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

Tuesday, November 5, 2019 6:00 PM Bellevue City Hall 1500 Wall Street Bellevue, NE 68005

- 1. PLEDGE OF ALLEGIANCE
- 2. INVOCATION Rev. Darryl Keeney, Lighthouse Baptist Church, 3919 Green Avenue, 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 otherwised removed*)
 - 1. * Approval of the Minutes from the October 15, 2019 City Council Meeting.
 - 2. * Acknowledge Receipt of the October 21, 2019 Board of Adjustment Meeting.
 - 3. * Acknowledge Receipt of the Minutes from the October 24, 2019 Planning Commission Meeting.
- 6. * APPROVAL OF CLAIMS
- 7. SPECIAL PRESENTATIONS:
 - a. +++ Discussion on refunding of bonds Ord. 3982 (Item 13b) and Ord. 3983 (Item 13c) (Cody Wickham, D.A. Davidson and Mike Rogers, Gilmore Bell)
- 8. ORGANIZATIONAL MATTERS: None
- 9. APPROVED CITIZEN COMMUNICATION: None
- 10. LIQUOR LICENSES: None
- 11. ORDINANCES FOR ADOPTION (3rd reading): None
- 12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 3976: Request to annex Lot 37, Orchard Valley. Applicant: City of Bellevue. (Land Use Planner)
 - b. Ordinance No. 3977: An Ordinance to amend Section 2-28 of the Bellevue City Code pertaining to executive sessions. (City Attorney)
 - c. Ordinance No. 3978: An Ordinance to amend Article IV, Chapter 2, of the Bellevue City Code by adding a new Section 2-208 regarding removal of elected officials for misconduct. (City Attorney)
 - 1. Approve amended Policy Resolution 35 regarding Principles of Conduct and Decorum. (City Attorney) [No action required at this meeting]
 - d. Ordinance No: 3979: Request to rezone Lots 1 72, and Outlots A-C, Belle Lago Replat 1, from RG-50-PS and RG-28-PS to RG-8-PS with site plan approval, in order to facilitate a townhome development. (Land Use Planner)
 - 1. Approval of the preliminary plat. [No action required at this meeting]
 - 2. Approval of the final plat. [No action required at this meeting]
 - Approval of the Second Amendment to the Belle Lago Subdivision Agreement for Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1. [No action required at this meeting]
 - e. Ordinance No. 3980: Request to rezone Lot 1, South Woods, Replat 3, from MH, BGH, and RG-8 to RG-8 for the purpose of an elementary school. Applicant -Kenneth Hahn Architects. General Location: Fort Crook Road and Child Road West. (Land Use Planner)
 - 1. Approval of a Conditional Use Permit for Lot 1, South Woods Replat 3. [No action required at this meeting]

- 2. Approval of Small Subdivision Plat Lot 1, South Woods, Replat 3. [No action required at this meeting]
- 13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 3981: An Ordinance to redefine ward boundaries due to recent annexations (Administration)
 - b. Ordinance No. 3982: An Ordinance amending Ordinance No. 3965 to authorize the refunding of additional bonds. (Finance Director)

(Suspend the statutory rule requiring reading on three different days, hold a public hearing at tonight's meeting and vote on the ordinance after the public hearing)

c. Ordinance No. 3983: An Ordinance authorizing refunding of Convention Center bonds (Finance Director)

(Suspend the reading of ordinances on three different days, hold a public hearing at tonight's meeting and vote on the ordinance after the public hearing)

- 14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Approve the request of the Bellevue Economic Enhancement Foundation/Bellevue Chamber of Commerce, Marathon Ventures and Salvation Army to hold the Annual Salvation Army Big Red Kettle Kick-off Celebration with a Firework Display (provided by Bellino Fireworks), at 901 Fort Crook Road North on Friday, November 8, 2019 from 5:30 p.m. 8:00 p.m. with fireworks at 7:30 P.M. (City Clerk)
 - b. Approval of request to final plat Lots 94 through 170, and Outlot B, Liberty, for the purpose of single family residential development. Applicant: Liberty Land, LLC. General Location: Daniell Road and Chennault Street (Land Use Planner)
 - 1. Approval of the Liberty Phase 2 Subdivision Agreement.
- 15. RESOLUTIONS:
 - a. Resolution No. 2019-38: Approval Resolution authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for the NE Board of Public Roads Classifications and Standards for 2019. (City Clerk)
- 16. CURRENT BUSINESS:
 - a. Approval of the MOU and Agreement with Pilgrim Landing Garden Club for the purpose of providing for the maintenance of the plantings in the public areas within the City rights-of-way within the Pilgrim Landing Subdivision, formerly SID 183 (Administration)
 - b. * Authorize the City Attorney to initiate eminent domain proceedings for Tract C14, 36th Street Bline to Sheridan (City Attorney)
 - c. * Approve the Proposal with Heimes Corp. for the 36th Street Emergency Culvert repair, not to exceed \$47,600 (Public Works Director)
 - d. * Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, not to exceed \$67,226 (Public Works Director)
 - e. * Approve the Memorandum of Understanding restructuring the Bellevue Professional Management Association (BPMA) job classification due to reorganization in the Planning Department (Human Resources Director)
 - f. * Approve the Memorandum of Understanding (MOU) restructuring the Civilian Employees Association of Bellevue (CEAB) job classification due to reorganization in the Planning Department (Human Resources Director)
 - g. +++ * Authorize the City Attorney to initiate eminent domain proceeding for Tracts A10, A39, B21, and C8 in the event timely responses are not received or an impasse is reached regarding the tracts (City Attorney)
 - h. +++ Approve and authorize the execution of the Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes (Administration)
- 17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports
- 18. CLOSED SESSION:
- 19. ADJOURNMENT

Bellevue City Council Meeting, October 15, 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 1st day of October, 2019, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Don Preister, Thomas Burns, and Kathy Welch; Absent: Councilman Shannon.

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

Arrow of Light Den, Pack 37, Quail Creek/Ashford Hollow area, led in the Pledge of Allegiance. Associate Pastor Mick Huntley, Midland Bible Baptist Church, 2407 Chandler Road East, 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 Burns, seconded by Cook, to approve the agenda.

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

Approval of the Consent Agenda

Councilman Cook removed Agenda Items 16b, 16c, and 16e from the Consent Agenda.

<u>Motion</u> was made by Cook, seconded by Preister, to approve the amended consent agenda which included the following: approval of the Minutes from the October 1, 2019, City Council meeting; acknowledge receipt of the Minutes from the September 26, 2019 Planning Commission Meeting; Approval of Claims; and Approval of Hunting Waiver Application. Roll call vote on the motion was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: Shannon. Motion carried.

ORGANIZATIONAL MATTERS: None

SPECIAL PRESENTATIONS:

Mayor Hike stated he would like to recognize and thank a long-time resident of Bellevue for all he has done to inform and promote our community through a number of popular social media outlets he has started. Garrett has always had the best interest of Bellevue in mind. Mayor Hike presented Mr. Garrett Sims with the "Jewell of Bellevue" Award for being a true asset to Bellevue.

APPROVED CITIZEN COMMUNICATION:

Mr. John Masters addressed concerns with the minimum wage in the City of Bellevue. He stated he was here to ask the City Council to implement a higher minimum raise for the City of Bellevue so citizens would be able to make a livable wage.

LIQUOR LICENSES:

Recommendation to approve a Special Designated Liquor License for Paul R. Klabunde, dba "Century Lounge" for Thursday, October 31, 2019, from 12:00 p.m. to 12:00 a.m. for a Halloween Party at 2109 Franklin Street [Alternate date: Friday, November 1, 2019] (City Clerk)

Ms. Jennifer Filley 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.

<u>Motion</u> was made by Burns, seconded by Welch, to recommend approval of Paul R. Klabunde, dba "Century Lounge" for Thursday, October 31, 2019, from 12:00 p.m. to 12:00 a.m. for a Halloween Party at 2109 Frank Street [Alternate date: Friday, November 1, 2019].

