Actual Total Cost of the Preliminary Design is estimated to be \$751,000, with each Parties' share estimated to be \$375,500.
  - b. As Lead Agency, Bellevue shall initially pay the costs for Consultant. Bellevue shall invoice Sarpy for its respective share of these costs upon completion of the Preliminary Design, which Sarpy shall pay within thirty (30) days after receipt of such invoice.
  - c. The Project will be financed as may be provided for by law for each of the respective Parties. Neither Party shall be responsible for the financing costs or costs associated with the acquisition of financing incurred by the other Party.
- VIII. Timing. It is the mutual desire and intention of the Parties that the Preliminary Design shall be commenced approximately no later than September 4, 2019, with an estimated completion of the Preliminary Design by July 2020. Accordingly, the Parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner in accordance with the Project Schedule as it is developed by the Consultant.
- IX. Records. The Consultant, as agent for Bellevue, shall maintain records of all costs incurred by Bellevue in connection with the Preliminary Design, and Sarpy shall have the right to audit and review such records at any time to assure that such records are accurate.

- X. Entire Agreement. This instrument contains the entire Agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. No amendments, deletions, or additions shall be made to this Agreement except in writing signed by all Parties.
- XI. Term and Termination. This Agreement shall expire upon the performance of all the obligations of the Parties as described herein.
- XII. Representations. Each Party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such Party have been duly authorized by all necessary action on behalf of such Party.
- XIII. No Separate Entity. No separate legal or administrative entity will be created hereunder. Existing agents of the respective Parties will complete the terms of this Agreement. It shall be administered jointly by the Parties, through a representative to be designated by each Party. There shall be no jointly held property as a result of this Agreement. Each Party shall separately finance and budget its own obligation under this Agreement. This Agreement does not authorize the levying, collecting, or accounting of any tax.
- XIV. No Relief from Legal Obligations. Pursuant to Neb. Rev. Stat. §13-804(5), the Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- XV. Insurance. Each Party warrants that it currently holds and shall maintain during the pendency of the Project, adequate insurance coverage including, but not limited to, general liability and worker's compensation insurance.
- XVI. Mutual Indemnification. Each Party agrees it is responsible for its own Officers, Agents, and Employees in performing this agreement, and hereby agree to indemnify and hold harmless, to the full extent allowed by law, the other Party, its Officers, Agents, and Employees, from and against all losses, claims, damages, and expenses, that may result from any intentional or negligent acts or omissions of the Parties, their Officers, Agents, or Employees in performing this agreement.
- XVII. Conflict of Interest. Pursuant to Neb. Rev. Stat. §23-3113, the Parties hereto declare and affirm that no officer, member or employee, and no member of their governing bodies, and no other public official of parties who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement or the performing of either Parties' obligations pursuant to this Agreement, nor any partnership, or association in which he or she is directly or indirectly interested, shall have any personal or financial interest in the Agreement; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Further, the Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties



to this Agreement to solicit or secure this contract, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the Parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this contract.

- XVIII. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska.
- XIX. Severability. It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parties, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the contract did not contain the particular part, term, condition, or provisions held to be invalid.
- XX. Drug-Free Workplace. The Parties hereto certify that they maintain a drug-free workplace environment to ensure worker safety and workplace integrity.
- XXI. New Employee Work Eligibility Status. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Parties are required and hereby agree 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 designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- XXII. Non-Discrimination. The Parties hereto agree that they and their sub-contractors will not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his or her hire and conditions of employment because of his or her race, color, religion, sex, disability, or national origin.
- XXIII. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized official of Sarpy and Bellevue, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of the day and year first written above.

Executed by Sarpy County this 17th day of September, 2019.

Attest:



Debra J. Houghtaling  
Sarpy County Clerk

SARPY COUNTY, NEBRASKA,  
A Political Subdivision.

David R. Kelly  
Chairperson, Board of Commissioners

Executed by the City of Bellevue this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attest:

CITY OF BELLEVUE,  
Nebraska.

\_\_\_\_\_  
Bellevue City Clerk

  
\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney/Assistant



August 29, 2019

Jeffrey L. Roberts, PE  
Public Works Director  
1510 Wall Street  
Bellevue NE 68005

Reference: 36<sup>th</sup> Street Preliminary Design – NE Highway 370 to Cornhusker Road

Dear Jeff,

Attached is a PDF of the scope and fee estimate for the preliminary design of 36<sup>th</sup> Street in Bellevue and Sarpy County, from NE Highway 370 to Cornhusker Road. We've made some minor adjustments on the Scope of Services and have addressed the comments we've previously discussed.

We've attached the anticipated project schedule and assumed that we would have a Notice to Proceed by September 4, 2019. We've assumed an 11-month schedule to complete the preliminary design, with a target of July 2020.

RW Surveying and Engineering will provide the topographic and hydraulic surveys required for the design, and Thiele Geotech will provide the geotechnical investigations and analysis. Copies of their proposals are attached for your review.

We have also engaged the services of Gaea Consultants and Engineers to assist and provide QA/QC with the H&H analysis. Gaea Consultants are experts in 2D hydraulic modeling and have extensive experience with the USACE. Since the Corps will not have their final models complete, we believe it's important to have Gaea provide some support and oversight to help the project move through the review and approval process with USACE.

The fee estimate for the survey and preliminary design is \$751,000, which represents approximately 4.0% of the estimated construction cost of \$19 million.

Please review the attached scope and fee estimate and let us know if you have any questions. We would be happy to schedule a meeting to go through everything if that would be more convenient. We are excited to continue our work on this important segment of 36<sup>th</sup> Street.

Sincerely,

**FELSBERG HOLT & ULLEVIG**

A handwritten signature in black ink that reads "Kyle A. Anderson". The signature is written in a cursive, flowing style.

Kyle A. Anderson, PE, PTOE  
Executive Vice President

**Exhibit A**  
**SCOPE OF SERVICES**

**Preliminary Design Engineering Services**  
**For**  
**Project: 36th Street, from N-370 to Cornhusker Road**

**A. PROJECT DESCRIPTION**

This scope provides for preliminary engineering for the reconstruction of 36th Street from N-370 to Big Papillion Creek bridge. The project will evaluate widening the existing roadway to a four-lane divided roadway and transitioning back to the existing two-lane bridge over the Big Papillion Creek. The project will also evaluate a future three-lane section to the intersection with Cornhusker Road to aid in future planning of that segment of 36<sup>th</sup> Street.

Project construction activities will include survey and staking, clearing and grubbing, grading, concrete paving, curb & gutter, storm sewer, hydrologic and hydraulic analysis, bridge replacement, retaining walls, fencing, noise study with potential noise walls, traffic signals and pavement markings. The project will likely require detours.

The project will be conducted for the City of Bellevue. References throughout this scope to the "City" shall mean the City of Bellevue. Felsburg Holt & Ullevig (Consultant) shall serve as the agent for the City, in all matters related to preliminary engineering services for this project.

**B. CITY SHALL PROVIDE:**

1. As-built or design plans of the existing and adjacent roadways and traffic signals (if available).
2. Any drainage studies completed in the area.
3. Electronic files of current aerial photographs (if available).
4. Existing cadastral maps, plat maps, electronic right-of-way files of the project area (if available).
5. Provide location for and advertise for public meetings.
6. Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
7. Traffic count information for project intersections (if available).
8. Most recent five-year crash history for study corridor.
9. Traffic signal timing information.

**C. CONSULTANT SHALL PROVIDE:**

1. Project Management.
  - 1.1 Project Management. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the City; and maintain project records.

- 1.2 Project Schedule. The Consultant will prepare the project schedule and maintain it through the course of the project. The Consultant will revise the schedule and provide updates as needed.

Deliverables:

- Monthly progress reports and schedules

2. Project Meetings.

- 2.1 Kick-off Meeting. Upon Notice to Proceed the Consultant shall schedule a kick-off meeting with the City.
- 2.2 Progress Meetings. FHU will attend project meetings every other month with the City to review specific design elements. Includes meeting preparation and distribution of meeting minutes. At least eight of these meetings will serve as design review meetings.
- 2.3 Internal Progress Meetings. FHU will conduct regular internal team coordination meetings. Assumes one meeting every other month for 24 months.
- 2.4 Utility Coordination Meetings. FHU will participate in two (2) utility coordination meetings or workshops with City staff and utility companies affected by the planned construction.
- 2.5 Floodplain Coordination Meetings. This task includes general coordination with City staff, the Papio-Missouri River Natural Resources District (P-MRNRD) and the United States Army Corps of Engineers (USACE) on floodplain issues. Additionally, FHU will participate in two (2) in-person floodplain coordination meetings with City staff and P-MRNRD/USACE. The first meeting will be to discuss the project, the proposed modeling approach and schedule, and sharing of available information. The second meeting will be to discuss preliminary design results and next steps.
- 2.6 Plan-In-Hand Meeting. FHU shall schedule Plan-In-Hand Meeting with City upon completion of 30% Plans. This includes effort to attend the Plan-In-Hand, draft the Plan-In-Hand report, and consolidate Plan-In-Hand comments onto one plan set.

Deliverables:

- Meeting agendas and minutes

3. Topographic Survey. The topographic survey will be completed following the procedures of the "STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, ROADWAY DESIGN DIVISION PROCEDURE FOR PRELIMINARY SURVEYS". Survey data will be on Modified Nebraska State Plane Coords and NAVD 88 Vertical Datum.

- 3.1 Topographic Survey Limits. The survey limits will include 150 feet left and 150 right of the existing alignment of 36<sup>th</sup> Street and will extend from the north curb line of N-370 north to a point 1000' north of Cornhusker Road. Intersecting side streets will be surveyed 100 feet left and 100 feet right of the side street centerline for a distance of 500 feet.
- 3.2 Hydraulic Cross Sections. In addition to the topographic survey provided along the 36<sup>th</sup> Street corridor as referenced in Task 3.1, hydraulic cross sections will be needed for each stream crossing along 36<sup>th</sup> Street. These sections will extend across the channel and include the channel bottom, below the base flow water surface.

For Big Papillion Creek, a section will be needed 300 feet upstream of the bridge, along the downstream face of the bridge, 500 feet downstream from the bridge, and 1600 feet downstream from the bridge. For West Papillion Creek sections will be needed 300 feet upstream from the bridge, along the downstream face of the bridge, and 500 feet downstream from the bridge. For Squaw Creek (aka Big Elk Creek), sections will be

needed 100 feet upstream from the upstream face of the culvert and 150 feet downstream from the downstream face of the culvert. All sections shall be perpendicular to flow except at the downstream face of the bridges, these sections should be run parallel to the bridge.

It will also be necessary to obtain topographic survey of the box culvert on Squaw Creek at Cornhusker Road and 300 feet left and right of the existing alignment of Cornhusker Road for 300 feet on either side of the stream crossing.

- 3.3 Control Points & Benchmarks. Control Points and Benchmarks will be identified and included in the plan sheets.
- 3.4 Survey Section Lines and Establish Existing ROW Lines. The existing Section Corners and Quarter Corners will be located and surveyed to establish the existing Section Lines bordering the project. The existing ROW lines will then be established from existing Plat Maps. If necessary, property pins will be located to assist with defining existing ROW lines.
- 3.5 Base Map Preparation. FHU will create base maps using the topographic survey data.

- 4. Preliminary Hydrologic Analysis. The USACE is currently working on updating floodplain mapping within the Papillion Creek watershed and has prepared updated hydrology for Big Papillion Creek. This was made available to the Consultant by the P-MRNRD during the feasibility study stage of the project.

Additionally, the P-MRNRD provided updated hydrology that was prepared independently by a different consultant. The updated hydrology prepared for the P-MRNRD is the expected hydrology to be used in the USACE hydraulic models that are being prepared for final approval of map revisions. The P-MRNRD has approved this hydrology.

- 4.1 Hydrologic Data Review and Application. The Consultant will request and review any updates to hydrology provided by P-MRNRD and USACE for use in Big Papillion Creek and West Papillion Creek hydraulic analysis. Both Effective "Regulatory" hydrology and updated hydrology will be used, as applicable, in the varying hydraulic modeling scenarios mentioned below. The task will include application of hydrologic data to "regulatory" and updated hydraulic models which currently don't account for hydrology prepared for the P-MRNRD.
- 4.2 Squaw Creek Hydrologic Study. Additionally, the Consultant will prepare updated hydrology for Squaw Creek for 10-, 50- 100- and 500-year storm events for (1) existing and (2) future conditions, using USDA NRCS TR-55 and Soil Conservation Service (SCS) Runoff Curve Number Methodology.

The updated hydrology prepared for the P-MRNRD includes Squaw Creek; however, flow rates are considerably different than hydrology provided in the FIS. The analysis performed is intended to validate hydrology calculated for the P-MRNRD in this instance.

- 5. Preliminary Hydraulic Analysis. The Consultant shall perform the Hydraulic Analysis on the basis of the latest copy of the "NDOT Hydraulic Analysis Guidelines and Hydraulic Forms" and the Federal Emergency Management Agency's (FEMA's) MT-2 Form Guidance in anticipation of the need for a CLOMR/LOMR submittal.

The Consultant shall perform hydraulic analyses for 10-, 50- 100- and 500-year storm events, and perform a floodway analysis, for proposed improvements being made at the following locations:

- Big Papillion Creek at the 36<sup>th</sup> Street crossing in Bellevue Nebraska

- West Papillion Creek at the 36<sup>th</sup> Street crossing in Bellevue, Nebraska.
- Squaw Creek (aka Big Elk Creek) at the 36<sup>th</sup> Street crossing in Bellevue, Nebraska

The Consultant will work (1) from the Effective "Regulatory" one-dimensional hydraulic model and (2) from the updated USACE one-dimensional hydraulic model and create a combination 1D/2D model for the converging Big Papillion Creek and West Papillion Creek system between Hwy 370 and Harrison Street on Big Papillion Creek and 60<sup>th</sup> Street on West Papillion Creek that will be used for each hydraulic model. These models will then be used to compare existing and proposed conditions for various design scenarios.

Lastly, the hydraulic analysis will include inundation maps using LiDAR contours for varying conditions using both the Effective "Regulatory" hydrology and updated hydrology. These maps will be included in a preliminary Hydrologic and Hydraulic report.

- 5.1 Big Papillion Creek Duplicate Effective Models. The Consultant was provided a digital copy of the input file and a paper copy of the output file for Big Papillion Creek in HEC-2 format by FEMA during the feasibility study phase of the project. From the feasibility study it was determined that the cross-section labels, river stations, and descriptions did not match the Regulatory FIRM panel, nor did the calculated water surface elevations match what was listed in the Flood Insurance Study.

As mentioned in Task 4, the USACE is currently working on updating floodplain mapping within the Papillion Creek watershed. As part of their study, they have prepared an updated one-dimensional, unsteady flow hydraulic model for Big Papillion Creek. This has been made available to the Consultant by the P-MRNRD. The Consultant will request any updates and review the hydraulic model provided by the P-MRNRD and/or the USACE for use in Big Papillion Creek hydraulic analysis.

Hydraulic analysis for Big Papillion Creek is expected to extend from Highway 370 up to Harrison Street and will include:

- 5.1a Current Effective Model. Creating a Duplicate Effective model in HEC-RAS format from the HEC-2 model (this assumes that we will be able to run/import the Big Papillion Creek HEC-2 model in HEC-RAS). It will be necessary to problem solve discrepancies between HEC-2 and HEC-RAS, as well as between the model and reported documentation and assumes that we will be able to achieve results to within 0.5 feet tolerance. This one-dimensional (1D) steady flow model will be run using Effective "Regulatory" hydrology only.

- 5.1b USACE/P-MRNRD Model Updates. Reviewing and running the USACE's updated HEC-RAS model. Based on feasibility study results, this model is expected to yield higher BFEs than the Effective model, even with updated hydrology. As such, this model is expected to drive design for improvements within the Big Papillion Creek floodplain. The 1D unsteady flow model will be run using USACE hydrology. The hydraulic model will then be modified to include the recently updated P-MRNRD hydrology as described in Section 4 and the latest topographic survey.

- 5.2 West Papillion Creek Duplicate Effective Models. The Consultant was provided a digital copy of the input file for West Papillion Creek in HEC-RAS by the P-MRNRD during the feasibility study stage of this project. This file is the Current Effective model. It is our understanding that the USACE will be using this model with updated hydrology in its watershed study. The Consultant will request any updates and review the hydraulic model



provided by the P-MRNRD and/or the USACE for use in Big Papillion Creek hydraulic analysis.

Hydraulic analysis for West Papillion Creek is expected to extend from its confluence with Big Papillion Creek up to 60<sup>th</sup> Street and will include:

- 5.2a Current Effective Model. Reviewing and running the Current Effective model which will serve as the Duplicate Effective model. The model will be reviewed and run using Effective "Regulatory" hydrology only.
  - 5.2b USACE/P-MRNRD Model Updates. Reviewing and running any updates USACE may have made to the HEC-RAS model using Effective "Regulatory" hydrology. The hydraulic model will then be modified to include the recently updated P-MRNRD hydrology as described in Section 4.
- 5.3 Big Papillion Creek/West Papillion Creek 1D/2D Models. The Consultant will work from (1) the Duplicate Effective one-dimensional hydraulic models mentioned above and (2) the updated USACE one-dimensional model, also mentioned above, and build two (2) separate combination one-dimensional/two-dimensional models (1D/2D) for the converging Big Papillion Creek and West Papillion Creek system between Hwy 370 and Harrison Street on Big Papillion Creek and 60<sup>th</sup> Street on West Papillion Creek.

The two separate 1D/2D models will each combine flows from both streams into a single mesh and are expected to better represent hydraulic conditions for this wide and complex floodplain area. The models will be important in the event of levee overtopping which is expected under several scenarios. These two 1D/2D models will be used to create the Corrected Effective/Existing conditions and Proposed conditions models.

Hydraulic analysis under this task will include:

- 5.3a Corrected Effective/Existing Conditions Models. Creating two 1D/2D Corrected Effective/Existing Conditions models in HEC-RAS (one from the Current Effective model and the other from the USACE/P-MRNRD model updates). The Existing Conditions Model is expected to be the same as the Corrected Effective model and will incorporate detailed topographic and LiDAR information into the 1D/2D model. The hydraulic model will be run with Effective "Regulatory" hydrology and updated hydrology.
  - 5.3b Proposed Conditions Models. Creating two 1D/2D Proposed Conditions models in HEC-RAS (one from the Duplicate Effective model and the other from the updated USACE hydraulic model) for proposed 36<sup>th</sup> Street improvements. Proposed improvements within the Big Papillion Creek floodplain include constructing roadway embankment and an evaluation of raising the Big Papillion Creek bridge versus leaving the Big Papillion Creek bridge in place (with and without widening the existing bridge). Proposed improvements within the West Papillion Creek floodplain include constructing roadway embankment and raising the West Papillion Creek bridge with 1 foot of freeboard above the Base Flood Elevation (BFE). The models will be run with Effective "Regulatory" hydrology and updated hydrology.
- 5.4 Squaw Creek Models. FEMA and the P-MRNRD did not have any modeling information on this creek (digital or paper copies). However, because it is mapped and because we will be impacting it, we will need to create a new one-dimensional Current Effective model.

Hydraulic analysis for Squaw Creek will extend, from its confluence with Big Papillion Creek to Cornhusker Road, and will include:

- 5.4a Duplicate Effective Model. Creating a new hydraulic model to be the Current Effective model. This model will serve as the Duplicate Effective model and assumes it will be possible to achieve results to within 0.5 feet tolerance of the FIS published elevations. The model will be run using Effective "Regulatory" hydrology only based flow rates obtained from the FIS.
- 5.4b Corrected Effective Model. Creating a Corrected Effective Model in HEC-RAS with a correction of any errors that occur in the Duplicate Effective model, preparing additional cross sections if needed, and incorporating more detailed topographic information (including LiDAR) to the model. The model will be run using (1) hydrology from the FIS, (2) new hydrology calculated for Squaw Creek for existing conditions, and (3) future hydrology calculated for Squaw Creek.
- 5.4c Existing Conditions Model. Creating an Existing Conditions model in HEC-RAS to account for any modifications that have occurred within the floodplain since the date of the Current Effective FIS. Historic aerials and USGS maps will be reviewed to determine any modifications. The model will be run using (1) hydrology from the FIS, (2) new hydrology calculated for Squaw Creek for existing conditions, and (3) future hydrology calculated for Squaw Creek.
- 5.4d Proposed Conditions Model. Creating a model in HEC-RAS for proposed 36<sup>th</sup> Street improvements. Proposed improvements within the Squaw Creek floodplain include constructing roadway embankment and possibly adding culverts or modifying the existing culvert to achieve a no-rise condition to the Base Flood Elevation (BFE). The model will be run using (1) hydrology from the FIS, (2) new hydrology calculated for Squaw Creek for existing conditions, and (3) future hydrology calculated for Squaw Creek.

*The study limits referenced above for Squaw Creek are not the full the length of the current mapped limits, which is from the Confluence of Big Papillion Creek to Giles Road. We are only building the model and studying the influence from 36<sup>th</sup> Street improvements to Cornhusker Road. Our analysis will evaluate existing and future flows only for this area to determine the appropriate modifications to the stream crossing at 36<sup>th</sup> Street. If analysis further upstream is desired, this would be a supplement to the scoped work.*

- 5.5 Preliminary Hydrologic and Hydraulic Study Report. The Consultant will prepare a Preliminary Hydrologic and Hydraulic Study Report for Big Papillion Creek, West Papillion Creek, and Squaw Creek floodplain work. The report will provide background, study methods, figures, and results of the study, including inundation maps for varying hydrologic and design scenarios.

*Hydraulic analysis and reporting do not include a levee breach analysis, only overtopping conditions. If a breaching analysis is needed, this would be a supplement to the scoped work.*

- 5.6 Preliminary Hydrologic and Hydraulic Analysis.QA/QC. This includes effort to conduct internal quality reviews specific to the preliminary hydrologic and hydraulic analysis.

## 6. Traffic Analysis and Signal Design

### 6.1 Review and Update Feasibility Study Traffic Analysis.

- The traffic analysis completed for the feasibility study will be reviewed and updated to incorporate more current traffic volumes and forecasts where required.
- Updated traffic forecasts will be obtained from MAPA for the study area.

- The most recent 5-years of crash data will be obtained to update the crash analysis at the key intersections and along the roadway segments.
- The alternatives analysis will be updated as a part of the evaluation of reducing the roadway cross section north of Raynor Parkway. An estimate of the year a four-lane roadway would be required for the north section of 36<sup>th</sup> Street will be developed.

6.2 Preliminary Traffic Signal Design. The preliminary traffic signal design will be completed for the traffic signals at the following intersections with 36<sup>th</sup> Street:

- a. Twin Creek Drive/Samson Way
  - b. Raynor Parkway
  - c. Cornhusker Road
  - Draw existing traffic signal equipment and communication infrastructure within project area in CAD.
  - Coordinate with City staff on the development of preliminary traffic signal design sheets. FHU will design the preliminary traffic signals for the intersection locations that meet traffic signal warrants during Build Year 2022 conditions.
  - Incorporate preliminary permanent and temporary traffic signal design layouts into CAD and prepare sheets (1"=20'). Sheets to include the following:
    - a. Signal pole and pedestal pole locations
    - b. Signal head arrangements
    - c. Controller/cabinet locations
    - d. Pushbutton locations
    - e. Vehicle detection
    - f. Communication systems, including design of fiber optic cable and/or conduits for future fiber optics, or wireless radio communication. This will include coordination with NDOT for possible communication with the traffic signal at N-370.
    - g. Uninterruptable power supply.
    - h. ROW lines
- The initial preliminary layout sheets (PDF) to be provided to City for review. FHU will consult with City staff to determine communication and detection needs.
- Incorporate up to two (2) round of review comments from City after their review of the initial preliminary traffic signal layout sheets.

Deliverables:

- Revised Traffic Report
- Traffic Signal Design Plan Sheets (incorporated into preliminary design plan sets).

7. Design Refinement

7.1 Alternatives Analysis

- Design Parameters. Develop design parameters to use for the project and submit for approval. All design parameters will meet the State of Nebraska Minimum Design Standards.

- Typical Section. Develop up to three (3) typical section alternatives to compare a four-lane alternative to a three-lane alternative north of Raynor Parkway.
- Complete Streets Elements. Follow the City's complete street guidance document and document elements carried forward to the project design. An alternative alignment for the trail will be developed to determine if the crossing of the Big Papillion Creek and the Papillion Creek could be accommodated separate from the 36<sup>th</sup> Street roadway bridges.
- Develop Alternative Matrix. Develop an alternatives matrix to identify the pros and cons of each alternative. The matrix will rank the alternatives and identify a preferred alternative.

Deliverables:

- Design Parameters Checklist.
  - Complete Streets Elements / Tradeoffs Memorandum.
  - Alternative Analysis Matrix.
8. Preliminary Design. This task includes completing the preliminary design for the project. This is defined as the amount of design work necessary to complete the Functional Design plans and determine preliminary ROW impacts (approximately 60%).
- 8.1 Data Collection and Review. For gathering, reviewing and organizing data for the project.
  - 8.2 Note Reduction/Preliminary Plotting. This task will include the effort for gathering data to create the existing topography file to use for preliminary design.
  - 8.3 Site Inspections. This is an allowance for two site visits as necessary during the Preliminary Design process.
  - 8.4 Roadway Horizontal Alignment. This task includes the design and drafting of the horizontal alignment(s) and/or adjustment of alignment(s) for 36th Street and all side streets intersecting 36th Street within the project limits.
  - 8.5 Roadway Vertical Alignment. This task includes the design and drafting of the vertical alignment(s) and/or adjustment of vertical alignment(s) for 36th Street and all side streets intersecting 36th Street within the project limits.
  - 8.6 Typical Sections. This includes design and drafting the typical sections for each of the various roadways.
  - 8.7 Template Roadway Cross-Sections. Develop the templates necessary to process cross sections on 36th Street and all side streets intersecting 36th Street within the project limits.
  - 8.8 Earthwork. Process the earthwork for each alignment, including any extra earthwork due to frontage roads, large driveways, and any other cause for earthwork.
  - 8.9 Roadway Geometric Design. This task includes the geometric design of all roadway alignments, intersections, driveways, etc., which includes setting up all the geometric sheets for the project and labeling. Labeling the geometric points with Station and Offsets will be completed in a later phase.
  - 8.10 Roadway Drainage Study. This task includes the preparation of a preliminary roadway drainage study that will include a drainage map outlining all drainage areas and completion of the following for each area:

- Determine hydrologic properties for the drainage areas
  - Calculate runoff for the drainage areas
  - Determine allowable headwater for any culverts
  - Determine storm sewer pipe sizes
  - Verify existing storm sewer pipe capacity at tie-ins
  - Size any proposed drainage swales
  - Prepare Preliminary Drainage Report for submittal
- 8.11 Storm Sewer Design. This task includes the effort to complete the preliminary storm sewer design and draft the appropriate storm sewer plan data on the Construction sheets and storm sewer profiles on the Plan and Profile sheets respectively. The consultant will follow the City of Omaha Regional Stormwater Design Manual.
- 8.12 Construction and Removal. Development of separate Removal plan sheets and Construction plan sheets with appropriate notes detailing construction and removal items not specifically identified elsewhere in this scope.
- 8.13 Stormwater Detention Design. If it is determined to be needed or required, FHU will provide calculations and design of up to two stormwater detention facilities to restrict peak runoff to the existing system. This assumes that additional topographic survey is not needed to complete this task.
- 8.14 Limits of Construction. The Consultant will define and draft the limits of construction on the plan sheets. These limits will be used to determine environmental impacts.
- 8.15 Utility Coordination / Verification. The Consultant will draft utilities on the plans that weren't included in the preliminary plotting and for limited coordination with the utilities to verify the location and type of utility. In addition, the Consultant will coordinate and schedule a Utilities meeting to identify and work through potential conflicts identified in the preliminary plans.
- 8.16 Construction Phasing. The Consultant will prepare plans showing construction phasing, temporary construction, and completed construction. A preliminary Construction Phasing Strip Map will be created for the PIH meeting.
- 8.17 Retaining Wall. The Consultant will determine retaining wall locations and establish top of wall and bottom of wall profiles. Develop typical section for each proposed retaining wall type.
- 8.18 Bridge TS&Ls. The Consultant will develop up to 2 TS&Ls for each of the following bridges:
- Papillion Creek
  - Big Papillion Creek

For the Papillion Creek bridge, it is anticipated that this bridge would require a full four-lane divided roadway typical section due to the traffic study conducted in the feasibility study. The initial H&H analysis indicated that this structure would need to be raised by as much as 11 feet. TS&Ls will be developed with and without the trail and sidewalk if it is determined that an alternate creek crossing can be utilized.

For the Big Papillion Creek, a TS&L will be prepared for a three-lane divided roadway typical section with a trail on the west side and a sidewalk on the east side. The traffic analysis and roadway alignment will be reviewed to determine if the roadway could taper quickly enough to reduce the structure width to a two-lane undivided section or a reduced width median.

- 8.19 Aerial / Wetland Plan. The Consultant will prepare aerial photo sheets showing any delineated wetlands, impacted wetlands and/or channels, and mitigation sites, if applicable.
- 8.20 Quantities/Estimates. Develop and tabulate the preliminary quantities. Quantities will be submitted to the City for each submittal using City of Omaha or NDOT standard bid items.
- 8.21 Right-of-Way Design. The following tasks will be completed to establish the existing Right-of-Way and to Design the proposed Right-of-Way.
- Existing Right-of-Way base. This task involves collecting the Plat drawings, reviewing property titles, reviewing survey data, and other necessary information to establish the existing Right-of-Way, including easements, for the properties abutting the project. Consultant shall establish coincidence of these corners with the project centerline coordinate control. *City to provide the Title Searches.*
  - Proposed Right-of-Way. The Consultant will determine the preliminary easements (temporary and permanent) and right-of-way required if any to construct the project. It is estimated that there will be up to thirty (30) tracts associated with this project.
  - Right-of-Way Strip Map. The Consultant will prepare right-of-way plan sheets to include in the plan set. The sheets will include existing property lines and all proposed right-of-way associated with this project. Preliminary right-of-way ownerships, easements and takings will also be tabulated and shown on the sheets.
- 8.22 QA/QC. This includes effort to conduct internal quality reviews of the design and plan sets.
- 8.23 30% Design Submittal. This includes the effort to prepare and submit 30% Design plans to the City for review and comment.
- 8.24 60% Design Submittal. This includes the effort to address comments from the 30% plans, prepare and submit 60% Design plans to the City for review and comment.

Deliverables:

30% Design Package

- Preliminary Drainage Report
- Cost Estimate
- Permit List
- Plan-in-hand report

60% Design Package

- Preliminary Structural Report
- Technical Specs Outline
- Updated Cost Estimate
- Updated Permit List

9. Public Engagement.

- 9.1 Public Involvement Plan (PIP) – FHU will develop a PIP in coordination with the City. The PIP will be customized for the project and will include the following elements:
- Project Description
  - Public Involvement Milestones

- Project Schedule
- Elected Officials Briefings
- Stakeholder and Issue Analysis
- Communication Tools and Techniques
- Contact and Comment Management Protocol
- Key Messaging

- 9.2 One-on-one Stakeholder Meetings – These one-on-one or small group meetings will be held with various key stakeholders at key milestones during the design phase of the project. Engaging in these stakeholders will provide valuable insight regarding concerns, land/property use, and general project information dissemination. Establishing early communication and forming an open relationship with stakeholders will help to build strong relationships throughout the duration of the project.

Assumptions:

- a. Up to twelve (12) stakeholder meetings will be held.
- b. Each meeting is anticipated to be one (1) hour long.
- c. Meetings will be held earlier in the day of the Public Information Meeting.
- d. Invitation will be by email and telephone, no paid advertisement for meetings.
- e. One (1) week for City Draft review of handout.
- f. With assistance from FHU, the City will be responsible for identifying and securing all meeting locations.

- 9.3 Project Website – FHU will provide project information to the City to place on the City's Project Webpage. Project information will include general project information, opportunities for public participation, materials from previous meetings, maps, and contact information. The information will be updated up to eight (8) times throughout the course of the project.

- 9.4 Public Meeting. FHU will prepare for and conduct one (1) public meeting in a central location in or near the project corridor. This public meeting will serve two purposes: 1) present the results of the planning and design efforts to the general public and 2) present noise analysis findings, discuss potential alternatives to help reduce noise impacts, and determine buy-in on mitigation efforts with impacted property owners. The PIP will include meeting logistics such as staffing and responsibilities, supplies, printing information, room layout, contact information for venue, staff, and local authorities, and talking points.

- a. FHU will participate in a dry-run with the project team prior to the public meeting to review the exhibits and prepare for the meeting; draft versions of the exhibits will be shown electronically.
- b. With assistance from FHU, the City will identify and secure a meeting location.

Assumptions:

- 1. FHU will be the main POC for the Public Meeting.
- 2. Assume up to six (6) FHU staff will be in attendance for the public meeting.
- 3. Up to ten (10) mounted boards and two (2) aerial mosaic scroll plots will be provided for each public meeting.

4. A 3D animation will be developed for use at the public meeting using Bentley LumenRT.
5. Assume the public meeting will require one (1) hour to set up and last no longer than two (2) hours.