Mayor Hike requested clarification on the alternate date. Ms. Filley advised since Halloween is on a Thursday, she is considering having the Halloween party on Friday. At this time, her intention is to have the party on Friday, November 1st.

Councilman Cook questioned if there would be music. Ms. Filley replied there will be no live music.

Councilman Cook questioned if there would be security. Ms. Filley commented there will be two security guards. One will be located at the front door and one at the back.

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

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Recommendation to approve a Special Designated Liquor License for Willow Springs Bottling Co., dba "Cornhusker Beverage Mart" for Friday, November 22, 2019, for a Wine Tasting at Daniel Gross High School, 7700 South 43rd Street, Bellevue (City Clerk)

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.

Councilwoman Welch inquired if the alcohol consumed at the event is also available for purchase. Mr. Sobczyk replied it is.

<u>Motion</u> was made by Preister, seconded by Welch, to recommend approval of Special Designated Liquor License for Willow Springs Bottling Co., dba "Cornhusker Beverage Mart" for Friday, November 22, 2019, for a Wine Tasting at Daniel Gross High School, 7700 South 43rd Street, Bellevue.

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

Ordinances for Adoption: (Third reading) None

Ordinances for Public Hearing: (Second Reading) None

Ordinances for Introduction: (First Reading):

Ordinance No. 3976: Request to annex Lot 37, Orchard Valley. Applicant: City of Bellevue. (Land Use Planner)

Ordinance No. 3976, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Lot 37, Orchard Valley, to the City of Bellevue, Sarpy County, Nebraska, and designating an effect date, was read by title only for the first time and scheduled for public hearing at the Council meeting on November 5th.

Ordinance No. 3977: An Ordinance to amend Section 2-28 of the Bellevue City Code pertaining to executive sessions.

Ordinance No. 3977, an ordinance to amend Section 2-28 of the Bellevue Municipal Code pertaining to executive session of the City of Council; to repeal such Section as heretofore existing; and to provide an effective date of this ordinance, was read by title only for the first time and scheduled for public hearing at the Council meeting on November 5th.

Ordinance No. 3978: An Ordinance to amend Article IV, Chapter 2, of the Bellevue City Code by adding a new Section 2-208 regarding removal of elected officials for misconduct. (City Attorney) Policy Resolution 35: Approve amended Policy Resolution 35 regarding Principles of Conduct and Decorum. (City Attorney)

Ordinance No. 3978, an ordinance to amend Article IV, Chapter 2, of the Bellevue Municipal Code by adding a new Section 2-208 regarding removal of elected official for misconduct and to provide for the effective date of this ordinance, was read by title only for the first time and scheduled for public hearing at the Council meeting on November 5th.

Mayor Hike advised no action is required on Policy Resolution 35 until third reading as said Policy Resolution corresponds with Ordinance No. 3978.

Ordinance No. 3979: Request to rezone Lots 1 - 72, and Outlots A-C, Belle Lago Replat 1, from RG-50-PS and RG-28-PS to RG-8-PS in order to facilitate a townhome development. (Land Use Planner).

Ordinance No. 3979, 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 the southeast corner of 48th Street and Capehart Road, more particularly described in Section 1 of the Ordinance and to provide an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on November 5th.

Ordinance No. 3980: Request to rezone Lot 1, South Woods, Replat 3, from MH, BGH, and RG-8 to RG-8 for the purpose of an elementary school. (Land Use Planner)

Ordinance No. 3980, 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 zoning classification of land located at or about Fort Crook Road and Childs Road West more particularly described in Section 1 of the Ordinance and to provide an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on November 5th.

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PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Request for approval of an Event Application for the Greater Bellevue Area Chamber of Commercel Bellevue Economic Enhancement Foundation for Nebraska's Official Veteran's Parade on Saturday, November 9, 2019 utilizing Mission Avenue to Franklin Street, ending at Washington Park from 7:00 a.m. to 12:00 p.m. (City Clerk)

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. Kevin Hensel, President CEO Greater Bellevue Area Chamber of Commerce, was present to answer any questions.

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

Motion was made Cook, seconded by Burns, for approval of an Event Application for the Greater Bellevue Area Chamber of Commerce/ Bellevue Economic Enhancement Foundation for Nebraska's Official Veteran's Parade on Saturday, November 9, 2019 utilizing Mission Avenue to Franklin Street, ending at Washington Park from 7:00 a.m. to 12:00 p.m. Roll call vote on the motion to approve as follows: Stinson, Cook, Priester, Burns, and Welch voted yes; voting no: none; absent: Shannon: none. Motion carried.

RESOLUTIONS:

Resolution No. 2019-36: Approve adoption to preserve the City's flexibility in financing improvements to Street Districts, not to exceed \$5,800,000 and authorize Mayor to sign. (Public Works Director/Finance Director)

<u>Motion</u> made by Preister, seconded by Welch, to Approve Resolution No. 2019-36: Approve adoption to preserve the City's flexibility in financing improvements to Street Districts, not to exceed \$5,800,000 and authorize Mayor to sign. Roll call vote on the motion was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: Shannon. Motion carried.

Resolution No. 2019-37: Approve and sign resolution authorizing the approval of the Professional Services Agreement with Olsson, not to exceed \$882,000 and authorize the Mayor to sign. (Public Works Director)

<u>Motion</u> made by Cook, seconded by Stinson, Approving Resolution No. 2019-37: Approve and sign resolution authorizing the approval of the Professional Services Agreement with Olsson, not to exceed \$882,000 and authorize the Mayor to sign. Roll call vote on the motion was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: Shannon. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Agreement for Services with MAPA, not to exceed \$1,500.00, for the analysis of city current election districts and for the development of new city election district boundaries to equalize population between districts, as a result of the new annexed areas. (Land Use Planner)

Motion made by Burns, seconded by Welch, to approve and authorize the Mayor to sign the Agreement for Services with MAPA, not to exceed \$1,500.00, for the analysis of city current election districts and for the development of new city election district boundaries to equalize population between districts, as a result of the new annexed areas.

Councilman Preister requested clarification if there is a specific timeline for the agreement to be signed. Ms. Tammi Palm explained the final vote from Council will be in December. She stated the ordinance will require three readings. MAPA should supply information to the City within the next seven to ten days. Once the information is received, meetings will occur to explain the options MAPA is presenting.

Councilman Cook requested clarification if this item is not voted on until December, how will it affect if someone wants to file for office on December 1st. He questioned if the third reading could be waived. Ms. Robbins advised this ordinance requires all three readings. She explained since the annexations were approved October 1st, the MAPA contract could not be approved until this meeting.

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

Approve the low bid from Christensen Excavating Company, Inc., in an amount not to exceed \$8,800.00 for the World Baseball Village Concession Building project and authorize the Mayor to sign the contract. (Public Works Director)

<u>Motion</u> made by Preister, seconded by Burns, to approve the low bid from Christensen Excavating Company, Inc., in an amount not to exceed \$8,800.00 for the World Baseball Village Concession Building project and authorize the Mayor to sign the contract. Roll call vote on the motion was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: Shannon. Motion carried.

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Approve the Interlocal Agreement with the Papio-Missouri River Natural Resources District for the Sarpy County Floodplain Buyout Program, not to exceed \$94,000 and authorize the Mayor to sign. (Land Use Planner)

<u>Motion</u> made by Burns, seconded by Preister, to Approve the Interlocal Agreement with the Papio-Missouri River Natural Resources District for the Sarpy County Floodplain Buyout Program, not to exceed \$94,000 and authorize the Mayor to sign. Roll call vote on the motion was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: Shannon. Motion carried.

Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project (Public Works Director)

<u>Motion</u> made by Cook, seconded by Welch, to Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project. Roll call vote on the motion was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: Shannon. 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. Councilman Cook recognized the Bellevue Public Library's 90th Birthday celebration on October 14th and their tenth anniversary on Friends of the Library.