9.5 Outreach Materials - FHU will be responsible for the content development and design of outreach materials.

- Direct mail postcards – FHU will develop, print and mail postcards to announce the public meetings. The postcards will be designed to the following specifications: 8.5 x 5.5-inch, color, double-sided, folded.
  - a. FHU will be responsible for printing and distributing up to 500 postcards.
  - b. Postcards will be distributed no later than two weeks prior to the public meeting.
- Email notifications will be designed and distributed by FHU to announce the public meetings, as well as update other project information, to businesses and the general public. Emails will be distributed to all interested parties that opt to receive updates for the project.
 

*Assume up to three (3) email notifications will be sent during the design phase of the project.*
- FHU will develop an Elected Officials Packet to distribute at key milestones during the project. These milestones will include, at a minimum, prior to Public Information Meetings and prior to any series of Stakeholder Meetings. In each case, the City will have one (1) week to review the material prior to distribution.

10. Environmental Review. The project is a locally-funded, transportation project. While compliance with the National Environmental Policy Act (NEPA) as implemented by FHWA will not be required, all environmental requirements associated with Federal and State permits must be addressed. The Consultant will complete the following items:

- 10.1 Environmental Review. FHU will conduct an Environmental Review to investigate, evaluate, and document environmental resources and potential project impacts within a defined environmental study area (ESA). For the review, FHU will compile GIS data obtained from the City, County, and publicly available State and Federal sources. Information on resources will also be gathered during site reconnaissance visits and agency coordination. Should resources or potential impacts be identified that may warrant further investigation, FHU will notify the City to discuss how to proceed through the addition of services to this scope of service.
- 10.2 Environmental Review Document. Findings of the review will be summarized into one document with attached supporting technical memorandums. The document will focus on relevant resources; less important issues will only be discussed briefly. Existing conditions and potential impacts will be addressed as well as mitigation measures to avoid or minimize impacts. Detailed mitigation plans with specific criteria and associated monitoring activities are outside this scope of services.

Deliverables:

- Environmental Review Document
- 10.3 USACE Section 408 Categorical Permission. Three levees within the project area participate in the U.S. Army Corps of Engineers (USACE) Public Law 84-99 rehabilitation assistance program. Alterations to these levees require USACE Section 408 approval.



The Programmatic Environmental Assessment (EA) for Section 408 alterations in Nebraska categorically allows certain activities, including replacement of highway/street bridges and replacement of drainage structures, so long as the project has a negligible or minor impact to the environment and meets other general conditions. It is assumed that project activities would qualify as Categorical Permitted Alterations. Under this scenario, the City would be exempt from preparation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS). Instead, a Tiered NEPA Document for Categorical Permitted Alterations would be prepared, and would require the following:

- Pre-coordination Meeting with USACE. FHU will conduct an early coordination meeting with USACE, Papio-Missouri River Natural Resources District (PMRNRD), Sarpy County and the City to identify potential alterations to the levees and discuss the applicability of the Section 408 Categorical Permissions to the project. FHU would prepare meeting minutes. Should USACE require additional analyses or documentation beyond what is described in this scope of services, these items would be considered out of scope.
- Completion of the Tiered NEPA Document for Categorical Permitted Alterations to Existing USACE Civil Works Projects. The Tiered NEPA Document consists of three short forms with attached supporting documentation. The Tiered NEPA Document would be completed based on information obtained during the Environmental Review. Should the project be determined ineligible as a Section 408 Categorical Permission, then a non-programmatic Section 408 approval would be required along with an EA or EIS. A non-programmatic Section 408 approval with an EA or EIS is not included in this scope of services and would require a Supplement to this Agreement.

Deliverables:

- USACE Pre-coordination Meeting Minutes
- Tiered NEPA Document for Section 408 Categorical Permissions

10.4 Hazardous Materials Review (HMR).

FHU will complete a HMR for the project ESA to identify conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures, on the property or into the ground, groundwater, or surface water of the property. The purpose of this review will be to identify sites with recognized environmental conditions within the project ESA.

FHU will complete a regulatory file review (local, state and federal agencies) in accordance with the requirements listed in American Society for Testing Materials (ASTM) Standard Practice for Environmental Site Assessments E 1527-13. The purpose of which is to verify the records review completed during the planning phase of the project. FHU will also conduct an on-site visual reconnaissance survey within the project ESA to verify previous findings.

Additional analysis may include (1) conducting a regulatory file review (Nebraska Department of Environmental Quality (NDEQ), State Fire Marshall (SFM), etc.), (2) reviewing readily available historical record sources (aerial photographs, topographic maps, Sanborn Fire Insurance maps, etc.); and/or (3) conducting interviews with local agencies and regulators.

Any sites identified during the review will be assessed based on their potential impact on the project and will be discussed in the report. If hazardous materials sites are identified

that could affect or be affected by construction activities, FHU would coordinate with NDEQ and the lead federal agency (USACE) and document their guidance in the report. If a subsurface investigation is determined to be necessary, a Supplement to this Agreement would be required.

FHU will prepare a written HMR Report. The Report will be entered into the Project file. Findings and mitigation measures stated in the HMR Report shall be summarized in the Environmental Review document.

FHU shall perform thorough QC by an ASTM-defined Environmental Professional prior to any official submittal of Hazardous Materials review deliverables.

Deliverables:

- HMR Report

- 10.5 Wetland Delineation. For this project, it is assumed that wetlands occur in the project vicinity, and a 404 permit may be required; therefore, a full wetland delineation is proposed. FHU will delineate wetlands and waters of the US within the project study area. The delineation will be conducted according to the 1987 USACE Wetland Delineation Manual and shall include (a) ground level photographs, (b) documentation of wetlands on USACE Wetland Determination Data Sheets (using the Midwest Regional Supplement) at all sample points, and (c) identification and characterization of other waters of the US (streams, lakes, ponds, pits or other impoundments), including delineation of the ordinary high water mark (OHWM) if present and determination of USGS Hydrologic Code and water regime.

Delineation of wetlands shall be performed using transect methods with at least one sample point in the wetland and one in upland at each upland/wetland interface. Wetlands shall be identified according to the Cowardin classification and Nebraska Wetland Subclass. Water regime (perennial, intermittent, ephemeral) will be based on best professional judgement and published resources (7.5 minute Topographic Map, County Soil Survey, National Hydrography Data Set, etc.). FHU shall take digital ground photos and use GPS to locate wetland boundaries and observation point locations. Consultant shall use a sub-meter accuracy GPS, to map all wetland and/or stream channel boundaries, photo points and data points.

Findings of the wetland field investigation will be documented in a Wetland Delineation Report. The report will include mapping of the wetland areas and calculation of the wetland acreage on the property. The draft report will be submitted to the City of Bellevue for review and comment.

Deliverables:

- Wetland Delineation Report

- 10.6 Nationwide Section 404 Permit Application. A 404 permit from USACE will be required should the project impact wetlands or other regulated waters. The following tasks are included should the City require permitting assistance. FHU assumes that the project can be permitted with a nationwide permit and that the project will not require wetland or channel mitigation. An individual permit application, mitigation plan, or other specialized environmental consultation is not included in this scope of work.

If impacts to wetlands are less than 0.5 acres, and/or impacts to channels are less than 300 feet, and/or no more than 100 feet of channel length is lost, FHU will prepare a Section 404 permit application package for submittal to USACE. The 404 permit application package will include a USACE ENG Form 4345, a narrative describing the project and proposed wetland impacts, impact tables, impact figures, documentation of agency coordination, and information from the wetland delineation report to aid USACE in their review.

Deliverables:

- Section 404 Nationwide Permit Application

- 10.7 Endangered Species Review. FHU will conduct a field review to assess the potential for State and Federal listed threatened or endangered species to occur in the ESA. The field review will be conducted at the same time as the wetland delineation. It is anticipated that suitable habitat may be present for northern long-eared bat and river otter. FHU will prepare a Biological Evaluation (BE) review request letter for submittal to the U.S. Fish and Wildlife Service (USFWS) and Nebraska Game and Parks Commission (NGPC) regarding potential impacts to threatened and endangered species and critical habitat. If any additional coordination or mitigation efforts are required regarding threatened and endangered species, these would be considered out of scope.

Deliverables:

- Biological Evaluation Request Letter

- 10.8 Cultural Resources (Historic/Archeological) Investigation. The project will be evaluated for potential impacts to historic structures, archeological sites, and tribal lands.

- The Nebraska State Historic Preservation Office (SHPO) has indicated that archeological sites are present in the vicinity of the project. A pedestrian archeological survey will be conducted in areas along the project corridor that have the potential for ground disturbance. Results of the survey will be documented in an Archeological Survey Report.
- Standing structures that are potentially eligible for listing in the National Register of Historic Places (NRHP) are present along the project corridor. Because there is potential to impact the buildings or their viewsheds, a standing structures survey will be conducted for the project. Results of the survey will be documented in a Standing Structures Report.
- Letters requesting concurrence with findings of the archeological and standing structures surveys will be sent to the Nebraska SHPO and relevant Tribal Historic Preservation Offices (THPOs) to determine potential impacts to historic structures, archeological sites, and tribal lands. If any additional coordination or mitigation efforts are required regarding cultural resources, these would be considered out of scope.

Deliverables:

- Archeological Survey Report
- Standing Structures Survey Report
- SHPO and THPO Coordination Letters

11. Geotechnical Analysis. FHU's subconsultant (Thiele Geotech, Inc.) shall conduct geotechnical exploration through the advancement of soil borings, testing of samples in the field and in the laboratory, and analyses of the soil conditions encountered to determine recommendations for roadway subgrade preparation and pavement design.

Soil will be tested at twenty-seven (27) locations through sample borings to depths of 10 to 40 feet. Borings will be located within the project limits in a staggered pattern. This includes 22 borings spaced approximately at 200 feet apart along the road alignment. We assume some of the roadway borings will be able to double as noise wall borings. We added five (5) additional borings to the twenty-two (22) roadway borings to make up for locations where separate noise wall borings would be needed.

Other geotechnical task items are as follows:

11.1 Project Preparation

- Prior to drilling the soil borings, locations will be verified by Consultant personnel.
- Area underground utility service representatives will be contacted through the Diggers Hotline system to mark area public utilities in order to remove conflicts between drilling and utilities in accordance with State law.
- Site characteristics will also be noted, and the boring location adjusted to fit the site characteristics.

11.2 Soil Borings

- Soil sample boring will be done using a truck-mounted drilling and sampling rig. Consultant will obtain four soil samples within the upper 10 feet of borings.
- Undisturbed samples of cohesive soil will be obtained using a thin-walled sampler tube in accordance with ASTM D1587, Standard Method for Thin-Walled Tube Sampling of Soils, using an open-tube (Shelby Tube) sampler having an outside diameter of 3.0 inches.
- If encountered, sand or other granular soils will be retrieved with a split-barrel sampler. Standard Penetration Test (SPT) measurements will be made during the retrieval of each split-barrel sample in accordance with ASTM D1586, Standard Method for Penetration Test and Split-Barrel Sampling of Soils to determine the relative density of the granular materials.
- Field logs of the soil types and characteristics encountered at the boring location will be recorded in the field.
- Groundwater levels, if encountered within the boring depths, will be recorded at the time of drilling and after 24 hours.
- The borings will be filled. Extra soil will be removed from the drill locations.

11.3 Field Log

Recording the following:

- Thicknesses of existing fill or other disturbed soil layers will be recorded on the boring logs in the field, where encountered.
- Approximate locations of changes in soil type with depth.
- Groundwater levels when encountered during drilling.

- Identification of the subsurface materials described in accordance with ASTM D2488, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).
  - And other site conditions that may affect the engineering recommendations.
- 11.4 Laboratory Testing of Recovered Samples
- Measurements of in-place moisture content, density, shear strength, unconfined compressive strength, and soil classification will be conducted on selected clayey samples. Moisture content of selected sand samples will be measured. Consolidation potential will be measured from select samples.
  - Laboratory tests will be completed in accordance with ASTM procedures.
- 11.5 Analysis of the Test Data
- Potential effects of the area groundwater level.
  - Roadway subgrade preparation recommendations and support parameters.
- 11.6 Geotechnical Report
- Description of site soil conditions.
  - Frost depth requirements for the pavement structures.
  - Analysis of soil to ascertain presence of potentially expansive soils.
  - Analyses of consolidation potential and recommendations for minimizing consolidation after construction.
  - Recommended types of fill and backfill soil materials and compaction requirements for support of structures and pavements.
  - Recommended types of fill and backfill soil materials and compaction requirements for support of modular block retaining walls.
  - Recommended types of fill and backfill soil materials and compaction requirements and footing selection for Noise Walls.
  - Remedial site subsoil repair actions in the case that weak or otherwise unsuitable soils are found, if necessary.
  - Evaluation of soil or other materials requiring excavation or replacement and methods of removal.
  - Erosion control recommendations.
  - Pavement Determination Form.

Deliverables:

- Geotech Report with Pavement Recommendations.
12. Schedule – See attached Project Schedule. Preliminary Design is anticipated to be complete by July 31, 2020.

### 36th Street Improvements - Hwy 370 to Cornhusker Road

#### Project Schedule

[illegible]

**36th Street - N-370 to Cornhusker Road**  
**Preliminary Design Engineering**  
**Workhour and Fee Estimate**

August 29, 2019



	Principal II	Principal I	Associate	Sr. Engineer	Engineer V	Engineer IV	Engineer III	Engineer I	Sr. Designer	Sr. Env. Sc.	Env. Sci. III	Graphics	Total Hours	Total Dollars
<b>Task 1 - Project Management</b>	<b>22</b>	<b>16</b>	<b>0</b>	<b>4</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>66</b>	<b>\$13,370</b>
Task 1.1 Project Management	16	16		4	24								60	\$11,960
Task 1.2 Project Schedule	6												6	\$1,410
<b>Task 2 - Project Meetings</b>	<b>31</b>	<b>58</b>	<b>22</b>	<b>20</b>	<b>43</b>	<b>0</b>	<b>62</b>	<b>20</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>268</b>	<b>\$47,175</b>
2.1 Kick-off Meeting (1)	3	6	3	3	3					3			21	\$4,155
2.2 Progress Meetings (6)	18	18	9	9	18		18			6			96	\$17,940
2.3 Internal Progress Meetings (6)	6	6	6	4	6		8	8		3			47	\$8,040
2.4 Utility Coordination Meetings (2)		4			8		8						20	\$3,240
2.5 Floodplain Coordination Meetings (1)		16					16	8					40	\$6,280
2.6 Plan-in-Hand Meeting (1)	4	8	4	4	8		12	4					44	\$7,520
<b>Task 3 - Topographic Survey</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>\$2,270</b>
3.1 Topographic Survey Limits													0	\$0
3.2 Hydraulic Cross Sections		2					4						6	\$940
3.3 Control Points & Benchmarks													0	\$0
3.4 Survey Section Lines and Establish Existing ROW													0	\$0
3.5 Base Map Preparation							8		2				10	\$1,330
<b>Task 4 - Preliminary Hydrologic Analysis</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>56</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>\$11,480</b>
4.1 Hydrologic Data Review		4					20	8					32	\$4,280
4.2 Squaw Creek Hydrologic Study		4					36	16					56	\$7,200
<b>Task 5 - Preliminary H&amp;H Analysis</b>	<b>0</b>	<b>78</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>488</b>	<b>256</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>822</b>	<b>\$106,700</b>
5.1 Big Papillion Creek Duplicate Effective Models													0	\$0
5.1a Current Effective Model		8					80	40					128	\$16,280
5.1b USACE/P-MRNRD Model Updates		8					40	24					72	\$9,400
5.2 West Papillion Creek Duplicate Effective Models													0	\$0
5.2a Current Effective Model		2					24	16					42	\$5,220
5.2b USACE/P-MRNRD Model Updates		6					40	24					70	\$8,980
5.3 Big Papillion/West Papillion 1D/2D Models													0	\$0
5.3a Corrected Effective/Existing Conditions Models		16					120	40					176	\$23,160
5.3b Proposed Conditions Models		12					80	40					132	\$17,120
5.4 Squaw Creek Models													0	\$0
5.4a Duplicate Effective Model		4					40	24					68	\$8,560
5.4b Corrected Effective Model		4					24	8					36	\$4,800
5.4c Existing Conditions Model		2					8	8					18	\$2,300
5.4d Proposed Conditions Model		4					16	12					32	\$4,180
5.5 Preliminary H&H Study Report		4					16	20					40	\$5,020
5.6 Preliminary H&H Analysis QA / QC		8											8	\$1,680
<b>Task 6 - Traffic Analysis and Signal Design</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>0</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>200</b>	<b>\$27,720</b>
6.1 Review and Update Feasibility Study Traffic Analysis			16					40				8	64	\$8,320
6.2 Preliminary Traffic Signal Design			16			80		40					136	\$19,400
<b>Task 7 - Design Refinement</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>4</b>	<b>40</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>148</b>	<b>\$23,720</b>
7.1 Alternatives Analysis	8	8	8	4	40		40		40				148	\$23,720
<b>Task 8 - Preliminary Design</b>	<b>14</b>	<b>93</b>	<b>6</b>	<b>38</b>	<b>170</b>	<b>0</b>	<b>620</b>	<b>294</b>	<b>672</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>1811</b>	<b>\$255,150</b>
8.1 Data Collection and Review		8	4	4	8		8		8				40	\$6,800
8.2 Note Reduction/Preliminary Plotting							16		16				32	\$4,400
8.3 Site Inspections	2	8	2	2	8		12			2	2		38	\$6,450
8.4 Roadway Horizontal Alignment					4		16		8				28	\$3,920
8.5 Roadway Vertical Alignment					4		16		8				28	\$3,920
8.6 Typical Sections					8		16		16				40	\$5,760
8.7 Template Roadway Cross Sections					16		80		80				176	\$24,720
8.8 Earthwork					4		16		16				36	\$5,080
8.9 Roadway Geometric Design					24		80		80				184	\$26,080
8.10 Roadway Drainage Study		12					40	120					172	\$20,320
8.11 Storm Sewer Design		8					32	80	40				160	\$20,040
8.12 Construction and Removal					24		80		80				184	\$26,080