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Burns, seconded by Preister, the meeting adjourned at 6:38 p.m. Roll call vote on the motion was as follows: Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: Shannon.

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 October 15, 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.

Bellevue Board of Adjustment, October 21, 2019, Page 1

The Bellevue Board of Adjustment held a regular meeting on Monday, October 21, 2019 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Board Members Petersen, Anderson, Hawkins, and Cain. Also present was Tammi Palm, Land Use Planner.

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

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

Motion was made by Hawkins, seconded by Petersen, to approve the minutes of the April 17, 2019 regular meeting as provided. Upon roll call, all present voted yes. Motion carried unanimously.

MOTION was made by Hawkins, seconded by Cain, to accept into record all staff reports, attachments, memos, and handouts regarding each application. Upon roll call, all present voted yes. Motion carried unanimously.

PUBLIC HEARING was held on a request for a variance of Section 5.10.05, City of Bellevue Zoning Ordinance, regarding the minimum 35 foot front yard setback for Lot 237, Willow Springs. The applicant is requesting the minimum 35 foot front yard setback be reduced to 25 feet for the purpose of a third car garage addition. Applicant: Charles Crinklaw. Location: 10609 South 18th Circle. Case #: BOA-1909-02.

Acting Chair Anderson explained the public hearing procedures.

Charles Crinklaw, 10609 South 18th Circle, Bellevue, NE 68123 was present to speak. Crinklaw said his house was purchased in 1999 with the intent to retire there. At the time of purchase (cul-de-sac location, large lot) the realtor gave the impression adding a third garage would not be an issue. He said, a few years ago they realized the setbacks would cause an issue and at that time they began looking into requesting a variance to get the 25 foot front yard setback which is why they are before the Board of Adjustment. He said a lot of the houses in the neighborhood have the same RS-72 zoning and have a 25 foot or less front yard setback. He will not infringe on the right of way in the front cul-de-sac area. He has a concrete pad on the side of the existing garage that encompasses the area where he wants to place the garage. Crinklaw said the concrete pad extends up to the deck of the existing pool. Crinklaw stated he is trying to improve his property. He said they built their house in 1999 with the intent to make Bellevue their home. As recently as two weeks ago, they have continued improvements to the property. Crinklaw said he has a classic car and he wishes to remove it from the elements and house it in a garage. Anderson asked Crinklaw if he would address the four statutory variance findings. Crinklaw said his civil engineer would address this.

Joe Foley, Civil Engineer, 8790 F Street, Suite 108, Omaha, NE 68127 was present to speak on this request. Foley stated he would address the four items in Section 19-910 of the Nebraska State Statues which are needed for the Board of Adjustment to grant a variance. He addressed item "A" regarding undue hardship caused by the zoning regulations. Foley pointed out very few lots are like the applicant's front lot line which has a sharp curve. He said they are not asking to place the proposed garage any closer to the street than the existing garage. Foley stated the curve of the applicant's front yard makes it almost impossible to have an addition. He said the house sits skewed on a peculiar or odd lot. Foley addressed item "B" regarding a hardship not generally shared by other properties in the same zoning district and vicinity. He stated the applicant's lot is one of two lots in the area with the same curvature in the front. He said in the case of both lots there may be enough room on the side yard to add a garage, but it has the same curve on the front which makes it unique. Foley stated the other lot is located in Willow Springs at the south end of 18th Street. Foley addressed item "C", the authorization of such variance will not be of substantial detriment to the neighbors. He said neighboring homeowners support the addition and copies of their letters of support were provided. The house is visually hidden and does not protrude into the street. He stated approximately 50% of the homes in Willow Springs have less than a 35 foot setback; from 25 foot to as little as 12 to 15 foot front yard setbacks. Lastly, Foley addressed item "D" which

Bellevue Board of Adjustment, October 21, 2019, Page 2

references demonstrable and exceptional hardships distinguished from variations for purposes of convenience, profit or caprice. Foley said the applicant intended to add the garage once his finances allowed. He said the applicant has continually improved the property over the years and the garage addition will be the last big step. Foley stated the garage will be an investment in the property, the neighborhood, and the City. Foley said the 35 foot setback makes it difficult to fit the garage addition on the property.

Nolan Ausan, Warrior Home Solutions, 8704 South 169th Street, Omaha, NE 68136 was present to speak in favor of the request. Ausan stated he is trying to help the homeowner build something that will look like the existing house and will appear to have always been there.

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

Peterson asked Palm when the initial build began and when building ended in the Willow Springs neighborhood. Palm said she was unsure of the exact dates but stated there are several different developments within the area; The Town, an older area, and Willow Springs which is newer. Palm stated the age of the homes may range from 1980-1990. Crinklaw stated most homes on South 17th Street and South 18th Street were still in the process of being built when their home was purchased. He said they looked at several lots in the neighborhood to find a corner lot large enough to place a garage addition. He stated the majority of the lots on 17th Street and Yorktown were built from 1999-2002. Cain asked the applicant if the letters he presented in favor of his request were from neighboring residents within the cul-de-sac. Crinklaw confirmed the letters were written by neighbors in the cul-de-sac and he said they were all supportive and in favor of his request. He stated neighbors were provided a rendering of his proposed garage addition and they believe it will be a great addition to the neighborhood.

Peterson asked Palm if the zoning regarding setbacks changed over time. Palm stated the subdivision has RS-72 and RS-84 zoning areas. She referred to an older area on the GIS map zoned RS-72-PS with a Planned Subdivision Overlay where some of the lots have a 25 foot front yard setback. She stated the lots were built with a shorter front yard setback to provide additional buffer from the freeway. The lots have more of a back yard verses a front yard. The Town, an older section of the area consists of lots that are set closer to the property line even though they have a 35 foot front yard setback. Palm stated the area might have been preliminary platted under Sarpy County and final platted under the City of Bellevue. Palm said she checked City Council minutes and they note the final plat was approved but she was unable to find record of the preliminary plat. She suggested the preliminary plat might have been done under the County with a different set of regulations. Peterson asked Palm when the homes in this area were built. She checked the dates from the County Assessors data on some of the properties and replied mid-1980's.

Crinklaw stated the opposing street, being South 17th, was built during the same time as his property and all were zoned RS-72. He stated the blocks surrounding his house all have property that set further forward with the exception of the first part of South 17th which has a 35 foot front yard setback. Palm stated there are two different zonings in this area, RS-72 and RS-72-PS.

Peterson asked Crinklaw if he could build a garage on his property if it were moved back to meet the 35 foot setback. Crinklaw stated he would lose 8 ½ feet if he moved it back and the garage would not be large enough to store a vehicle. Peterson asked if the pool was a reason for his inability to move the garage back further to get the additional 8 ½ feet needed. Crinklaw stated he plans to go up to the edge of the pool but he also has a fireplace and must remain a certain distance away from it. Hawkins asked the applicant if the fireplace was really the issue and Crinklaw said yes. Hawkins asked if he was aware of the restrictions at the time he installed the pool. Hawkins asked Crinklaw to point out the exact area of the existing pool and fireplace looking at the drawings provided by the applicant. The applicant confirmed the area of the fireplace and stated he had to stay at least four feet from the exhaust of the fireplace. Peterson asked if it is gas or wood burning, Crinklaw stated gas. Peterson asked Crinklaw if he could make a flue and come up out of the new garage. Crinklaw said he would have to remove the pool to build the garage back far enough to get past the end of the fireplace. He noted the pool as a contributing factor to his lack of space but expressed concern with putting a heat source in the middle of the garage.