8.13 Stormwater Detention Design		4					24	48					76	\$9,000
8.14 Limits of Construction					4		8		8				20	\$2,880
8.15 Utility Coordination/Verification					8		8						16	\$2,400
8.16 Construction Phasing		4			8		16		24				52	\$7,760
8.17 Retaining Wall					6		16		20				50	\$7,520
8.18 Bridge TS&Ls		1		20	20		8	30	80				159	\$23,200
8.20 Aerial / Wetland Plan							4		4				8	\$1,100
8.21 Quantities / Estimates		4			8		32	16	8				68	\$9,200
8.22 Right-of-Way Design					8		60		60				128	\$17,860
8.23 QA / QC		4	40										44	\$9,340
8.24 30% Design Submittal		4	2		2	4	16		8				36	\$5,660
8.25 60% Design Submittal		4	2		2	4	16		8				36	\$5,660
<b>Task 9 - Public Engagement</b>	<b>18</b>	<b>34</b>	<b>6</b>	<b>6</b>	<b>24</b>	<b>18</b>	<b>24</b>	<b>6</b>	<b>16</b>	<b>56</b>	<b>58</b>	<b>48</b>	<b>314</b>	<b>\$49,140</b>
9.1 Public Involvement Plan (PIP)		2								4	6		12	\$1,880
9.2 One-on-One Stakeholder Meetings	12	12			12	12				24	12		84	\$14,820
9.3 Project Website		4								4	8	8	24	\$3,480
9.4 Public Meeting	6	12	6	6	12	6	24	6	16	16	16	20	146	\$22,380
9.5 Outreach Materials		4								8	16	20	48	\$6,580
<b>Task 10 - Environmental Review</b>	<b>4</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>218</b>	<b>0</b>	<b>292</b>	<b>\$42,780</b>
10.1 Environmental Review										8	32		40	\$5,520
10.2 Environmental Review Document	4	16								8	32		60	\$9,820
10.3 USACE Section 408 Categorical Permission		8									24		32	\$4,800
10.4 Hazardous Materials Review (HMR)										10	30		40	\$5,600
10.5 Wetland Delineation		8									40		48	\$6,880
10.6 Nationwide Section 404 Permit Application		8									36		44	\$6,360
10.7 Endangered Species Review											16		16	\$2,080
10.8 Cultural Resources Investigation										4	8		12	\$1,720
													0	\$0
<b>Task 11 - Geotechnical Analysis</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>\$2,960</b>
11.1 Project Preparation		2			2								4	\$760
11.2 Soil Borings													0	\$0
11.3 Field Log													0	\$0
11.4 Laboratory Testing of Recoverd Samples													0	\$0
11.5 Analysis of the Test Data				4	4								8	\$1,440
11.6 Geotechnical Report		2			2								4	\$760
<b>TOTAL HOURS</b>	<b>97</b>	<b>341</b>	<b>74</b>	<b>76</b>	<b>309</b>	<b>98</b>	<b>1302</b>	<b>680</b>	<b>630</b>	<b>100</b>	<b>278</b>	<b>56</b>		<b>4041</b>
<b>TOTAL LABOR / HR RATE</b>	<b>\$235</b>	<b>\$210</b>	<b>\$200</b>	<b>\$190</b>	<b>\$170</b>	<b>\$150</b>	<b>\$130</b>	<b>\$105</b>	<b>\$145</b>	<b>\$170</b>	<b>\$130</b>	<b>\$115</b>		
<b>TOTAL LABOR COSTS</b>	<b>\$22,795</b>	<b>\$71,610</b>	<b>\$14,800</b>	<b>\$14,440</b>	<b>\$52,530</b>	<b>\$14,700</b>	<b>\$169,260</b>	<b>\$71,400</b>	<b>\$91,350</b>	<b>\$17,000</b>	<b>\$36,140</b>	<b>\$6,440</b>		<b>\$582,465</b>

#### DIRECT PROJECT EXPENSES

Printing	2800	\$0.19												\$532
10 - 32" by 40" displays mounted on foam core	10	\$15.00												\$150
Postage for invitation and response letters	300	\$0.50												\$150
Traffic Counts (MNRG)	1	\$525												\$525
Mileage	992	\$0.545												\$541
<b>TOTAL DIRECT PROJECT EXPENSES</b>														<b>\$1,898</b>

#### SUBCONSULTANT EXPENSES

Thiele Geotech	1	\$48,344												\$48,344
RW Surveying & Engineering	1	\$74,290												\$74,290
Gaea Consulting	1	\$37,270												\$37,270
Pedestrian Archeological & Standing Structures Survey	1	\$6,733												\$6,733

<b>TOTAL SUBCONSULTANT EXPENSES</b>														<b>\$166,637</b>
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<b>TOTAL PROJECT COST</b>														<b>\$751,000</b>
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## 2019 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

### Staff Rates

Principal III .....	\$260
Principal II .....	\$235
Principal I .....	\$210
Associate.....	\$200
Sr. Bridge Engineer .....	\$190
Bridge Engineer V .....	\$170
Bridge Engineer IV .....	\$150
Bridge Engineer III.....	\$130
Bridge Engineer II.....	\$115
Bridge Engineer I.....	\$105
Sr. Engineer .....	\$190
Engineer V .....	\$170
Engineer IV .....	\$150
Engineer III.....	\$130
Engineer II .....	\$115
Engineer I .....	\$105
Sr. Environmental Scientist/Planner .....	\$190
Environmental Scientist/Planner V.....	\$170
Environmental Scientist/Planner IV.....	\$150
Environmental Scientist/Planner III .....	\$130
Environmental Scientist/Planner II .....	\$115
Environmental Scientist/Planner I .....	\$105
GIS Manager.....	\$190
GIS Specialist V.....	\$170
GIS Specialist IV.....	\$150
GIS Specialist III .....	\$130
GIS Specialist II .....	\$115
GIS Specialist I .....	\$105
Sr. Transportation Planner .....	\$190
Transportation Planner V .....	\$170
Transportation Planner IV .....	\$150
Transportation Planner III.....	\$130
Transportation Planner II.....	\$115
Transportation Planner I.....	\$105
Lead ITS Specialist .....	\$190
CADD Manager .....	\$165
Sr. Bridge Designer.....	\$165
Lead Designer.....	\$165
Sr. Designer/Project Technician.....	\$145
Designer V/Project Technician V .....	\$135
Designer IV/Project Technician IV.....	\$130
Designer III/Project Technician III.....	\$115
Designer II/Project Technician II.....	\$100
Designer I/Project Technician I .....	\$90

Sr. Construction Technician.....	\$120
Construction Technician V.....	\$115
Construction Technician IV.....	\$105
Construction Technician III .....	\$100
Construction Technician II .....	\$85
Construction Technician I .....	\$75
Intern I .....	\$55
Graphic Design Manager .....	\$130
Graphic Design Specialist V .....	\$120
Graphic Design Specialist IV.....	\$110
Graphic Design Specialist III.....	\$100
Graphic Design Specialist II .....	\$90
Graphic Design Specialist I.....	\$80
Marketing Manager .....	\$135
Marketing Specialist.....	\$115
Systems Administrator .....	\$120
Sr. Administrative Assistant.....	\$110
Administrative.....	\$90

### Other Direct Costs

#### Plots

Bond .....	\$0.31/sq ft
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#### Prints

Black and White .....	\$0.12/print
Color.....	\$0.19/print

#### Presentation Boards

Bond Foam Core Mounted.....	\$1.51/sq ft
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#### Travel

Mileage.....	\$0.545/Mile
(or current allowable Federal rate)	
Truck (Construction).....	\$45.00/day
Parking.....	Actual Costs
Lodging/Airfare .....	Actual Costs

#### Other Miscellaneous Costs

Courier/Postage .....	Actual Costs
Per Diem .....	Actual Costs
Subconsultants/Vendors .....	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.



13478 Chandler Road  
Omaha, Nebraska 68138-3716  
402.556.2171 Fax 402.556.7831  
www.thielegeotech.com

April 18, 2019

Mr. Kyle Anderson, P.E.  
Felsburg Holt & Ullevig  
11422 Miracle Hills Drive, Suite 115  
Omaha, Nebraska 68154

**RE: PROPOSAL FOR GEOTECHNICAL EXPLORATION  
36<sup>TH</sup> STREET IMPROVEMENTS  
HIGHWAY 370 TO CORNHUSKER ROAD, BELLEVUE, NE**

Dear Mr. Anderson:

Enclosed is our proposal for geotechnical exploration related to the proposed 36<sup>th</sup> Street Improvements project to be located between Highway 370 and Cornhusker Road in Bellevue, Nebraska. The accompanying proposal describes our approach and proposed scope of services, the estimated cost of the study, and the contract terms.

Thiele Geotech is a service-oriented firm offering geotechnical, material, and environmental engineering. Our focus is on providing quality engineering solutions based on each individual client's needs. Our professional staff has extensive experience with similar projects, and we have the equipment and resources available to complete this study.

We look forward to working with you and your design team on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return an executed copy to our office.

Respectfully,  
**Thiele Geotech, Inc.**

Heath E. Cutler, P.E.  
Project Engineer

Enclosure

R:\PROPOSAL\GEOTECHNICAL DEPARTMENT\36TH STREET IMPROVEMENTS.DOCX

**Geotechnical Exploration Proposal  
36<sup>th</sup> Street Improvements  
Highway 370 to Cornhusker Road  
Bellevue, Nebraska  
April 18, 2019**

Thiele Geotech, Inc. is pleased to submit our proposal for geotechnical exploration related to the referenced project. The following sections detail our understanding of the project and our proposed scope of services. A cost of the study is included in Exhibit A. This proposal will be held open for a period of 45 days from the above date.

**PROJECT DESCRIPTION**

Our understanding of the project is based upon information provided by Felsburg Holt & Ullevig.

The project consists of widening an approximate 1.4 mile segment of 36<sup>th</sup> Street between Highway 370 and Cornhusker Road in Bellevue, Nebraska. The widening and right-of-way improvements will occur on both the north and south sides of 36<sup>th</sup> Street across the entire roadway alignment. Widening of 36<sup>th</sup> Street will not occur from Summit Plaza Drive to Cornhusker Road as these areas have been widened in conjunction with previous projects.

In conjunction with the proposed widening, two new bridges will be constructed at the West Papillion and the Big Papillion Creek crossings. Both bridges are anticipated to be 3-span, pretensioned and prestressed concrete bridges (PPCB). The West Papillion and Big Papillion bridges will have total lengths of 310 feet and 340 feet, respectively, with each having a total width of 89'-8". It is anticipated that fill nearing 13 feet will be required to establish bridge approach grades for the West Papillion Bridge, and that 3 to 6 feet of fill will be required for the Big Papillion Bridge. Loading information was not provided at the time of this proposal. Steel H-piles, each with a maximum capacity of 75 tons, are anticipated to support the heavy loading of the bridge abutments and piers.

An existing box culvert in the Big Elk Creek north of Old 36<sup>th</sup> Street will also be extended to the east and west to accommodate the widening. Other right-of-way improvements will include approximately 910 lineal feet of retaining walls on the north side of the roadway at various locations across the project and construction of sidewalk and bikeway paths.

Based on preliminary profile plans, significant portions of the alignment will require fill of up to 13 feet to establish proposed roadway grades. Cuts of 5 feet or less will be required near the center portion of the project.

Based on previous experience in the area, the soils on the site are expected to consist of Peoria loess deposits overlying older loess and till deposits. Upland alluvial deposits are expected to be encountered in the low-lying drainage areas. The loess and alluvium are assumed to be of firm and soft consistency, respectively.

**SCOPE OF SERVICES**

Our proposed geotechnical exploration will consist of test borings to obtain geologic information and samples of the site soils, laboratory tests to determine the relevant engineering properties of the various soil strata, and a report of geotechnical engineering recommendations.

With the anticipated soil conditions, we propose to conduct a total of 30 test borings. The borings are anticipated to be located on City of Bellevue public right-of-way, with the borings spaced approximately 250 feet apart along the 36<sup>th</sup> Street alignment. Four of the borings will be located near each of the anticipated bridge abutment locations and one boring will be conducted at the culvert extension. Boring locations may be field adjusted due to access and conflicts with existing utilities. Based on boring depths of 10 to 100 feet, a total drilling footage of up to 800 lineal feet is proposed.

Thiele Geotech will be responsible for the layout of borings, contacting Nebraska One-Call for public utility locates, and coordination of traffic control for lane closures. A third party company will be subcontracted to provide traffic control for any lane closures, and traffic control will be consistent with City of Bellevue Standards. This proposal assumes lane closures for the majority of boring locations. Thiele Geotech will set out traffic signage while working on shoulders for select borings. Additionally, Thiele Geotech will use amber lights on drill rigs and support trucks.

The borings will be sampled at 2.5 foot intervals in the top 10 feet and every 5 feet thereafter. A descriptive log of the test borings will be prepared by an experienced drill crew member. Undisturbed samples of cohesive soils will be obtained using a thin-walled Shelby tube. Split-spoon samples will be taken in sands or stiff materials, where Shelby tube recovery is problematic. Groundwater depth will be measured during drilling, at the end of drilling, and 24 hours after completion of drilling (where practical). The borings will be backfilled with drill cuttings, excess soil will be removed from the project, and pavement patched with like material where necessary. No rock coring or pavement coring is required for this work.

Based on the results of the test boring, a laboratory testing program will be established to evaluate the engineering properties of the various soil strata. Laboratory testing may include moisture content, density, sieve analysis, hydrometer, index property, unconfined compressive strength, UU Triaxial compressive strength, and consolidation.

Our report will discuss the general soil and ground water conditions underlying the site, present the relevant engineering properties of the existing soils, present thickness of existing pavements, provide earthwork and site preparation recommendations, and recommend design criteria and parameters for pavements, bridges, retaining walls, and other earth supported improvements.

The proposed scope of services does not include an evaluation of potential contamination on or near the site. If the environmental condition of the property is a concern, an environmental site assessment can be provided as an additional service.

## **ESTIMATED COST & SCHEDULE**

Professional services will be billed at the unit rates listed in Exhibit A. Based on the indicated work scope, the total cost for this study is estimated at \$48,344.00. This maximum amount will not be exceeded for the geotechnical exploration unless additional work is authorized.

Approximately 5 to 7 weeks from your notice to proceed will be required to complete the study. The schedule is somewhat dependent on weather, cooperation of private property owners, site access conditions, and other factors including the actual subsurface conditions identified in the test borings. If this proposed schedule does not meet your project requirements, we would be happy to discuss alternate schedules.

**ADDITIONAL SERVICES**

Subsequent to completion of the geotechnical exploration data report, additional services are often required that are not included in the above estimate. These include consultation with the design team and review of the final plans and specifications. In addition, construction phase quality control testing is an additional service not included in the above estimate. An environmental assessment, if required, can also be performed as an additional service. If we are requested to provide additional services including, but not limited to the above, you will be billed in accordance with our normal fee schedule. We would be happy to provide cost estimates for any additional services at your request.

**EXHIBITS**

Exhibit A – Geotechnical Cost Estimate

**THIELE GEOTECH, INC.**

By: \_\_\_\_\_

Andrew J. Miller

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

## Geotechnical Cost Estimate

Exhibit A

36th Street Improvements  
Highway 370 to Cornhusker Road, Bellevue, NE

4/18/2019

Description	Estimated Quantity	Unit Rate	Estimated Cost
<b>Pre-Mobilization Coordination</b>			
Project Engineer (/hr.)	25.0	124.00	3,100.00
Geologist (/hr.)	25.0	101.00	2,525.00
<b>Drilling</b>			
Mobilization (Zone 1)	1.0	1,500.00	1,500.00
Exploratory Drilling (flight augers) (/ft.)	245.0	13.00	3,185.00
Exploratory Drilling (hollow stem augers) (/ft.)	525.0	17.00	8,925.00
Survey Drilled Locations (/hr.)	20.0	132.00	2,640.00
Traffic Control (lump sum)	1.0	3,000.00	3,000.00
Shelby Tube (ea.)	20.0	30.00	600.00
<b>Laboratory Analysis</b>			
Atterberg Limits (/set)	10.0	88.00	880.00
Unit Weight Test (ea.)	117.0	22.00	2,574.00
Sieve w/ Hydrometer Analysis (ea.)	10.0	120.00	1,200.00
Unconfined Compression Test (ea.)	90.0	34.00	3,060.00
UU Triaxial Compression Test (ea.)	2.0	130.00	260.00
One-Dimensional Consolidation Test (ea.)	5.0	335.00	1,675.00
<b>Project Management and Geotechnical Reporting</b>			
Senior Engineer (/hr.)	15.0	189.00	2,835.00
Project Engineer (/hr.)	40.0	124.00	4,960.00
Geologist (/hr.)	25.0	101.00	2,525.00
Drafter (/hr.)	10.0	60.00	600.00
		Subtotal	46,044.00
<b>Contingency</b>		5%	2,300.00



## R.W. Engineering & Surveying, Inc.

*Our passion for surveying knows no boundary*

April 18, 2019

Kyle Anderson, PE, PTOE  
Felsburg, Holt & Ullevig  
11422 Miracle Hills Drive, Ste. 115  
Omaha, NE 68154

RE: Professional Surveying Services  
36<sup>th</sup> Street, N370 to Cornhusker

Dear Kyle,

R.W. Engineering & Surveying, Inc. (RW) is pleased to submit our proposal for professional land surveying services for the above referenced project. We understand that the scope of our services for this project will include the following tasks.

### Scope of services:

1. Topographic Survey
  - a. Survey limits per Figure 1, attached.
  - b. Additional Survey limits + Hydraulic Sections per Figure 2, attached.
  - c. Scope of Services per Exhibit B, attached

### Assumptions / Exclusions:

1. This proposal does not include any other service not directly identified in this proposal. RW is available to perform any or all additional services contingent upon the Owner's written requests.

### Schedule:

The surveying services as defined in Exhibit B will be started within two weeks (weather permitting) after notice to proceed is received. Fieldwork is anticipated to take six to eight weeks with post processing taking an additional two to three weeks to complete. Every effort will be made to complete the project ASAP.

### Fees:

We propose to bill for services on the basis of hourly rates incurred. Our fees will not exceed the amount listed below.

- |                       |                                |
|-----------------------|--------------------------------|
| 1. Topographic Survey | See Exhibit C for fee schedule |
|-----------------------|--------------------------------|

Additional services beyond our scope of services outlined above will be billed on the basis of hourly rates incurred.

### Supplemental Terms and Conditions:

1. Invoices will be submitted monthly around the 25<sup>th</sup> of the month. All invoices are net 10 days.
2. No amendments or additions to this Agreement shall be made between the parties except in writing.
3. instruments of professional service and shall remain the property of RW. RW shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.
4. This proposal is valid if accepted within thirty days from the date of this proposal.

If there are any questions regarding this proposal, please refer them to Russell Falconer. To authorize us to proceed with the proposed services, please indicate by signing below and returning one executed copy of this agreement to us. If you need further information, or if we need to modify our proposal to better fit your needs, please contact us at your convenience.

Respectfully Submitted,  
R.W. Engineering & Surveying, Inc.

Russell W. Falconer, PE  
President/CEO

Accepted by: \_\_\_\_\_  
Name, Title Date

Of: \_\_\_\_\_  
Company

**Exhibit B**  
**SCOPE OF SERVICES**

**Topographic Services**  
**For**  
**Project: 36th Street, from N-370 to Cornhusker Road**  
**City of Bellevue Project Number: xxx**

1. Topographic Survey. The topographic survey will be completed following the procedures of the "STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, ROADWAY DESIGN DIVISION PROCEDURE FOR PRELIMINARY SURVEYS". Survey data will be on Modified Nebraska State Plane Coords and NAVD 88 Vertical Datum.
  - 1.1 Topographic Survey Limits. The survey limits will include 150 feet left and 150 right of the existing alignment of 36<sup>th</sup> Street and will extend from the north curb line of N-370 north to a point 1000' north of Cornhusker Road. Intersecting side streets will be surveyed 100 feet left and 100 feet right of the side street centerline for a distance of 500 feet.
  - 1.2 Hydraulic Cross Sections. In addition to the 36<sup>th</sup> Street corridor referenced in Task 3.1, survey shots will be needed along two hydraulic cross sections – one further upstream than the project corridor and one further downstream from the project corridor for each stream crossing. The cross sections will extend across each mapped floodplain for Big Papillion Creek, West Papillion Creek and Squaw Creek. It will also be necessary to obtain topographic survey of the box culvert on Squaw Creek at Cornhusker Road and 300 feet left and right of the existing alignment of Cornhusker Road for 300 feet on either side of the stream crossing.
  - 1.3 Control Points & Benchmarks. Control Points and Benchmarks will be identified and included in the plan sheets.
  - 1.4 Survey Section Lines and Establish Existing ROW Lines. The existing Section Corners and Quarter Corners will be located and surveyed to establish the existing Section Lines bordering the project. The existing ROW lines will then be established from existing Plat Maps. If necessary, property pins will be located to assist with defining existing ROW lines.
  - 1.5 Base Map Preparation. FHU will create the base maps using the topographic survey data.



Attachment 2  
Page 8 of 12

**Gaea Consultants and Engineers  
SCOPE OF SERVICES**

**Preliminary Design H&H Assistance and QA/QC  
For  
Project: 36th Street, from N-370 to Cornhusker Road**

This scope provides for preliminary hydrologic and hydraulic analysis assistance and QA/QC for the 36<sup>th</sup> Street project from N-370 to Cornhusker Road.

**A. Scope of Services**

1. Project Management. This task includes activities to monitor project schedules, workload assignments, prepare and process invoices, and maintain project records.
2. Project Meetings.
  - 2.1 Kick-off and Progress Meetings. Attend a kickoff meeting for project H&H work with FHU (via Skype), join FHU in Omaha for a two-day working session on the review of data and design approach refinements, and attend H&H-related progress meetings (assumes 6 progress meetings).
  - 2.2 Floodplain Coordination Meetings. Attend two meetings with FHU, City staff, the Papio-Missouri River Natural Resources District (P-MRNRD) and/or the United States Army Corps of Engineers (USACE) on floodplain issues. The task assumes one meeting will be in person while in town during the two-day working session (if scheduling allows, phone or Skype if not). The second meeting will be by phone or Skype.
3. Hydrologic and Hydraulic Data Review. Review available information provided by FHU including hydrologic and hydraulic models used in the feasibility study and the feasibility study itself. Also review any updates provided by the P-MRNRD and USACE as it relates to this project. Any comments and suggestions on design approach refinements resulting from the review will be discussed with FHU at the two-day working session.
4. Preliminary Hydrologic and Hydraulic Analysis QA/QC. Provide QC review on hydrologic and hydraulic models prepared by FHU as part of its preliminary analysis (reference Tasks 4 and 5 in FHU's Master Agreement with the City). The following models are anticipated for the project:
  - 4.1 Hydrologic Models
    - Squaw Creek Hydrology
  - 4.2 Hydraulic Models
    - Big Papillion Creek Duplicate Effective Models
      - a. Current Effective Model
      - b. USACE/P-MRNRD Model Updates
    - West Papillion Creek Duplicate Effective Models
      - a. Current Effective Model.
      - b. USACE/P-MRNRD Model Updates
    - Big Papillion Creek/West Papillion Creek 1D/2D Models

- a. Corrected Effective/Existing Conditions Models
    - b. Proposed Conditions Models
  - Squaw Creek Models
    - a. Duplicate Effective Model
    - b. Corrected Effective Model
    - c. Existing Conditions Model
    - d. Proposed Conditions Model
- 4.3 Preliminary Hydrologic and Hydraulic Study Report

# 36th Street - N-370 to Cornhusker Road

## Preliminary Design Engineering

Workhour and Fee Estimate

From Gaea Consulting

April 22, 2019



	Principal II	Principal I	Sr. Engineer	Engineer V	Engineer IV	Engineer III	Engineer I	Sr. Designer	Env. Sci. V	Env. Sci. III	Graphics	Total
<b>Task 1 - Project Management</b>	0	8	0	0	0	0	0	0	0	0	0	<b>\$1,560</b>
1 Project Management		8										\$1,560
<b>Task 2 - Project Meetings</b>	0	8	48	0	0	0	0	0	0	0	0	<b>\$9,960</b>
2.1 Kick-off and Progress Meetings		4	40									\$7,780
2.2 Floodplain Coordination Meetings		4	8									\$2,180
<b>Task 3 - H&amp;H Review</b>	0	0	40	0	0	0	0	0	0	0	0	<b>\$7,000</b>
3 Hydrologic and Hydraulic Review			40									\$7,000
<b>Task 4 - Preliminary H&amp;H Analysis QA/QC</b>	0	0	100	0	0	0	0	0	0	0	0	<b>\$17,500</b>
4.1 Hydrologic Models			8									\$1,400
4.2 Hydraulic Models			84									
4.3 Preliminary H&H Study Report			8									
<b>TOTAL HOURS</b>	0	16	188	0	0	0	0	0	0	0	0	<b>36020</b>
<b>TOTAL LABOR / HR RATE</b>	\$240	\$195	\$175	\$155	\$140	\$120	\$95	\$135	\$155	\$120	\$115	
<b>TOTAL LABOR COSTS</b>	\$0	\$3,120	\$32,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>\$36,020</b>

### DIRECT PROJECT EXPENSES

Airfare	\$500
Hotel	\$500
Meals/Misc	\$250

<b>TOTAL DIRECT PROJECT EXPENSES</b>	<b>\$1,250</b>
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<b>TOTAL PROJECT COST</b>	<b>\$37,270</b>
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HISTORIC RESOURCES GROUP, INC.

Principal Investigator			
Task	Hours	Rate	Total
Site file search	2	\$95.00	\$190.00
Field work	8	\$95.00	\$760.00
Research	4	\$95.00	\$380.00
Cultural Resource Survey Report/Maps	12	\$95.00	\$1,140.00
Final draft survey documents	4	\$95.00	\$380.00

*Principal Investigator Total* **\$2,850.00**

Project Archeologist			
Task	Hours	Rate	Total
Research	4	\$55.00	\$220.00
Field work	24	\$55.00	\$1,320.00
Archeology maps	6	\$55.00	\$330.00
Draft archeology report	12	\$55.00	\$660.00
Prepare final draft	6	\$55.00	\$330.00

*Project Archeologist Total* **\$2,860.00**

Administrative Assistant			
Task	Hours	Rate	Total
Project Administration/Invoicing	5	\$25.00	\$125.00

Expenses			
Automobile Mileage (400 miles at \$0.545)			\$218.00
Per Diem \$170 per day/4 days			\$680.00
<i>Expenses Total</i>			<b>\$898.00</b>

**Total Project Cost** **\$6,733.00**



# **AGENDA ITEM REQUEST 19-261**

## **Board of Commissioners - Sep 17 2019**

### **Resolution**

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#### **ITEM DESCRIPTION**

Interlocal with the City of Bellevue for preliminary design of 36th Street from approximately Highway 370 to Cornhusker Road for an approximate County cost of \$375,500

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#### **SPEAKER**

Scott Bovick, Deputy County Administrator

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#### **SUMMARY AND BACKGROUND**

The Interlocal is with the City of Bellevue for preliminary design for 36th Street from approximately Highway 370 to Cornhusker Road. Work will be completed by FHU and generally consist of topographic survey, hydraulic analysis, traffic study, roadway design, drainage design, construction phasing, bridge TS&L's, wetland delineation, right of way design, and public engagement. Bellevue is the Lead Agency for purposes of completion of the Preliminary Design, but Sarpy will participate.

The estimated total cost of the preliminary design is estimated to be \$751,000 with Sarpy's estimated share to be \$375,500, which will be reimbursed to Bellevue upon project completion. FHU is prepared to mobilize right away with completion by July 2020.

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#### **STAFF RECOMMENDATION**

The Interlocal has been reviewed by the County Attorney, Administration, Public Works and Purchasing. Approval is recommended.

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#### **FISCAL IMPACT**

##### **Fiscal Year**

2020

##### **Total County cost of project:**

\$375,500

##### **Is Item in current year budget?**

☒ Yes ☐ No

##### **Does this item commit the County to future expenses beyond this amount?**

☐ Yes ☒ No

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#### **ATTACHMENTS**

[Resolution 2019-283 - 36th Street Design study](#)

Interlocal Cooperation Agreement for Preliminary Design of 36th Street Final to Board 9-17-2019  
36th Street Prelim Design Proposal V3

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**Submitted by:** Beth Garber, Purchasing Agent

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

**16g.  
10/1/19**

<b>COUNCIL MEETING DATE:</b>	October 1, 2019	<b>AGENDA ITEM TYPE:</b>	
<b>SUBMITTED BY:</b>  City Attorney		SPECIAL PRESENTATION	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/> PUBLIC HEARING REQUIRED
		RESOLUTION	<input type="checkbox"/> PUBLIC HEARING REQUIRED
		CURRENT BUSINESS	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

**SUBJECT:**

Approval of and Authorization for the Mayor to sign the Purchase Agreement for the City to obtain certain parcels of property.

**SYNOPSIS:**

Purchase agreement to obtain certain parcels of land consisting of 44.9 acres.

**BACKGROUND**

As part of the restructuring of City and in efforts to centralize the City's Public Works, Parks, Streets and Fleet Maintenance Departments, this will allow one centralized location for all the departments.

**FISCAL IMPACT:** \$ 808,200.00      **BUDGETED FUNDS?** Yes      **GRANT/MATCHING FUNDS?** No

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b> Yes	<b>COUNTER-PARTY:</b>		<b>INTERLOC</b> No
<b>CONTRACT DESCRIPTION:</b> Purchase Agreement			
<b>CONTRACT EFFECTIVE DATE:</b>	<b>CONTRACT TERM:</b>	<b>CONTRACT END DATE:</b>	
<b>PROJECT NAME:</b>			
<b>START DATE:</b>	<b>END DATE:</b>	<b>PAYMENT DATE:</b>	<b>INSURANCE REQUIRED</b>
<b>CIP PROJECT NAME:</b>		<b>CIP PROJECT NUMBER:</b>	
<b>MAPA NAME(S):</b>		<b>MAPA NUMBER(S):</b>	
<b>STREET DISTRICT NAME(S):</b>		<b>STREET DISTRICT NUMBER(S):</b>	
<b>ACCOUNTING DISTRIBUTION CODE:</b>		<b>ACCOUNT NUMBER:</b>	

**RECOMMENDATION:**

Approve and authorize the Mayor to sign Purchase Agreement, regarding certain parcels of land consisting of 44.9 acres.

**ATTACHMENTS:**

1	Purchase Agreement	4	
2		5	
3		6	

**SIGNATURES:**

**LEGAL APPROVAL AS TO FORM:**

**FINANCE APPROVAL AS TO FORM:**

**ADMINISTRATOR APPROVAL TO SUBMIT:**



## PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement"), dated for reference purposes only the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), between The Carol J. Gates Trust ("Seller") and THE CITY OF BELLEVUE, NEBRASKA, a municipal corporation ("Purchaser" or "City").

### WITNESSETH:

WHEREAS, Seller is the owner of certain real properties, as legally described on attached Exhibit "A" as surveyed, platted and recorded in Sarpy County, Nebraska (collectively, the "Properties").

WHEREAS, City provided a Letter of Intent and an Amended Letter of Intent to Seller dated July 15, 2019 and August 13, 2019.

WHEREAS, Seller accepted the Letter of Intent on July 29, 2019 and Amended Letter of Intent on August 28, 2019, attached hereto as Exhibit "B."

1. **PROPERTIES.** In consideration of the mutual promises, covenants, and agreements hereinafter contained, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy and take from Seller, upon the terms and conditions hereinafter set forth, that real properties, or a portion thereof, consisting of 44.9 acres owned by Seller located in Sarpy County, Nebraska, and legally described in Exhibit A attached hereto and incorporated by reference herein (hereinafter referred to as the "Properties").

2. **PURCHASE PRICE.** Purchaser agrees to pay, at Closing, as the purchase price (the "Purchase Price") for the Properties the sum of Eighteen Thousand and No/100 Dollars (\$18,000.00) per acre of land, subject to closing adjustments and prorations, for a total of Eight Hundred Eight Thousand Two Hundred and No/100 Dollars (\$808,200.00).

3. **DEPOSIT.** Purchaser agrees to deposit Five Thousand and No/100 Dollars (\$5,000.00) within three (3) days of execution of the Purchase Agreement by both parties to be held by the Title Company (as defined below).