Anderson stated approval of a variance constitutes a statutory hardship which must be present. He said the statutory hardship in this case would have to be a topographical issue. Anderson stated the statute uses the words "exceptional, peculiar, unusual, narrowness, and steepness". He said aside from having a different shaped lot, these do not apply to the applicant. Anderson stated Crinklaw has a difficult situation, a corner lot with a cul-de-sac, however it is not so unusual that they have not run across it before. He stated the applicant has a bit of a different slope but it is not something exceptional or so unusual that it could not be found in a normal neighborhood. Anderson stated, in his opinion, the lot does not qualify to be so unusual that it would warrant granting a variance. He said if everyone in the cul-de-sac moved in with a 25 foot setback to add on to their house, the entire neighborhood would have a different look. Anderson said the 35 foot front yard setback and side yard separation is needed for firefighting capacity, airflow, and appearance; to avoid a tunnel vision. Anderson said that last question asks if the applicant is requesting this for a reason of extreme hardship or is it for convenience. Anderson stated it is for convenience. Crinklaw stated his request is being made to improve his property and increase the property value, not just for profit. Anderson stated the reason is convenience, profit, or caprice. Anderson told the applicant his project is not being judged as good, bad, or indifferent; they look at the neighborhood and the topographic issues surrounding it. Crinklaw stated RS-72 has multiple setbacks within the four block radius and he is not asking for anything more than what the Willow Springs neighbor nine houses from his property has. Peterson said the area was platted that way. Crinklaw said Celebrity homes built at the same time as his, now in a Planned Subdivision and have a 25 foot front yard setback. Peterson stated the homes the applicant referenced were platted with the 25 foot front yard setback. Crinklaw said Palm could not find out when the houses in the Planned Subdivision were built. Palm clarified she was referring to homes in The Town Subdivision; Anderson stated the building timeframe is a moot point because the Board of Adjustment does not have the power to change something without a statutory reason.

Anderson explained the Board makes the motion in the affirmative for the purposes of being clear and consistent.

MOTION made by Peterson, seconded by Cain, to APPROVE a request for a variance of Section 5.10.05, City of Bellevue Zoning Ordinance, regarding the minimum 35 foot front yard setback for Lot 237, Willow Springs. Variance to allow the minimum 35 foot front yard setback be reduced to 25 feet for the purpose of a third car garage addition. Applicant: Charles Crinklaw. Location: 10609 South 18th Circle. Case #: BOA-1909-02.

Anderson clarified the motion.

Upon roll call, Peterson, Anderson and Hawkins voted no. Cain voted yes. Motion failed.

Anderson explained the applicant had 15 days in which to appeal the Board's decision to District Court.

Motion made by Peterson, seconded by Cain, to elect Anderson as Chair and Conte as Vice Chair. Upon roll call, all present voted yes. Motion carried unanimously.

Motion made by Peterson, seconded by Hawkins, to approve the 2020 Uniform Review Schedule as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Meeting adjourned at 7:44 p.m.

Angela M. Curry
Planning Assistant

Bellevue Planning Commission Meeting, October 24, 2019, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, October 24, 2019 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Cain, Aerni, Ackley, Hankins, Cutsforth and Ritz. Absent were Commissioners Jacobson and Perrin. Also present was Tammi Palm, Land Use Planner.

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

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

Motion was made by Ackley, seconded by Cutsforth, to approve the minutes of the September 26, 2019 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Palm advised no additional updates were received by staff.

Motion was made by Cain, seconded by Casey, to accept into the record all staff reports, attachments, memos, and handouts regarding each application. Upon roll call, all present voted yes. Motion carried unanimously.

Ritz explained the consent agenda process.

There was one item on the consent agenda:

Request to final plat Lots 94 through 170, and Outlot B, Liberty, being a replat of part of Outlot B and part of Lot 1, Daniell's Farm Addition. Applicant: Liberty Land, LLC. General Location: Daniell Road and Chennault Street. Case #: S-1910-08.

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

MOTION was made by Ackley, seconded by Aerni, to approve the consent agenda based upon conformance with the preliminary plat, the comprehensive plan and requirements of the Bellevue zoning regulations. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on November 05, 2019.

Ritz explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval. Applicant: Encompass Design Inc. General Location: Ft Crook Rd & Grenoble Dr. Case #: Z-1906-05

Palm advised there were no updates and as submitted in the packet provided to the commissioners, the developer has requested a continuance to the November 21, 2019 Planning Commission meeting.

Ackley asked staff if this case is being held over once again to give the developer an opportunity to find a second route out of Normandy Hills. Palm stated the developer is trying to come to a decision as to what they want to do to move forward with site plans and logistics.

MOTION was made by Ackley, seconded by Cain, to CONTINUE to the November 21, 2019 Planning Commission meeting a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval. Applicant: Encompass Design Inc. General Location: Ft Crook Rd & Grenoble Dr. Case #: Z-1906-05. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to PLANNING COMMISSION for PUBLIC HEARING on November 21, 2019.

There was discussion regarding the election of officers.

MOTION was made by Ackley, seconded by Aerni, to NOMINATE Eric Ritz to serve as Planning Commission Chair and Sue Cutsforth to serve as Vice Chair. Upon roll call, all present voted yes. MOTION carried unanimously.

Bellevue Planning Commission Meeting, October 24, 2019, Page 2

Angela M. Curry

Meeting adjourned at 7:17 p.m.

Angela M. Curry Planning Assistant

6. 11/5/2019

CLAIMS FOR NOVEMBER 5, 2019

ERWIN'S JEWELRY	JEWEL OF BELLEVUE, KEYS TO THE CITY		210.0
		\$	210.0
CITY ADMINISTRATION			
CAKE EXPRESSIONS	CPS-JEWEL OF BELLEVUE RECEPTION		
DILLONS CUSTOMER CHARGES	CPS-WATER FOR OFFICE		57.78
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-10-2		13.9
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2019		17.7
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019		2,109.9
METLIFE GROUP BENEFITS	LTD INSURANCE-NOV 2019		27.00
KIWANIS CLUB OF BELLEVUE	MEMBERSHIP DUES		38.83
U.S. CELLULAR	MONTHLY SERVICE-2019-10-04		262.00
		-\$	99.37 2,626.6 6
		•	,0_0.00
CITY COUNCIL DON PREISTER			
DON PREISTER	REIMB FOR INTERNET SERVICE-OCT 2019		83.55
DON FREISTER	REIMB FOR WIND & SOLAR CONFERENCE		70.59
		\$	154.14
LEGAL SERVICES			
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2019		3,109.92
LANG LAW, LLC	SID 147 MEETING EXPENSES		1,930.75
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019		26.38
METLIFE GROUP BENEFITS	LTD INSURANCE-NOV 2019		42.22
U.S. CELLULAR	MONTHLY SERVICE-2019-10-04		89.53
		\$	5,198.80
CABLE ADVISORY			
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-10-2		45.40
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2019		15.10
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019		3,857.20
METLIFE GROUP BENEFITS	LTD INSURANCE-NOV 2019		23.08
U.S. CELLULAR	MONTHLY SERVICE-2019-10-04		29.75 49.26
	2020 10 01	\$	3,974.39
CITY CLEDY			
CITY CLERK AMAZON.COM, LLC	LABEL MAKER		460.00
AMERICAN LEGAL PUBLISHING CORP	CODE BOOK		162.24
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-10-2		6,508.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		13.32
EMPLOYEE BENEFITS SYSTEMS			55.02
INDOFF	HEALTH INSURANCE-NOV 2019 OFFICE SUPPLIES		3,924.31
METLIFE GROUP BENEFITS			26.69
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019		18.84
SARPY CO REGISTER OF DEEDS	LTD INSURANCE-NOV 2019		23.67
SUBURBAN NEWS ADV	ORDINANCES		182.00
	LEGAL ADS		2,885.42