4. **CLOSING.** The date for closing the sale and purchase of the Properties (the "Closing" or "Closing Date") shall occur thirty (30) days after expiration of the Due Diligence Period; however, the Closing Date shall be no later than December 31, 2019, unless mutually agreed upon by both Seller and Purchaser. An earlier closing may occur as mutually agreed between Purchaser and Seller. Closing shall be held at First American Title Insurance Company, 13924 Gold Circle, Omaha, NE 68144 ("Title Company") or at such other place as the parties may mutually agree. At Closing the parties will execute and deliver such affidavits and other closing documents reasonably necessary to transfer title to the Properties in accordance with this Agreement which Title Company may reasonably require.

### 5. CLOSING PROCEDURES.

(a) Conveyance of Properties. Seller shall deliver to Purchaser at Closing an executed special warranty deed in recordable form conveying fee simple title to the Properties to Purchaser.

Title to the Properties shall be conveyed by Seller to Purchaser free and clear of all liens subject, however, to the following permitted exceptions (the "Permitted Exceptions"):

- (i) Current taxes and assessments which are a lien not yet delinquent;
- (ii) Any matter of record or not of record that in any way affects title to the Properties which resulted from the acts or omissions of Purchaser;
- (iii) Applicable laws, regulations, zoning regulations and ordinances, whether federal, state or local; and
- (iv) Permitted Exceptions pursuant to Section 7.

6. **SURVEY.** After acceptance hereof by Seller, Purchaser shall have the right to have the Properties surveyed at Purchaser's expense. Such survey shall be an ALTA/ACSM survey which shall be in a form sufficient to induce the Title Company to delete all standard and printed exceptions contained in the Title Commitment described in Section 7 of this Agreement. If the survey shows any discrepancies or conflicts in boundary lines and encroachments which might materially decrease the value of the Properties which Seller is unable or unwilling to cure, then Purchaser's sole remedy shall be to terminate this Agreement by written notice to Seller given during the Due Diligence Period, whereupon the Deposit shall be refunded, otherwise the defects shall be deemed to be waived. Purchaser will provide copies of any survey to Seller upon request at no cost.

7. **EVIDENCE OF TITLE.** After the execution of this Agreement by the parties, Purchaser shall obtain a title insurance commitment issued by Title Company for an ALTA Owner's Form policy in an amount equal to the Purchase Price, which shall commit to insure fee simple title to the Properties in Purchaser upon Closing, subject to the Permitted Exceptions. Purchaser shall have fourteen (14) days following receipt of such commitment (or any amended commitment if objections are found) and survey within which to deliver to Seller a written notice objecting to any exceptions in title, other than the Permitted Exceptions in Sections 5(a)(i)(i) - (iv); otherwise, Purchaser shall be conclusively presumed to have approved the title to the Properties. Seller shall have until Closing to cure any such exceptions identified in Purchaser's notice and, if not cured in such time, Purchaser's sole remedy shall be to either rescind this Agreement or to waive such exceptions by notice in writing given to Seller. In the event this Agreement is so rescinded, Purchaser shall be entitled to a refund of the Deposit, if any, and the parties shall be discharged from all further obligation or liability under this Agreement. Any exceptions accepted by Purchaser or not timely objected to as aforesaid shall hereunder be Permitted Exceptions.

8. **PRORATIONS AT CLOSING.** Properties taxes which become delinquent in the year in which Closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the date of Closing, which proration shall be based upon the latest tax bill available. All taxes first becoming delinquent in any period prior to Closing shall be paid by Seller and all taxes first becoming delinquent in any period subsequent to Closing shall be paid by Purchaser. Payments on special assessments of record first becoming delinquent subsequent to Closing shall be assumed by Purchaser.

9. **POSSESSION.** Seller shall deliver possession of the Properties to Purchaser at the time of Closing.

10. **DUE DILIGENCE PERIOD.** Purchaser shall have eighty-five (85) days following the Effective Date (the "Due Diligence Period") within which to perform any non-invasive studies or inspections it deems necessary or desirable on the Properties, including any environmental studies, and to terminate this Agreement by written notice sent to Seller within the Due Diligence Period if any conditions are deemed unsatisfactory to Purchaser in Purchaser's good faith judgment. If Purchaser elects to terminate this Agreement pursuant to Section 10, Purchaser shall be entitled to a refund of the Deposit, if any. After the Due Diligence Period, Purchaser shall have no right to terminate this Agreement except in the event of default by Seller or in the event any contingencies of Purchaser expressly set forth herein have not been satisfied unless otherwise expired or waived by Purchaser. Purchaser shall not perform any invasive or destructive testing or sampling of the Properties (including drilling or boring) without the prior written consent of Seller, which consent will not be unreasonably withheld. Purchaser shall repair any damage caused to the Properties by Purchaser's inspections. If Purchaser does not terminate this Agreement by giving written notice of such termination to Seller within the Due Diligence Period, then Purchaser shall be deemed to have accepted the Properties with any and all faults, defects, or conditions of the Properties thereon. Because Seller has given Purchaser access to the Properties during the Due Diligence Period to allow Purchaser to inspect the Properties, Purchaser shall be conclusively presumed to have satisfied itself as to the usefulness and the legal limitations of the Properties, as to the nature of neighboring properties, as to soil, water and subsurface conditions, as to what can be done by way of alterations, and as to the possible existence and the effect of restrictions, easements, rights-of-way, ordinances, laws and rules and regulations of the public authorities, whether federal, state or local. Purchaser shall keep the Properties free of liens arising from the conduct of Purchaser and its designees, contractors, or consultants or agents and shall indemnify Seller against any claims, damages, liabilities or costs (including reasonable attorneys' fees) resulting from Purchaser's or Purchaser's designees', contractors', consultants' and agents' entry and activities upon the Properties, which indemnity will survive termination of this Agreement. Purchaser takes the Properties in its present condition, "AS IS," without reliance upon any representation, warranty, opinion or statement of Seller, or any agent of Seller. Upon request, Purchaser will immediately provide true and complete copies to Seller or its designee of any and all inspection reports, environmental studies, test results, photographs, engineering studies, or videos prepared by or on behalf of Purchaser with respect to the Properties pursuant to this Agreement. Notwithstanding anything herein to the contrary, Purchaser shall not have access to the Properties, without Seller's prior written consent which shall not be unreasonably withheld, until the end of the current crop season as reasonably determined by Seller.

11. **ENVIRONMENTAL.** Seller retains no liability, obligation, or responsibility to Purchaser from, arising out of, or relating to any conditions or activities at or involving the Properties under any Environmental Law, and Purchaser accepts the Properties "AS IS." Purchaser hereby forever waives, releases, and covenants not to bring, aid, or permit to be brought any demand, claim, lawsuit, or any other type of administrative or judicial action, whether known or unknown, actual or contingent, against the Seller which Purchaser may now or hereafter have or ac rue which arises from or relates to the operation or violation of any Environmental Law on the Properties or any other properties. The provisions of this Section shall survive Closing.

For the purposes of this Section 10, "Environmental Laws," shall include, but not be limited to, all federal, state, and local laws, regulations, ordinances, orders, or any other legal or administrative requirements of whatever nature, whether currently existing or hereafter amended or enacted, pertaining to the protection of the environment, the protection of the health or safety of persons or natural resources, or contamination or pollution to the environment, to include without limitation the Federal Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and the federal Resource Conservation and Recovery Act, as amended.

12. **CONDITIONS PRECEDENT TO CLOSING.** Seller's and Purchaser's obligation to close the transaction contemplated in this Agreement is conditioned upon the following conditions precedent (the "Conditions") on or before the dates stated below:

(a) Farm Lease Contract. Sellers shall provide written notice on or before September 1, 2019 of their intentions for the coming year with current tenant not to exercise terms of the Farm Lease Contract for the coming year, which termination notice shall be contingent upon closing of the transaction set forth in this Agreement. A copy of said written notice shall be provided to Purchaser forthwith. Should Seller fail to provide tenant with written notice on or before September 1, 2019, Purchaser shall terminate this Agreement by written notice sent to Seller and Purchaser shall be entitled to a refund of the Deposit.

13. **NOTICES.** Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be in writing and either hand delivered, sent by certified mail or United States mail, addressed as follows:

Seller, to:	Ed and Carol Gates The Carol J. Gates Trust 309 Longwood Drive Papillion, NE 68133
Copy to:	Daniel S. Murow, Esq. Koley Jessen 1125 South 103rd Street, Suite 800 Omaha, NE 68124
Purchaser, to:	City of Bellevue, Nebraska 1500 Wall Street Bellevue, NE 68005 Attention: Jim Ristow, City Administrator
Copy to:	Bellevue Legal Department 1500 Wall Street Bellevue, NE 68005 Attention: Bree Robbins, City Attorney

14. **BENEFIT.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns.

15. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the transaction hereinabove set forth and may not be amended or modified in whole or in part except with the consent of both of the parties hereto in writing. The laws of the state where the Properties is located shall govern this Agreement.

16. **TIME OF THE ESSENCE.** Time shall be of the essence with respect to the performance by the parties of their respective obligations hereunder. In the event any deadline or time period shall expire on a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, such deadline or time period shall run until the end of the next day, which is neither a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. in the jurisdiction in which the Properties are located.

17. **EXPENSES.** Except as otherwise provided herein, the parties shall be liable for expenses as follows:

(a) Real Estate Transfer Tax. Seller shall pay real estate transfer tax due by Seller as a result of this transaction under applicable state law.

(b) Recording Fees. Purchaser shall pay any and all recording fees required by this transaction.

(c) Title Insurance. Seller and Purchaser shall each pay one-half of the cost of a standard policy of title insurance as required in Section 4 above, and Purchaser shall be solely responsible for any extended coverage or policy endorsements.

(d) Survey. Purchaser will pay the cost of any survey work ordered under Section 6, above.

(e) Due Diligence. Purchaser will pay all costs associated with its due diligence under Section 10, above.

(f) Escrow and Closing Fees. Seller and Purchaser shall each pay one-half of the cost of any escrow or closing fees charged by the Title Company.

(g) Other Fees and Expenses. As to all other closing costs and expenses, each party shall pay its respective expenses, taxes, charges and liabilities incurred in connection with or arising out of the exercise of their respective rights or obligations under this Agreement and the transfer of title from Seller to Purchaser.

18. **DEFAULT; REMEDIES.** If Seller has performed or is ready, willing and able to perform all obligations required by this Agreement and Purchaser shall fail or refuse to perform this Agreement within the time and in the manner provided, then Seller may elect to terminate this Agreement by giving written notice thereof to Purchaser, and upon giving such notice, Seller shall be entitled to retain the Deposit as liquidated damages, the parties recognizing that Seller's actual damages in the event of Purchaser's default will be difficult to ascertain. Either party may seek specific performance of this Agreement in the event of default by the other party. The foregoing shall be without limitation on Seller's rights and remedies in the event of a default by Purchaser

other than in its obligation to close this transaction and, with respect to any such default, Seller shall have all of its rights and remedies, at law and in equity.

*[Remainder of page left intentionally blank; signatures appear on following page.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above, in multiple counterparts, each of which shall be deemed an original and all of which shall evidence but one agreement.

**SELLER:**

THE CAROL J. GATES TRUST

Date: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Name: Ed Gates  
Title: Trustee

Date: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Name: Carol Gates  
Title: Trustee

**PURCHASER:**

CITY OF BELLEVUE, NEBRASKA,  
a municipal corporation

Date: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Name: Rusty Hike  
Title: Mayor

## **EXHIBIT A**

### **Parcel 1:**

Parcel Number: 011162155  
Owner: GATES/CAROL J.  
C\O: TRUSTEE REVOCABLE TRUST  
Mail Address: 309 LONGWOOD DR  
PAPILLION, NE 68133  
Legal: THAT PT OF TAX LOT 20 LYING E OF OLD 36TH ST 28-14-13  
(20.87 AC)  
Tax District: 10044  
Greenbelt Area: YES  
Greenbelt Date: 1/1/1995

### **Parcel 2:**

Parcel Number: 010480153  
Owner: GATES/CAROL J  
C\O: TRUSTEE REVOCABLE TRUST  
Mail Address: 309 LONGWOOD DR  
PAPILLION, NE 68133  
Legal: PT OF TAX LOT 6 LYING NORTH OF ABAND UP ROW & EAST OF  
PAPILLION CREEK 33-14-13 (16.84 AC)  
Tax District: 10044  
Greenbelt Area: YES  
Greenbelt Date: 1/1/1995



**Parcel 3:**

Parcel Number: 011592218

Owner: GATES/CAROL J

C\O: TRUSTEE REVOCABLE TRUST

Mail Address: 309 LONGWOOD DR  
PAPILLION, NE 68133

Legal: TAX LOT 6 LYING N & W OF CREEK TOGETHER WITH PT UPRR  
ALL IN NW1/4 NW1/4 33-14-13 (6.71 AC)

Tax District: 10044

Greenbelt Area: YES

Greenbelt Date: 1/1/1995

**Parcel 4:**

Parcel Number: 011592194

Owner: GATES/CAROL J

C\O: TRUSTEE REVOCABLE TRUST

Mail Address: 309 LONGWOOD DR  
PAPILLION, NE 68133

Legal: THAT PT OF TAX LOT 20 LYING W OF NRD TRACT 28-14-13  
(.48 AC)

Tax District: 10044

Greenbelt Area: YES

Greenbelt Date: 1/1/1995



## CITY OF BELLEVUE

OFFICE OF THE MAYOR

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

July 15, 2019

Ed & Carol Gates  
309 Longwood Drive  
Bellevue, NE 68133

RE: Letter of Intent

Dear Mr. & Mrs. Gates:

Thank you for the opportunity to present this Letter of Intent ("LOI") outlining the intentions of the parties made reference to herein. The City of Bellevue, Nebraska, offers this LOI to purchase, and option to purchase, various properties described herein. Please be advised the terms and conditions stated herein are not binding and are subject to mutual review until a formal definitive purchase agreement is executed by both parties to this LOI. The undersigned offers to purchase the subject property in accordance with the following terms and conditions:

**PURCHASER:** City of Bellevue, Nebraska ("Purchaser")

**SELLER:** Ed & Carol Gates ("Seller")

**PROPERTY:** As legally described on Exhibit "A" (collectively, the "Properties") Together with the real property, Purchaser is also purchasing all of Seller's rights, title and interest in all of the fixtures, improvements, leases, maps, reports, plans, and other such material is having to do with the Properties including all land use entitlements, governmental permits and allocations, and other such governmental and agency approvals as may exist in the following condition:

- The Properties shall be provided in an "as-is" condition.
- If applicable, all personal property owned by the Seller's is to be removed from the Properties prior to Closing.
- The Properties will be benefited by full access ingress and egress acceptable to Purchaser and suitable for the intended use.
- Utilities, including water, gas, electricity and sewer will be available to the boundaries of the Properties for its intended use.



**PURCHASE:** Purchaser shall close on Properties within sixty (60) days of execution of a purchase agreement or within thirty (30) days following the satisfaction of the conditions precedent to be delineated in the purchase agreement, whichever is later. Closing date will be no later than December 31, 2019, unless mutually agreed upon by both Seller and Purchaser. Taking into consideration the Purchaser's Due Diligence. An earlier closing may occur as mutually agreed between Purchaser and Seller. That until a definitive purchase agreement is executed or rejected by Seller, the Seller shall not market nor offer to sell the Properties to any third party. Purchaser shall have the right to assign its rights under this LOI to wholly owned or controlled affiliate of Purchaser, without Seller's consent; provided that, Purchaser shall provide Seller with notice of the same.

**PURCHASE PRICE:** \$ 18,000.00 per acre.

**DUE DILIGENCE:** Purchaser will have one hundred and eighty days (180) days after acceptance hereof (the "Due Diligence Period") to negotiate a purchase agreement; inspect the Properties, obtain financing, and complete any engineering, surveys, soil assessments, environmental studies, and such other studies Purchaser requires to determine if the Properties are suitable for Purchaser's purchase. Seller hereby gives Purchaser permission to enter the Properties at reasonable times to perform such studies and engineering. Seller agrees to provide executed copies of all leases, agreements, or other reports relating to, or otherwise currently affecting, the Properties. If Purchaser, in Purchaser's sole discretion, determines the Properties or agreements are unsuitable, Purchaser may terminate the purchase agreement(s) by giving written notice to the escrow agent (named in the purchase agreement(s)) prior to the expiration of the Due Diligence Period and the Security Deposit will be immediately refunded to Purchaser, and neither Purchaser nor the Seller shall have any further obligation hereunder. Purchaser agrees to defend and hold harmless the Seller in the event of liability or damages as a result of Purchaser's inspections or due diligence. At the completion of the Due Diligence Period, Purchaser shall return the Properties to their original condition. Purchaser shall also indemnify and hold the Seller harmless from any costs, damages, claims, lawsuits caused by any such inspections or entry onto the Properties. Provided Purchaser has not terminated the purchase agreement(s) in the manner provided above, Purchaser may elect to extend the Due Diligence Period by an additional Ninety (90) days by providing written notice to Escrow Agent of Purchaser's intention to extend prior to the expiration of the original Due Diligence Period (the "Due Diligence Period Extension(s)"). The Due Diligence Period Extension shall provide additional time to obtain any governmental approvals for the design, and/or development of the Properties.

**PURCHASE AGREEMENT:** The Purchase Agreement(s) shall be prepared by Purchaser and reviewed by the Seller. Both parties shall use its best efforts to execute the Purchase Agreement(s) as soon as possible. Purchaser shall have the right to assign its rights under this LOI, and the Purchase Agreement to entity wholly owned or controlled by Purchaser, without the consent of Seller.

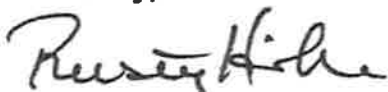
**CONTINGENCY:** This LOI is contingent upon Purchaser receiving an original signed copy of this LOI from the Seller within thirty (30) days. Upon acceptance of this LOI by the Seller, the parties shall use their best efforts to memorialize the transaction in a written purchase agreement.

**SECURITY DEPOSIT:** \$5,000.00 within three (3) days of execution of the Purchase Agreement by both parties to be held by a title insurance company acceptable to Purchaser and

**Seller.**

If the above outline of terms and conditions are acceptable, please indicate by signing below. All parties to these transactions intend that this proposal be superseded by a Purchase Agreement. In the meantime, all parties agree to proceed in accordance with terms and conditions outlined in this LOI. Seller understands the purpose of this LOI is to allow further investigation by both parties into the feasibility of entering into a formal agreement. This Letter of Intent is only binding on the parties during the Due Diligence period. If the Purchase Agreement is not mutually executed within the Due Diligence for any reason whatsoever or no reason at all, this LOI shall expire and no party shall have any further rights or duties hereunder.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rusty Hike".

Rusty Hike,  
Mayor

**AGREED & ACCEPTED:**

**ED & CAROL GATES**

By:  Carol J. Gates

Name: H. Edward Gates Date 7/29/2019  
Carol J Gates

**EXHIBIT "A"**

**Parcel 1:**

Parcel Number: 011162155  
Owner: GATES/CAROL J  
C/O TRUSTEE REVOCABLE TRUST  
Mail Address: 309 LONGWOOD DR  
PAPILLION NE 68133-  
Legal: THAT PT OF TAX LOT 20 LYING E OF OLD 36TH ST 28-14-13  
(20.87 AC)  
Tax District: 10044  
Greenbelt Area: YES  
GreenBelt Date: 1/1/1995

**Parcel 2:**

Parcel Number: 010480153  
Owner: GATES/CAROL J  
C/O TRUSTEE REVOCABLE TRUST  
Mail Address: 309 LONGWOOD DR  
PAPILLION NE 68133-  
Legal: PT OF TAX LOT 6 LYING NORTH OF ABAND UP ROW & EAST OF  
PAPILLION CREEK 33-14-13 (16.84 AC)  
Tax District: 10044  
Greenbelt Area: YES  
GreenBelt Date: 1/1/1995

**Parcel 3:**

Parcel Number: 011592218  
Owner: GATES/CAROL J  
C/O TRUSTEE REVOCABLE TRUST  
Mail Address: 309 LONGWOOD DR  
PAPILLION NE 68133-  
Legal: TAX LOT 6 LYING N & W OF CREEK TOGETHER WITH PT UPRR  
ALL IN NW1/4 NW1/4 33-14-13 (6.71 AC)  
Tax District: 10044  
Greenbelt Area: YES  
GreenBelt Date: 1/1/1995

**Parcel 4:**

**Parcel Number: 011592194**

**Owner: GATES/CAROL J**

**C/O TRUSTEE REVOCABLE TRUST**

**Mail Address: 309 LONGWOOD DR**

**PAPILLION NE 68133-**

**Legal: THAT PT OF TAX LOT 20 LYING W OF NRD TRACT 28-14-13 (.48 AC)**

**Tax District: 10044**

**Greenbelt Area: YES**

**GreenBelt Date: 1/1/1995**

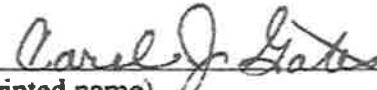
**CONFIDENTIALITY STATEMENT**

The undersigned acknowledges that the LOI and any negotiations in conjunction with the acquisition of real estate between the City of Bellevue ("Purchaser") and Ed & Carol Gates ("Seller") is considered confidential information. This information is not to be released or shared with any person(s) in any manner whatsoever.

Should Seller want to disclose any information regarding the LOI, negotiations or Purchase Agreement regarding the acquisition of real estate between the Purchaser and Seller to any other person(s), Seller shall obtain express written permission from the Purchaser.

DATED: 7/29/2019, 2019.

  
(printed name)  
ED GATES

  
(printed name)  
CAROL GATES





## CITY OF BELLEVUE

OFFICE OF THE MAYOR

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

August 13, 2019

Ed & Carol Gates  
The Carol J. Gates Revocable Trust  
309 Longwood Drive  
Bellevue, NE 68133

RE: Amended Letter of Intent

Dear Mr. & Mrs. Gates:

Thank you for the opportunity to present this Letter of Intent ("LOI") outlining the intentions of the parties made reference to herein. The City of Bellevue, Nebraska, offers this LOI to purchase, and option to purchase, various properties described herein. Please be advised the terms and conditions stated herein are not binding and are subject to mutual review until a formal definitive purchase agreement is executed by both parties to this LOI. The undersigned offers to purchase the subject property in accordance with the following terms and conditions:

**PURCHASER:** City of Bellevue, Nebraska ("Purchaser")

**SELLER:** The Carol J. Gates <sup>9</sup>Revocable Trust ("Seller")

**PROPERTY:** As legally described on Exhibit "A" (collectively, the "Properties") Together with the real property, Purchaser is also purchasing all of Seller's rights, title and interest in all of the fixtures, improvements, leases, maps, reports, plans, and other such material is having to do with the Properties including all land use entitlements, governmental permits and allocations, and other such governmental and agency approvals as may exist in the following condition:

- The Properties shall be provided in an "as-is" condition.
- If applicable, all personal property owned by the Seller's is to be removed from the Properties prior to Closing.

**PURCHASE:** Closing shall occur 30 days after the due diligence period, however the closing date shall be no later than December 31, 2019, unless mutually agreed upon by both Seller and Purchaser. An earlier closing may occur as mutually agreed between Purchaser and Seller. That until a definitive purchase agreement is executed or rejected by Seller, the Seller shall not market nor offer to sell the Properties to any third party. Purchaser shall have the right to assign its rights under this LOI to wholly owned or controlled affiliate of Purchaser, without Seller's consent; provided that, Purchaser shall provide Seller with notice of the same.

**PURCHASE PRICE:** \$ 18,000.00 per acre.

**DUE DILIGENCE:** Purchaser shall have **eighty-five (85)** days after acceptance of the Purchase Agreement to inspect the Properties, obtain financing, and complete any engineering, surveys, soil assessments, environmental studies, and such other studies Purchaser requires to determine if the Properties are suitable for Purchaser's purchase. Seller hereby gives Purchaser permission to enter the Properties at reasonable times to perform such studies and engineering, **with the exclusion that Purchaser shall not have access to the properties until the end of the current crop season.** Seller agrees to provide to Purchaser executed copies of all leases, agreements, or other reports relating to, or otherwise currently affecting, the Properties, **limited to such documents in which are in Sellers possession.** If Purchaser, in Purchaser's sole discretion, determines the Properties or agreements are unsuitable, Purchaser may terminate the purchase agreement(s) by giving written notice to the escrow agent (named in the purchase agreement(s)) prior to the expiration of the Due Diligence Period and the Security Deposit will be immediately refunded to Purchaser, and neither Purchaser nor the Seller shall have any further obligation hereunder. Purchaser agrees to defend and hold harmless the Seller in the event of liability or damages as a result of Purchaser's inspections or due diligence. At the completion of the Due Diligence Period, Purchaser shall return the Properties to their original condition. Purchaser shall also indemnify and hold the Seller harmless from any costs, damages, claims, lawsuits caused by any such inspections or entry onto the Properties. Provided Purchaser has not terminated the purchase agreement(s) in the manner provided above, Purchaser may elect to extend the Due Diligence Period by an additional Ninety (90) days by providing written notice to Escrow Agent of Purchaser's intention to extend prior to the expiration of the original Due Diligence Period (the "Due Diligence Period Extension(s)"). The Due Diligence Period Extension shall provide additional time to obtain any governmental approvals for the design, and/or development of the Properties.

**PURCHASE AGREEMENT:** The Purchase Agreement(s) shall be prepared by Purchaser and reviewed by the Seller. Both parties shall use its best efforts to execute the Purchase Agreement(s) as soon as possible, **but no later than September 2, 2019.** Purchaser shall have the right to assign its rights under this LOI, and the Purchase Agreement to entity wholly owned or controlled by Purchaser, without the consent of Seller.

**CONTINGENCY:** This LOI is contingent upon Purchaser receiving an original signed copy of this LOI from the Seller within thirty (30) days. Upon acceptance of this LOI by the Seller, the parties shall use their best efforts to memorialize the transaction in a written purchase agreement.

**SECURITY DEPOSIT:** \$5,000.00 within three (3) days of execution of the Purchase Agreement by both parties to be held by a title insurance company acceptable to Purchaser and Seller.

If the above outline of terms and conditions are acceptable, please indicate by signing below. All parties to these transactions intend that this proposal be superseded by a Purchase Agreement. In the meantime, all parties agree to proceed in accordance with terms and conditions outlined in this LOI. Seller understands the purpose of this LOI is to allow further investigation by both parties into the feasibility of entering into a formal agreement. This Letter of Intent is only binding on the parties during the Due Diligence period. If the Purchase Agreement is not mutually

executed within the Due Diligence for any reason whatsoever or no reason at all, this LOI shall expire and no party shall have any further rights or duties hereunder.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rusty Hike".

Rusty Hike,  
Mayor

**AGREED & ACCEPTED:**

~~ED & CAROL GATES~~ The Carol J. Gates Trust

By:  Carol J. Gates

Name: \_\_\_\_\_ Date 8/28/2019

**EXHIBIT "A"**

**Parcel 1:**

Parcel Number: 011162155  
Owner: GATES/CAROL J  
C/O TRUSTEE REVOCABLE TRUST  
Mail Address: 309 LONGWOOD DR  
PAPILLION NE 68133-  
Legal: THAT PT OF TAX LOT 20 LYING E OF OLD 36TH ST 28-14-13  
(20.87 AC)  
Tax District: 10044  
Greenbelt Area: YES  
GreenBelt Date: 1/1/1995

**Parcel 2:**

Parcel Number: 010480153  
Owner: GATES/CAROL J  
C/O TRUSTEE REVOCABLE TRUST  
Mail Address: 309 LONGWOOD DR  
PAPILLION NE 68133-  
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Owner: GATES/CAROL J  
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Mail Address: 309 LONGWOOD DR  
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**Parcel 4:**

**Parcel Number:** 011592194

**Owner:** GATES/CAROL J

**C/O** TRUSTEE REVOCABLE TRUST

**Mail Address:** 309 LONGWOOD DR  
PAPILLION NE 68133-

**Legal:** THAT PT OF TAX LOT 20 LYING W OF NRD TRACT 28-14-13 (.48 AC)

**Tax District:** 10044

**Greenbelt Area:** YES

**GreenBelt Date:** 1/1/1995

**CONFIDENTIALITY STATEMENT**

The undersigned acknowledges that the LOI and any negotiations in conjunction with the acquisition of real estate between the City of Bellevue ("Purchaser") and Ed & Carol Gates ("Seller") is considered confidential information. This information is not to be released or shared with any person(s) in any manner whatsoever.

Should Seller want to disclose any information regarding the LOI, negotiations or Purchase Agreement regarding the acquisition of real estate between the Purchaser and Seller to any other person(s), Seller shall obtain express written permission from the Purchaser.

DATED: \_\_\_\_\_, 2019.

\_\_\_\_\_  
(printed name)  
ED GATES

\_\_\_\_\_  
(printed name)  
CAROL GATES

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

\*16h.  
10/1/19

<b>COUNCIL MEETING DATE:</b>	October 1, 2019	<b>AGENDA ITEM TYPE:</b>	
		SPECIAL PRESENTATION	<input type="checkbox"/>
<b>SUBMITTED BY:</b>		ORDINANCE	<input type="checkbox"/> PUBLIC HEARING REQUIRED
Perry Guido, Fire Chief		RESOLUTION	<input type="checkbox"/> PUBLIC HEARING REQUIRED
		CURRENT BUSINESS	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED
		CONSENT	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

**SUBJECT:**

First Extension to MOU with 55th Wing, Offutt to extend the March 2019 agreement.

**SYNOPSIS:**

First Extension to MOU with 55th Wing, Offutt to extend the March 2019 agreement.

**BACKGROUND**

An MOU was entered in March 2019 wherein BFD agreed to provide space and living accommodations for 4 Offutt Firefighters and on fire apparatus at Station 4. Due to unforeseen delays, a request has been made to extend the agreement and BFD agrees to the same.

<b>FISCAL IMPACT:</b>	\$ 0.00	<b>BUDGETED FUNDS?</b>	N/A	<b>GRANT/MATCHING FUNDS?</b>	N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

<b>IS THIS A CONTRACT?</b> N/A <i>Yes</i>		<b>COUNTER-PARTY:</b>		<b>INTERLOC</b> N/A	
<b>CONTRACT DESCRIPTION:</b>					
<b>CONTRACT EFFECTIVE DATE:</b> <i>March 2019</i>		<b>CONTRACT TERM:</b> <i>May 31, 2020</i>		<b>CONTRACT END DATE:</b> <i>May 31, 2020</i>	
<b>PROJECT NAME:</b> <i>MOU</i>					
<b>START DATE:</b>		<b>END DATE:</b>		<b>PAYMENT DATE:</b>	
				<b>INSURANCE REQUIRED</b>	
<b>CIP PROJECT NAME:</b>			<b>CIP PROJECT NUMBER:</b>		
<b>MAPA NAME(S):</b>			<b>MAPA NUMBER(S):</b>		
<b>STREET DISTRICT NAME(S):</b>			<b>STREET DISTRICT NUMBER(S):</b>		
<b>ACCOUNTING DISTRIBUTION CODE:</b>			<b>ACCOUNT NUMBER:</b>		

**RECOMMENDATION:**

Approve the MOU for the First Extension of the March 2019 between BFD and 55th Wing, Offutt Air Force Base.

**ATTACHMENTS:**

1	First Extension MOU and Exhibit A	4	
2		5	
3		6	

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

*A. Brubaker*

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MEMORANDUM OF UNDERSTANDING BETWEEN  
55<sup>th</sup> WING, OFFUTT AIR FORCE BASE AND  
THE CITY OF BELLEVUE FOR  
TEMPORARY HOUSING OF OFFUTT FIREFIGHTERS IN BELLEVUE DISTRICT  
FOUR FIRE STATION  
**FIRST EXTENSION**

This is the **FIRST EXTENSION** of a Memorandum of Understanding (MOU) between the City of Bellevue, Nebraska and the 55<sup>th</sup> Wing, Offutt Air Force Base (55 WG) designated as the Offutt AFB representative for matters discussed in this MOU extension which was entered into in March 2019. When referred to collectively, the 55 WG and the City of Bellevue Fire Department are referred to as the "Parties."

1. **PURPOSE.** This **FIRST EXTENSION** is an extension to the MOU entered into between the Parties in March 2019 and attached hereto as Exhibit "A". The March 2019 MOU is set to expire on or about December 31, 2019.

Due to certain delays including weather and material delays, 55 WG has asked for an extension of the terms as expressed in the March 2019 MOU attached hereto and the Bellevue Fire Department has agreed to said extension.

2. **UNDERSTANDING OF THE PARTIES.** The Parties agree that the March 2019 MOU attached here to Exhibit "A" and the terms, understandings, and conditions contained therein will remain in full force and effect as if fully incorporated herein with the exception of the expiration date of the same. The Parties agree that an extension to the expiration terms should be granted and the agreement should be extended and set to expire May 31, 2020.

APPROVED:

\_\_\_\_\_  
J. DAVID NORTON, Colonel, USAF  
Commander, 55<sup>th</sup> MSG

\_\_\_\_\_  
Date

\_\_\_\_\_  
DAVID EBLIN, GS-13, DAF  
Chief, Fire Emergency Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
PERRY GUIDO  
Fire Chief, City of Bellevue

\_\_\_\_\_  
Date

\_\_\_\_\_  
RUSTY HIKE  
Mayor, City of Bellevue

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
55TH WING, OFFUTT AIR FORCE BASE  
AND  
THE CITY OF BELLEVUE  
FOR  
TEMPORARY HOUSING OF OFFUTT FIREFIGHTERS IN BELLEVUE DISTRICT  
FOUR FIRE STATION**

This is a Memorandum of Understanding (MOU) between the City of Bellevue, NE, and the 55th Wing, Offutt Air Force Base (55 WG) designated as the Offutt AFB representative for matters discussed in this MOU. When referred to collectively, the 55 WG, and the City of Bellevue Fire Department are referred to as the "Parties."