CLAIMS FOR NOVEMBER 5, 2019

FINANCE/RISK MANAGEMENT	OFFICE SUPPLIES		146.69
AMAZON.COM, LLC	MONTHLY SERVICE-2019-10-2		23.09
BLACK HILLS NEBRASKA GAS UTILITY	TPA FUNDING-SEPT 2019		106.36
CREATIVE RISK SOLUTIONS	HEALTH INSURANCE-NOV 2019		4,133.36
EMPLOYEE BENEFITS SYSTEMS	CPS-CONFERENCE		150.00
GOVERNMENT FINANCE OFFICERS	SAFETY BOOTS		3,218.54
HANEY SHOE STORE			641.23
INDOFF	OFFICE SUPPLIES		26.00
LEAGUE OF NEBRASKA MUNICIPALITIES	GFOA CONFERENCE LUNCHEON		199.99
MATT KNIGHT	REIMB FOR SAFETY BOOTS		61.74
MENARDS	HAND SANITIZERS		68.36
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019		101.69
METLIFE GROUP BENEFITS	LTD INSURANCE-NOV 2019		2,171.00
NEOFUNDS BY NEOPOST	REFILL POSTAGE-1510 WALL ST		3,526.36
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS		620.00
THE CURE	RESPIRATORS		178.50
THOMAS WOODARD	ADVANCE FOR TRAINING		54.30
U.S. CELLULAR	MONTHLY SERVICE-2019-10-04	\$	15,427.21
		Þ	13,427.21
LIBRARY			
AMAZON.COM, LLC	VIDEO, PROGRAM SUPPLIES		802.13
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-10-2		686.02
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		136.09
CENGAGE LEARNING, INC	BOOKS		627.93
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS		85.08
DILLONS CUSTOMER CHARGES	SUPPLIES		77.49
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2019		7,112.88
FARONICS	MAINTENANCE RENEWAL		525.00
HISTORY NEBRASKA	MEMBERSHIP DUES		35.00
INDOFF	OFFICE SUPPLIES		107.28
INGRAM LIBRARY SERVICES	BOOKS		3,698.19
MANGELSENS	SUPPLIES		48.85
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE		154.18
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE		17.10
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019		74.38
METLIFE GROUP BENEFITS	LTD INSURANCE-NOV 2019		88.27
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-10-3		254.10
NEBRASKA LIBRARY COMMISSION	OVERDRIVE ANNUAL FEE THRU 2020-09-30		1,869.50
NEOFUNDS BY NEOPOST	REFILL POSTAGE		689.00
OCLC INC	CATALOGING ON-LINE MONTHLY		1,357.52
OVERDRIVE, INC	BOOKS		2,150.00
RUFF WATERS	AQUARIUM MANAGEMENT		94.94
SCOTT WELCH	SETUP LIBRARY WEB HOSTING		2,790.00
SECURITY EQUIPMENT	ADDITION TO EXTERIOR CAMERAS		1,701.00
SECONITI EQUIFIVILIA		\$	25,181.93

CLAIMS FOR NOVEMBER 5, 2019

ADMINISTRATIVE SERVICES/PERSONNEL AMAZON.COM, LLC WHEEL CHAIRS FO	
WITELE CHAINS TO	P MINI RUS
BLACK HILLS NEBRASKA GAS UTILITY MONTHLY SERVICE	475.50
CREATIVE RISK SOLUTIONS TPA FUNDING-SEP	15.54
EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE	8.00
IDEAL PURE WATER COMPANY BOTTLED WATER	10,000.70
METLIFE GROUP BENEFITS LIFE INSURANCE-N	46.75
METLIFE GROUP BENEFITS LTD INSURANCE-N	05.16
PAYCHEX of NEW YORK, LLC PAYCHEX ON-LINE	
SUBURBAN NEWS ADV LEGAL AD	33,00
U.S. CELLULAR MONTHLY SERVICE	9.02
IVONTILLY SERVICE	-2019-10-04 80.36 \$ 11,741.75
	¥ 11,711,73
PUBLIC WORKS	
AMERICAN COUNCIL OF ENGINEERING WORKSHOP-DUNN CO/NEBRASKA	25.00
BLACK HILLS NEBRASKA GAS UTILITY MONTHLY SERVICE	-2019-10-2 19.69
CREATIVE RISK SOLUTIONS TPA FUNDING-SEPT	2019 680.95
EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE	E-NOV 2019 6,148.52
	IFT STATION EVALUATION 4,820.70
METLIFE GROUP BENEFITS LIFE INSURANCE-NO	OV 2019 66.25
METLIFE GROUP BENEFITS LTD INSURANCE-NO	OV 2019 96.37
METROPOLITAN UTILITIES DIST MONTHLY SERVICE	-2019-10-3 26.03
NEBRASKA IOWA SUPPLY CO FUEL FOR CITY VEH	ICLES 5,552.30
OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE	2019-10-15 236.90
PAPILLION SANITATION HAUL FLOOD DEBR	S-AUG/SEPT 2019 1,660.59
	DRAINAGE TO SEP 2019 10,000.00
SARPY COUNTY REGISTER OF DEEDS WAIVER	10.00
SUBURBAN NEWS ADV LEGAL AD	14.76
TENNIC COLLETE LINUS ACTOR	
	IIS COURTS AT HAWORTH 11,850.00
U.S. CELLULAR RESURFACING TENN MONTHLY SERVICE-	•=====
110	2019-10-04 279.68
U.S. CELLULAR MONTHLY SERVICE- PARKS ALEXANDER LAWN & LANDSCAPE, INC ROW MOWING-CYC	279.68 \$ 41,487.74
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC MONTHLY SERVICE- DOG WASTE BAGS,	279.68 \$ 41,487.74 SLE 10 9,146.90
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC DOG WASTE BAGS, A-RELIEF SERVICES DOG WASTE BAGS, PORTABLE RESTROCT	279.68 \$ 41,487.74 SLE 10 9,146.90 CARD CABINET 320.39
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC DOG WASTE BAGS, A-RELIEF SERVICES CREATIVE RISK SOLUTIONS TPA FUNDING-SEPT	279.68 \$ 41,487.74 SLE 10 9,146.90 CARD CABINET 320.39 DM-CITY PARKS 498.00
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC DOG WASTE BAGS, A-RELIEF SERVICES PORTABLE RESTROC CREATIVE RISK SOLUTIONS TPA FUNDING-SEPT EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE	279.68 \$ 41,487.74 SLE 10 CARD CABINET OM-CITY PARKS 2019 (195.99)
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC A-RELIEF SERVICES CREATIVE RISK SOLUTIONS EMPLOYEE BENEFITS SYSTEMS MONTHLY SERVICES ROW MOWING-CYC	279.68 \$ 41,487.74 SLE 10 CARD CABINET OM-CITY PARKS 2019 (195.99)
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC DOG WASTE BAGS, A-RELIEF SERVICES CREATIVE RISK SOLUTIONS EMPLOYEE BENEFITS SYSTEMS GRAINGER MENARDS MONTHLY SERVICES ROW MOWING-CYC ROW MOWING-C	279.68 \$ 41,487.74 SLE 10 9,146.90 CARD CABINET 320.39 DM-CITY PARKS 498.00 2019 (195.99) E-NOV 2019 7,702.80
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC DOG WASTE BAGS, A-RELIEF SERVICES PORTABLE RESTROC CREATIVE RISK SOLUTIONS EMPLOYEE BENEFITS SYSTEMS GRAINGER MONTHLY SERVICES ROW MOWING-CYC DOG WASTE BAGS, PORTABLE RESTROC TPA FUNDING-SEPT HEALTH INSURANCE GRAINGER TOILET MANUAL FLI	279.68 \$ 41,487.74 SLE 10 9,146.90 CARD CABINET 320.39 DM-CITY PARKS 498.00 2019 (195.99) E-NOV 2019 7,702.80 JSH VALVE, BATTERY 333.15 126.86
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC A-RELIEF SERVICES CREATIVE RISK SOLUTIONS EMPLOYEE BENEFITS SYSTEMS GRAINGER MENARDS MONTHLY SERVICES ROW MOWING-CYC DOG WASTE BAGS, PORTABLE RESTROC TPA FUNDING-SEPT HEALTH INSURANCE TOILET MANUAL FLI	279.68 \$ 41,487.74 SLE 10 9,146.90 CARD CABINET 320.39 DM-CITY PARKS 498.00 2019 (195.99) E-NOV 2019 7,702.80 JSH VALVE, BATTERY 333.15 126.86 DV 2019 77.09
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC DOG WASTE BAGS, A-RELIEF SERVICES CREATIVE RISK SOLUTIONS EMPLOYEE BENEFITS SYSTEMS GRAINGER MENARDS METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS MONTHLY SERVICES ROW MOWING-CYC DOG WASTE BAGS, PORTABLE RESTROC TPA FUNDING-SEPT HEALTH INSURANCE TOILET MANUAL FLI MENARDS LIFE INSURANCE-NO	279.68 \$ 41,487.74 SLE 10 9,146.90 CARD CABINET 320.39 DM-CITY PARKS 498.00 2019 (195.99) E-NOV 2019 7,702.80 DSH VALVE, BATTERY 333.15 126.86 DV 2019 77.09 V 2019 87.01
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC A-RELIEF SERVICES CREATIVE RISK SOLUTIONS EMPLOYEE BENEFITS SYSTEMS GRAINGER MENARDS METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METRIFE GROUP BENEFITS MONTHLY SERVICE- PAPIO VALLEY NURSERY, INC	279.68 \$ 41,487.74 SLE 10 9,146.90 CARD CABINET 320.39 DM-CITY PARKS 498.00 2019 (195.99) S-NOV 2019 7,702.80 DJSH VALVE, BATTERY 333.15 DV 2019 77.09 V 2019 87.01
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC A-RELIEF SERVICES CREATIVE RISK SOLUTIONS EMPLOYEE BENEFITS SYSTEMS GRAINGER MENARDS METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METROPOLITAN UTILITIES DIST METROPOLITAN UTILITIES DIST MEGAL PLASTIC/GRAPHICS MONTHLY SERVICES ROW MOWING-CYC ROW MOW MOWING-CYC ROW MOWING-CYC ROW MOWING-CYC ROW MOWING-CYC ROW MOW MOWING-CYC ROW MOWING-CYC ROW MOWING-CYC ROW MOWING-CYC ROW MOW MOWING-CYC ROW MOWING-CYC ROW MOWING-CYC ROW MOWING-CYC ROW MOW MOWING-CYC ROW MOWING-CYC ROW MOWING-CYC ROW MOWING-CYC ROW MOW MOWING-CYC ROW MOWING-CYC ROW MOWING-CYC ROW MOWING-CYC ROW MOW MOWING-CYC ROW MOWING-CO ROW MOWING-CYC ROW MOW	279.68 \$ 41,487.74 SLE 10 9,146.90 CARD CABINET 320.39 DM-CITY PARKS 498.00 2019 (195.99) S-NOV 2019 7,702.80 JSH VALVE, BATTERY 333.15 126.86 DV 2019 77.09 V 2019 87.01 2019-10-10 6,519.10 926.50
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC A-RELIEF SERVICES CREATIVE RISK SOLUTIONS EMPLOYEE BENEFITS SYSTEMS GRAINGER MENARDS METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METRIFE GROUP BENEFI	279.68 \$ 41,487.74 SLE 10 CARD CABINET OM-CITY PARKS 2019 S-NOV 2019 333.15 OV 2019 7,702.80 OV 2019 77.09 V 2019 2019-10-10 6,519.10 926.50 216.04
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC A-RELIEF SERVICES CREATIVE RISK SOLUTIONS EMPLOYEE BENEFITS SYSTEMS GRAINGER MENARDS METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METROPOLITAN UTILITIES DIST PAPIO VALLEY NURSERY, INC REGAL PLASTIC/GRAPHICS TAB CONSTRUCTION MONTHLY SERVICE- MONTHLY SERVIC	279.68 \$ 41,487.74 SLE 10 CARD CABINET OM-CITY PARKS 2019 C-NOV 2
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC A-RELIEF SERVICES CREATIVE RISK SOLUTIONS EMPLOYEE BENEFITS SYSTEMS GRAINGER MENARDS METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METROPOLITAN UTILITIES DIST PAPIO VALLEY NURSERY, INC REGAL PLASTIC/GRAPHICS TAB CONSTRUCTION U.S. CELLULAR MONTHLY SERVICE- WALKERS UNIFORM RENTAL MONTHLY SERVICE- WALKERS UNIFORM RENTAL MONTHLY SERVICE- WALKERS UNIFORM RENTAL MONTHLY SERVICE-	279.68 \$ 41,487.74 SLE 10 CARD CABINET OM-CITY PARKS 2019 C-NOV 2
PARKS ALEXANDER LAWN & LANDSCAPE, INC AMAZON.COM, LLC A-RELIEF SERVICES CREATIVE RISK SOLUTIONS EMPLOYEE BENEFITS SYSTEMS GRAINGER MENARDS METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METROPOLITAN UTILITIES DIST PAPIO VALLEY NURSERY, INC REGAL PLASTIC/GRAPHICS TAB CONSTRUCTION MONTHLY SERVICE-	279.68 \$ 41,487.74 CLE 10 9,146.90 CARD CABINET 320.39 DM-CITY PARKS 498.00 2019 (195.99) E-NOV 2019 7,702.80 DJSH VALVE, BATTERY 333.15 126.86 DV 2019 77.09 V 2019 87.01 2019-10-10 6,519.10 926.50 216.04 ATION PROJECT 4,556.40 2019-10-09 20.13

CLAIMS FOR NOVEMBER 5, 2019

RECREATION			
AMAZON.COM, LLC	BASKETBALL CHAIN NETS		91.43
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2019		2,109.96
INDOFF	OFFICE SUPPLIES		20.59
IENNIFER WILLS	REFUND REED CENTER DEPOSIT		375.00
JOHN KILNOSKI	LIBILITY CLAIM-PROPERTY DAMAGE		1,018.21
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019		24.34
METLIFE GROUP BENEFITS	LTD INSURANCE-NOV 2019		31.28
U.S. CELLULAR	MONTHLY SERVICE-2019-10-04		64.37
0.3. 622203111	:-	\$	3,735.18
BUILDING MAINTENANCE			
BIG RED LOCKSMITHS	KEYS		30.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES		378.96
ECHO GROUP, INC	LED FLOOD FOR PARKING LOT		2,575.76
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2019		8,083.14
FILTER SHOP	FILTERS		204.46
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM INSPECTION		1,430.00
IDEAL PURE WATER COMPANY	BOTTLED WATER		21.91
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS		177.14
MENARDS	LIGHTS, FAN, LUMBER, BULBS, FILTERS, MORTAR, TOOLS, SHELF BIN, LAWN SUPPLIES		1,444.67
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019		61.86
METLIFE GROUP BENEFITS	LTD INSURANCE-NOV 2019		70.25
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-10-3		701.63
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING		280.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES		124.02
TRICO MECHANICAL SERVICES	AC MAINTENANCE-BALDWIN		216.63
U.S. CELLULAR	MONTHLY SERVICE-2019-10-04		25.07
VOSS LIGHTING	JANITORIAL SUPPLIES		498.90
WESTLAKE ACE HARDWARE	BATTERIES, CLEANING SUPPLIES		120.48
		\$	16,444.88
CEMETERY			
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2019		1,506.62
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019		17.74
METLIFE GROUP BENEFITS	LTD INSURANCE-NOV 2019		22.06
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-10-3		90.07
U.S. CELLULAR	MONTHLY SERVICE-2019-10-04	<u> </u>	49.26 1,685.75
		•	_,.
STREETS			20.00
A&D TECHNICAL SUPPLY CO	SO 25TH ST IMPROVEMENTS-SET UP FEE		30.00
ABCO MARKET	CPS-SWITCH POWER SUPPLY		836.91
ALBERT R DRELICHARZ	TEMPORARY, ACQUISITION-EASEMENT		1,110.00
ALFRED BENESCH & COMPANY	PROFESSIONAL SERVICES TO SEPT 2019		1,853.89
ALFRED BENESCH & COMPANY	CAPEHART RD IMPROVEMENTS		5,827.50
ALFRED BENESCH & COMPANY	2020 RESURFACING PROJECTS		9,535.52
AMY PAGE AND/OR JULIA PAGE	LEASEHOLD CONTRACT-EASEMENT		100.00