1. **PURPOSE.** This MOU outlines a framework of cooperation and mutually beneficial support activities, which includes housing of Offutt AFB Firefighters in the City of Bellevue Fire District Four Fire Station on a temporary basis during the renovation of the Offutt Fire Station.

2. **AUTHORITY.**

- a. Department of Defense (DoD) Instruction 4000.19, *Support Agreements*
- b. AFI 25-201, *Support Agreement Procedures*

3. **DEFINITIONS.**

- a. Bellevue District 4 Fire Station: City of Bellevue Fire Station located at 13501 S. 25<sup>th</sup> St.
- b. Offutt District 2 Fire Station: Offutt AFB fire station located at 2108 Vandenberg Ave.
- c. Area of Responsibility (AOR): Assigned facilities and areas that each agency is responsible for providing emergency services response.

4. **UNDERSTANDING OF THE PARTIES.**

- a. The City of Bellevue will:

- (1) From 29 March 2019 thru 31 December 2019, provide space and living accommodations for four Offutt Firefighters and one fire apparatus at Bellevue District 4 Fire Station.

- (2) The provided housing and accommodations shall be for 24/7 fire operations to enable Offutt fire to provide coverage of Offutt's AOR during the duration of the renovation process of Offutt District 2 Fire Station.

- (3) Accommodations shall consist of basic living conditions to include; use of eating/sleeping/recreation and work areas.

b. The 55 WG (Offutt AFB Fire Dept.) will:

- (1) Abide by all rules and regulations associated with use of District 4 Fire Station. This includes assisting with daily housekeeping and routine maintenance of the District 4 Fire Station under the direction of the House Captain.
- (2) Primarily provide emergency response to Offutt's AOR.
- (3) Upon availability, at Bellevue fire request, provide additional emergency response coverage of Bellevue District 4 response AOR.

5. PERSONNEL. Each Party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS.

a. POINTS OF CONTACT. The following points of contact will be used by the Parties to communicate implementation of this MOU. Each Party may change its point of contact as needed and will provide notice to the other Party of the new information. All correspondence to be sent and notices to be given pursuant to this MOU will be addressed to the addresses below, or as otherwise directed by the Parties by notifying the other Party of the new address.

(1) 55 WG (Offutt FD).

Fire Chief David Eblin	402-294-5434
Deputy Fire Chief James Lencke	402-294-5434

55 CES/CEF  
ATTN: Fire Chief  
911 Garland Street  
Offutt AFB NE 68113

(2) City of Bellevue FD.

Fire Chief Perry Guido	402-293-3153
Assistant Fire Chief Steve Betts	402-293-3153

Bellevue Fire Department  
ATTN: Fire Chief  
211 W 22nd Ave  
Bellevue, NE 68005

b. FUNDS AND MANPOWER. This MOU does not document nor provide for the exchange of funds between the Parties nor does it make any commitment of funds or resources. Support

outlined in this MOU is based upon availability of resources and is provided on a non-reimbursable basis by both parties.

c. MODIFICATION. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU is temporary and shall expire on 31 December 2019.

d. DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive Order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19, or AFI 25-201.

e. TERMINATION AND TRANSFERABILITY. Either Party may terminate this agreement at will by either Party. This MOU is not transferable to other Parties.

f. ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding this MOU's subject matter.


g. EFFECTIVE DATE. This MOU takes effect on 29 March 2019 or the day after the last Party signs, whichever is later.

h. EXPIRATION. This MOU expires on or about 31 December 2019. However, if a new agreement is in formal coordination, this agreement will remain effective until the new agreement is completed.


7. APPROVED.

  
J. DAVID NORTON, Colonel, USAF  
Commander, 55th MSG

17 Mar 19  
Date

  
DAVID EBLIN, GS-13, DAF  
Chief, Fire Emergency Services

18 MAR 19  
Date

  
PERRY GUIDO  
Chief, City of Bellevue

3-24-19  
Date

  
RUSTY HIKE  
Mayor, City of Bellevue

3-25-19  
Date



## City of Bellevue

Office of the City Clerk

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

September 25, 2019

From: Susan Kluthe, City Clerk

RE: Information for Administration Report

- Completion of Proceedings, Claims, Notice of Meetings, Ordinances and Notices of Public Hearings for Bellevue Leader
- Completion of Minutes of 09.17.19 Council Meeting
- Attended Agenda Meeting 09.24.19
- Posting of agenda for 09.25.19 Council Meeting
- Preparation of Council Packet and put on City of Bellevue & Sparq websites for the 10.1.19 Council Regular Meeting
- Continuing to receive payments and deliver permits for Grooming & Pet Shops for renewal period of October 1, 2019 – September 30, 2020 (4 left)
- Continuing to collect payments and distribute licenses for Class “C” Liquor Licenses, provided by the Nebraska Liquor Control Commission, for the renewal period of November 1, 2019 - October 31, 2020
- Statement of Profits and Expenses from Organizations who had firework stands continue to come in. Deadline is September 30<sup>th</sup>.
- Renewal of Pawnbroker Permits were mailed (1 needing to pay)
- Continuing to work on updating master list on boards, committees, and task forces (Shirley)
- Continue to keep current on the general organizing of files, both paper and electronic, by having them scanned into LaserFiche and/or Contract Management, and filing of a hard copy, as soon as we have the approved executed documents
- Continue to work on the organizing and updating of records for City Vehicles, both electronically and in the actual files. Will also be verifying assigned vehicle numbers with fleet. (Susan)
- Day to day tasks



## CITY OF BELLEVUE FINANCE DEPARTMENT

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

### Bellevue Finance Department Status Report September 17, 2019

#### **ACCOUNTING AND FINANCE**

- Working on Amended Budget for 2019-2020 (Annexations)
- Sent out Original 2019-20 budget to all departments
- Working on Annexation Analyses
- Continued Revision/Development of Finance Policies
- Working on Unclaimed Property (old, uncashed checks)
- 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
- Researched bills on minute record
- August bank reconciliations (continuous/daily/weekly)
- Authorized CDBG reimbursement request
- Third quarter forecast work
- AP Review
- Monthly tax reports

#### **CDBG:**

- Continued work on the environmental review for 2019 CDBG projects.
- Participated in webinar for the 2020 Census New Construction Program and request necessary information from Permits and Inspection Department.
- Assisted HUD Representative with completion of the review of the 2017 Consolidated Annual Performance and Evaluation Report (CAPER).
- Reviewed all open CDBG projects, updating files, and IDIS balances in preparation for annual subrecipient monitoring.

## **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
- Continued to work towards a resolution on the BAE building damage claim
- Met with broker on insurance renewals for property/casualty insurance
- Submitted for approval renewal proposal for property/casualty program
- New employee orientation to 11 new employees
- Handed out PPE as needed
- Parks inspection Ward III – called in safety issues needing addressing
- Inventoried PPE locker and restocked with necessary equipment
- Attended ADA quarterly meeting and received updates from the ADA Committee
- Ordered wheel chairs for H/R buses and assembled
- Worked on ADA updates, reports and City Transition plan.
- Conducted inventory of PPE locker and restocked with necessary items
- Performed random safety checks on road and mowing crews to ensure proper PPE's are being utilized
- Total Surplus Sales as of today: **\$358,160**

Respectfully submitted,

Rich Severson  
Finance Director, City of Bellevue



## City of Bellevue

### Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## Bellevue Fire Department Council Report

Report Date 9/24/2019

### A. General Items:

- QA/QI
- Dr. Ernest and EMS Supervisor meeting with part time paramedic tonight for annual meeting
- Tomorrow a firefighter taking ALS protocol exam to start ALS probation
- Another paramedic passed protocol test last week and is waiting for state to issue his paramedic license to begin probation
- Wednesday blood pressure checks and Files of Life at Lied Center
- Thursday resident riding along with EMS Captain 1330-1730
- Working on acceptance of SAFER grant.
- Will finish ladder testing this week.
- Meeting with Offutt and Bellevue Chamber on Veterans parade.

### B. Training:

- Part time Fire / Rescue academy started Monday 9/23.
- EMS trauma run reviews

### C. Inspections:

- Fire acceptance test 8210 S. 42<sup>nd</sup> St. Bryan Middle School.
- Plan review J&J Small Engines 1627 Fort Crook Rd. N.
- Fire sprinkler plan review 10704-10708 S 15 St. Wolf Creek Apts.
- Fire sprinkler plan review 10650-10654 S 15 St. Wolf Creek Apts.
- Fire sprinkler plan review 10810 S 15 St. Wolf Creek Apts.
- Fire sprinkler plan review 10814 S 15 St. Wolf Creek Apts.
- Underground fuel tank storage conference in Lincoln.

### D. Calls: Sept 11<sup>th</sup> through Sept 24<sup>th</sup>

Fire – 60

Rescue - 161







# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### E. Ambulance Billing

No first of the month report.

### F. Manpower Report Staffing

Staffing Report from 9/9/2019 through 9/15/2019

Monday	AM	E-1,31,41	3-Person until 13:00	T-21 OOS until 13:00
Monday	PM	E-1 ,41	3-Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	T-21, E-41	3-Person	
Thursday	PM	Full		
Friday	AM	T-21	3-Person	
Friday	PM	E-1	3-Person	
Saturday	AM	T-21, E-41	3-Person	
Saturday	PM	E-1, 31	3-Person	
Sunday	AM	E-41	3-Person	
Sunday	PM	E-31	3-Person	

Staffing Report from 9/16/2019 through 9/22/2019

Monday	AM	T-1 ,41	3-Person	
Monday	PM	Full		
Tuesday	AM	E-31,41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E-1,41, T-21	3-Person	EMS OOS
Friday	PM	E-31, T-21	3-Person	EMS OOS
Saturday	AM	E-31 ,41	3-Person	E-1, EMS OOS
Saturday	PM	E-1,31,41 T-21	3-Person	EMS OOS
Sunday	AM	E-41	3-Person	EMS OOS @11:00
Sunday	PM	Full		EMS OOS



## 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:** 9/17/2019

- The Children's Department has started a new program this fall called Kids Speak. Their first topic for the program (which is held on the second Wednesday of each month from 4 to 5 p.m.) was "Kindness Is Contagious" on Sept. 11. The program began with a read-aloud that demonstrated what "kindness" looks like and the effect it has on those around us. They concluded the event by creating "Kindness Jars." Kids Speak will cover a variety of literacy-related topics for children on a level they can understand (e.g., money management). The program is geared toward children in grades K-6.
- Monthly staff meetings were held in the morning and afternoon on Thursday, Sept. 12. Among the topics discussed were procedures for handling Lauritzen Garden passes; information on the Friends Fall Fundraiser; plans for the library's 90<sup>th</sup> anniversary on Oct. 14<sup>th</sup>; and a review of safety procedures at end of day.
- The Friends of the Bellevue Public Library are selling raffle tickets as a fall fund-raiser. Winners will be announced at the conclusion of the Friends Annual Meeting on Oct. 14. The Husker Fan-tastic raffle basket, includes two tickets to the Nebraska football game on Oct. 26, a \$50 gift card to the La Paz Mexican restaurant, and a host of Nebraska/Cornhusker related gift items such as folding chairs, scarf, hat, cooler tote, tumblers, etc. Tickets are \$1.00 each or six for \$5.00. All monies collected go to the Friends group in support of library programs and services.
- Over 100 people of all ages took part in the National Coloring Day Celebration at the library on Saturday, Sept. 14. The Adult Services Department placed a large, coloring poster out on two tables near the main desk of the library and invited the public to enjoy fellowship and a calming moment of coloring by helping to color in the poster.
- The Young Adult Department is working on re-organizing graphic novel collection in the YA area, separating out the Manga titles into its own collection. Manga is a style of Japanese comic books and often come in series. Due to its popularity with library patrons, the creation of this new collection (with separate labels, etc.) should help patrons more easily identify and check out materials of interest to themselves.



## 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:** 9/24/2019


- Children's Librarian Michelle Bullock and Amber Passey, Assistant Children's Librarian, attended the Plum Creek Children's Literacy Festival at Concordia University in Seward, NE, on Saturday, Sept. 21. The Festival was founded in 1996 and seeks to encourage the love of reading, writing, and books by bringing nationally renowned authors and illustrators to Nebraska. Among the presenters this year included young people's authors Kate DiCamillo and Jacqueline Woodson. The attendance at the Festival was paid for by the Bellevue Library Foundation.
- Over 80 persons of all ages attended the Animal Adaptations program by the Papio-Missouri River Natural Resources District on Thursday evening, Sept. 19, at the library. The presentation featured reptiles and amphibians including snakes, turtles, salamanders, frogs and toads. The NRD staff explained how these creatures have adapted well to survive in nature, and the program ended with a turtle race.
- The monthly meeting of the Bellevue Public Library Advisory Board was held on Wednesday, Sept. 18. Among the items discussed were the special holiday closings for the Fiscal 2019-2020 year, plans for the library's 90<sup>th</sup> anniversary on Oct. 14, an update on the accreditation process, a review of the 2019 Summer Library programs by Children's and Young Adult staff, and the approval of a bylaws change by the Board to go from nine members to seven. This change will take effect in October as member Sherry Bergen officially submitted her resignation to the Board effective at the end of the September meeting. Board members will include Debra Stortvedt, president; Marti Noden, vice president; Deborah Ady; Kathleen Crawford-Rose; Katie Peterson; John Seyfarth; and Barbara Van Wassenhoven.
- Children celebrated "Talk Like a Pirate" Day with a well-attended Pirate and Princess Party at the library on Thursday, Sept. 19, from 4:30 to 5:30 p.m. There were games and refreshments, as well as stories about pirates and princesses, with many of the participants coming in costume for the event.
- Circulation Manager Clair LaCosse and Circulation Assistant Connie Barnard attended a Customer Service Workshop sponsored by Ralston Public Library and the Three Rivers Library System on Thursday, Sept. 19, in Ralston. Attendance was funded by the Library Foundation.



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## INTEROFFICE MEMORANDUM

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**TO:** JIM RISTOW  
**FROM:** CHIEF ELBERT   
**SUBJECT:** DIRECTORS BRIEF  
**DATE:** 9/25/2019

Vacant Code Enforcement position has been filled. The new employee is a backfill and will begin work on 10-14-19.

Vacant Front Desk Clerk position has also been filled. This too was a backfill and she also begins work on 10-14-19.

Three new police officers completed their orientation training and began their Basic Training with the SDLEA on 9-16-19.

Working through various personnel issues with Legal.

Working through BPOA negotiations with other City staff.

Oral Boards for new hires (police officer) are scheduled for the week of September 30<sup>th</sup>.

Working collectively with our partners in Sarpy, Papillion, LaVista, and NSP on traffic issues specific to each jurisdiction's problem areas. This is in the infant stages but we are initially leading this with Sgt Lampman and his staff.

The radio system has made major strides in the right direction. With the switch over to the new system we are having far less issues. Sarpy and our communications staff, specifically Steve Betts, Stephen Wisnieski, and Ryan Glassburner deserve a great deal of credit and appreciation for the work done on this.

Jody VanHouten, our Business Manager and my Executive Aide, has retired as of 9-28-19. She will be greatly missed and the work she has done for the PD and the City behind the scenes can not be truly understood or put into words.

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**Mark Elbert**

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**From:** Brett Foreman  
**Sent:** Monday, September 16, 2019 9:14 AM  
**To:** Mark Elbert; Dave Stukenholtz  
**Subject:** Weekly Stats

CE1 – Monday Sept 9, 2019 thru Friday Sept 13, 2019

CE2 – Monday Sept 9, 2019 thru Friday Sept 13, 2019

CE3 – Monday Sept 9, 2019 thru Friday Sept 13, 2019

Calls – 276

Notices – 99

Zoning – 13

Clean Ups – 0

Tree Removal – 0

Certified Notices – 9

Officer Initiated – 32

Towed Vehicles – 2

Red Tags – 7

## **Mark Elbert**

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**From:** Brett Foreman  
**Sent:** Monday, September 23, 2019 9:06 AM  
**To:** Mark Elbert; Dave Stukenholtz  
**Subject:** Weekly Stats

CE1 – Monday Sept 16, 2019 thru Friday Sept 20, 2019  
CE2 – On vacation all week  
CE3 – Monday Sept 16, 2019 thru Friday Sept 20, 2019

Calls – 164

Notices – 62

Zoning – 6

Clean Ups – 0

Tree Removal – 0

Certified Notices – 6

Officer Initiated – 39

Towed Vehicles – 0

Red Tags – 9