CLAIMS FOR NOVEMBER 5, 2019

STREETS (cont'd)		
ANDERSON GROVE CEMETERY ASSOCIATION	PERMANENT, TEMPORARY-EASEMENT	6,620.00
ANDERSON GROVE UNITED	PERMANENT, TEMPORARY-EASEMENT	17,060.00
ASPHALT & CONCRETE MATERIALS	ASPHALT	1,353.97
AVERY RENTS	PROPANE	51.04
BRENDA S MCCARTY	TEMPORARY-EASEMENT	1,140.00
BRETT DAVID BOYUM	TEMPORARY-EASEMENT	9,640.00
BUCKLEY CONSTRUCTION	CURB INLET WALLS	2,700.00
CHADWICK APARTMENTS, LLC	PERMANENT, TEMPORARY-EASEMENT	3,410.00
CHARLES R CLATTERBUCK	TEMPORARY-EASEMENT	390.00
COLIN D MOSS AND/OR DONNA BASS MOSS	TEMPORARY, ACQUISITION-EASEMENT	11,740.00
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-SEPT 2019	500.00
CURTIS S QUALMAN AND/OR CHRISTINE HOPE QUALMAN	TEMPORARY-EASEMENT	460.00
DAVID JONES	LEASEHOLD CONTRACT-EASMENT	100.00
DORIS B RITCHEY	TEMPORARY, PERMANENT, ACQUISTION- EASEMENT	12,300.00
DOROTHY M CAMPAGNA	TEMPORARY-EASEMENT	
EBAY MARKET	CPS-SMART LIGHTS	100.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2019	58.58
GAIL E WATKINS, JR AND/OR LINDA M WATKINS		36,460.33
	EASEMENT	3,040.00
GENE M ZIPPRICH	PERMANENT, TEMPORARY-EASEMENT	7,740.00
GERALD COLE AND/OR KELLI COLE	TEMPORARY-EASEMENT	10,825.00
GINA R NOBLE	TEMPORARY, ACQUISITION-EASEMENT	700.00
INDEPENDENT SALT CO	SAND/GRAVEL	4,503.01
JCF PROPERTIES, LLC	TEMPORARY-EASEMENT	720.00
JON G VEIK AND/OR DEBBIE S VEIK	TEMPORARY, ACQUISITION-EASEMENT	5,380.00
JOSHUA CRITES AND/OR LYDONNA CRITES	LEASEHOLD CONTRACT	100.00
KATHLEEN A (SCHUTZ) KAISER	TEMPORARY-EASEMENT	5,871.00
KEN LEWIS	TEMPORARY-EASEMENT	11,381.00
LAWRENCE E COLLINS	TEMPORARY, PERMANENT-EASEMENT	4,510.00
LYMAN RICHEY SAND & GRAVEL	SAND-GRAVEL	3,745.31
MARGARET JANDA	LEASEHOLD CONTRACT-EASEMENT	100.00
MARIO R RANGEL	TEMPORARY, ACQUISITION-EASEMENT	330.00
MARTIN PRODUCTS SALES, LLC	BULK OIL	728.90
MENARDS	GLOVES, UTIL BLADES, POWER STRIP, CLAMPS	116.97
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019	262.19
METLIFE GROUP BENEFITS	LTD INSURANCE-NOV 2019	307.85
METRO LANDSCAPE MATERIALS AND RECYCLING	GRINDING OF TREE PILE	9,500.00
METRO LEASING	8714-STREET SWEEPER	10,408.22
METRO LEASING	8696-DUMP TRUCK	24,778.20
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-10-10	983.99
MIDWEST RIGHT OF WAY SERVICES, INC	ACQUISITION SERVICES-#545, #552	16,820.70
MIKHAIL A MIKHAYLEVSKIY	TEMPORARY-EASEMENT	1,000.00
NEBRASKA FURNITURE MART	CPS-CREDIT	(120.74)
NEWMAN SIGNS	COMMEMORATIVE STREET NAME SIGN	73.81
OMAHA PUBLIC POWER DISTRICT	RELOCATE STREET LIGHT AT 29TH ST	2,250.00
OMNI	ASPHALT	726.33

CLAIMS FOR NOVEMBER 5, 2019

STREETS (cont'd) PHILLIP R MCEVOY AND/OR MARYLOU MCEVOY	TEMPORARY-FASEMENT	12,470.00
RALLEN R ZEITNER AND/OR PHYLLIS A ZEITNER		100.00
RAYMOND AND/OR MARIA E HERRERA	PERMANENT, TEMPORARY, ACQUISITION-	9,570.00
READY MIXED CONCRETE COMPANY	CONCRETE	4,327.76
RICHARD A HOLMES AND/OR LINDA C HOLMES	TEMPORARY, ACQUISITION-EASEMENT	1,510.00
ROBERT L GOOD	PERMANENT, TEMPORARY-EASEMENT	3,320.00
SHERWOOD PROPERTIES, LLC	PERMANENT, TEMPORARY-EASEMENT	5,430.00
ST. MATTHEW, THE EVANGELIST CHURCH OF	TEMPORARY-EASEMENT	7,300.00
BELLEVUE		
THE SCHEMMER ASSOCIATES	AVERY RD SURVEY-FINAL	3,200.00
U.S. CELLULAR	MONTHLY SERVICE-2019-10-04	242.35
UTILITY EQUIPMENT COMPANY	24IN PIPE	370.60
VICKY L OAKLEY	PERMANENT, TEMPORARY-EASEMENT	2,530.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE-2019-10-16	20.13
WILMA BAIRD	LEASEHOLD CONTRACT-EASEMENT	100.00
		\$ 300,650.32
FLEET MAINTENANCE	LIVE CNOW BLOW CYLINDER	712.71
A&L HYDRAULICS, INC	HYD SNOW PLOW CYLINDER	314.40
AA WHEEL & TRUCK SUPPLY, INC	TOP WIND JACK, TIRES	2,065.70
ALLIED OIL & TIRE COMPANY	OIL, DRUM CHARGE	730.95
ASPEN EQUIPMENT CO	SPEED SENSOR	194.60
AUTO VALUE PARTS - SOUTH OMAHA	BIO KLEEN, SWITCH THREADLOCKER, DRAIN FUNNEL, FUEL LINE	2,355.83
AUTOMOTIVE WAREHOUSE DIST, INC	HOSES, MUFFLER CLAMPS, PARTS	
BAUM HYDRAULICS CORP	LOW HOUSING, BEARINGS	157.72
BAXTER CHRYSLER DODGE JEEP	WHEEL CAPS, WHEEL COVERS, NUTS	495.23
BAXTER FORD	REMAN PARTS, HOSE, BUCKLES, GRILLE	1,729.53
BELLEVUE TIRE & AUTO SERVICE	TIRES	644.00
CERTIFIED TRANSMISSION	REMAN TRANSMISSION	1,470.75
CORNHUSKER INTERNATIONAL TRUCKS	O-RINGS, OIL PLUGS, ACCUMULATOR, DRUMS	1,489.20
CREATIVE RISK SOLUTIONS	TPA FUNDING-SEPT 2019	10,798.71
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-SEPT 2019	250.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2019	19,510.81
FACTORY MOTOR PARTS CO	WIPER MOTOR ASSEMBLY, ALTERNATOR	267.30
FORCE AMERICA, INC	GRANULAR FEEDBACK KITS, RETROFIT KITS	5,282.61
HEAVY DUTY SPECIALISTS	CLAMPS	10.20
INLAND TRUCK PARTS CO	WEDGES, VALVES	171.38
J & J SMALL ENGINE SERVICE	CARBURATOR ASSEMBLY	319.05
JACKS UNIFORMS & EQUIPMENT	CODE 3 BLUE LED LIGHT BAR	143.97
JIM HAWK TRUCK TRAILERS	BRAKLEEN, SWIVEL HOSE, CLEVIS PINS	580.89
JONES AUTOMOTIVE	SPEAKER DRIVER	181.31
KOSISKI AUTO PARTS	FRONT SEAT AND INTERIOR PARTS	775.00
KRIHA FLUID POWER CO	ELBOW SEAL, FITTINGS	249.44
MACQUEEN EQUIPMENT, LLC	FLOW SENSOR	695.84
MENARDS	PAINT THINNER, GLUE, TIEDOWNS, SUPPLIES	116.84
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019	145.54
METLIFE GROUP BENEFITS	LTD INSURANCE-NOV 2019	182.32
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-10-4	238.85

CLAIMS FOR NOVEMBER 5, 2019

FLEET MAINTENANCE (cont'd)			
NAPA AUTO PARTS	FILTERS, FITTINGS, VLVES, CONNECTORS,		1,224.03
NEBRASKA IOWA INDUSTRIAL FASTENERS	STUD NUTS, LOCK NUTS, DRILL BITS, SUPPLIES		287.20
O'REILLY AUTOMOTIVE PARTS	RAZOR BLADES, PAINT		57.89
P&M HARDWARE	SLEEVE BEARINGS		29.85
SPARTAN MOTORS USA, INC	WINDOW HANDLE		89.54
STATE STEEL	HOT ROLLED STEEL		147.64
THERMO KING CHRISTENSEN	BOOSTER CABLE ENDS		47.60
TOYNE, INC	SUPER AUTO EJECT		644.03
TRAVELERS	LIABILITY CLAIM		4,514.82
TRUCK CENTER COMPANIES	AIR SPRINGS, SEAL, DOWELS		609.24
TY'S OUTDOOR POWER & SERVICE	BELTS		108.26
U.S. CELLULAR	MONTHLY SERVICE-2019-10-04		70.38
UPS STORE	FREIGHT FOR OIL SAMPLES		22.52
VOGEL WEST	ORANGE PAINT		55.19
WALKERS UNIFORM RENTAL	UNIFORM SERVICE		116.10
WELDON PARTS INC	PRESSURE VALVE, AXLE WEDGES		14.08
WESTLAKE ACE HARDWARE	SUPPLIES		1.90
		\$	60,320.95
		·	00,000
SOLID WASTE			
WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES-SEP 2019		249,447.71
		\$	249,447.71
		•	,
PLANNING			
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-10-2		17.72
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2019		3,533.28
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019		21.67
METLIFE GROUP BENEFITS	LTD INSURANCE-NOV 2019		26.11
METROPOLITAN AREA PLANNING AGENCY	MAPA TRAINING-L JACOBSON		1,300.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-10-3		23.55
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-10-15		214.65
		\$	5,136.98
		*	3,130.30
PERMITS & INSPECTIONS			
ALLEN FOLLMER	ADVANCE FOR TRAINING		127.50
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-10-2		23.63
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2019		12,573.38
IDEAL PURE WATER COMPANY	BOTTLED WATER		29.30
INDOFF	OFFICE SUPPLIES		15.32
MAXIMINO LEON-LOPEZ	REIMB PRECONNECT DEPOSIT		500.00
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019		82.27
METLIFE GROUP BENEFITS	LTD INSURANCE-NOV 2019		103.83
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-10-3		
NE CHAPTER INT'L ASSOC OF ELEC INSPECTORS			31.46 155.00
NEBRASKA ON SITE WASTEWATER ASSOC	CPS-TRAINING-RYBAR		155.00
OMAHA PUBLIC POWER DISTRICT			380.00
SHELL SUPER STORE	MONTHLY SERVICE-2019-10-15		286.20
SUBURBAN NEWS ADV	CAR WASH		11.25
U.S. CELLULAR	LEGAL ADS		10.66
S.S. CELEGENIN	MONTHLY SERVICE-2019-10-04		271.73
		\$	14,601.53

CLAIMS FOR NOVEMBER 5, 2019

AMAZON.COM, LLC AUTO BODY AUTHORITY AUTO BODY AUTHORITY BELLEVUE ANIMAL HOSPITAL BELLEVUE ANIMAL HOSPITAL BERLA CORPORATION BIACK HILLS NEBRASKA GAS UTILITY MONTHLY SERVICE 2019-10-2 BIALK HILLS NEBRASKA GAS UTILITY MONTHLY SERVICE 2019-10-2 BIALK HILLS NEBRASKA GAS UTILITY MONTHLY SERVICE 2019-10-2 CABELA'S RETAIL INC COPS-DOG KENNEL COPS-TRAINING COPS-DOG KENNEL COPS-DOG KENNEL COPS-DOG KENNEL COPS-DOG	POLICE/CODE ENFORCEMENT		
### AUTO BODY AUTHORITY TOW CHARGE 160.00 ### BEILLEVUE ANIMAL HOSPITAL VET SERVICE 129.12 ### BERUA CORPOPATION RENEWAL IVE SOFTWARE TO 2020/8/20 2,500.00 ### BLUE TO GOLD LAW ENFORCEMENT CPS-BEFUND-TRAINING CANCELLED (235.00) ### CABELA'S RETAIL INC CPS-BEFUND-TRAINING CANCELLED (235.00) ### CABELA'S RETAIL INC CPS-BEFUND-TRAINING CANCELLED (235.00) ### CABELA'S RETAIL INC CPS-BEFUND-TRAINING CANCELLED (269.99) ### CITY OF LAWISTA FY20 SDLEA YEARLY FEE 20,000.00 ### CITY TREASURER FULL DAY RANGE 120.00 ### CONTY TREASURER FULL DAY RANGE 120.00 ### CONTY OF LAWISTA COMMERCIAL SOLUTIONS NOTARY PUBLIC 40.00 ### CONTROL MASTERS, INC ROOM NOT COOLING 145.00 ### CONTROL MASTERS, INC ROOM NOT COOLING 145.00 ### COX COMMUNICATIONS SUBPEONA FEE 50.00 ### CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 500.00 ### CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 1.050.00 ### CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 3.541.44 ### DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING 229.50 ### CREATIVE RISK SOLUTIONS TPA FUNDING-SEPT 2019 3.541.44 ### DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING 229.50 ### DON'S PIONEER UNIFORMS TACTICAL VESTS 2.2039.97 ### EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE-NOV 2019 136.894.82 ### ENTERPRISE AN TRUST DEA VEHICLE LEASE-OCT 2019 521.58 ### ENTERPRISE AN TRUST DEA VEHICLE LEASE-OCT 2019 521.58 ### ENTERPRISE AND SUNFORMS TACTICAL VESTS 2.700.00 ### GREAT PLAINING CPS-TRAINING 280.50 ### GREAT PLAINING CPS-TRAINING 280.50 ### OF SPICES SUNFAINED DOOR MAT SERVICE- 1510 WALL ST 109.76 ### CREATIVE RISK SOLUTION OF CHIEFS OF OFFICE SUPPLIES 288.18 ### METERPRISE AND SUNFORMS TACTICAL VESTS 2.720.00 ### THE GROUP BENEFITS LIFE INSURANCE-NOV 2019 1.633.62 ### CONTROL SERVICES, INC DOOR MAT SERVICE- 1510 WALL ST 109.76 ### OFFICE SUPPLIES CPS-MIGNOSOFT STORE CPS-MIGNOSOFT SUBSCRIPTION 213.98 ### METURE GROUP BE		COMPUTER SUPPLIES, PRINTER SUPPLIES	34.19
BELLEVUE ANIMAL HOSPITAL BERLA CORPORATION RENEWAL IVE SOFTWARE TO 2020/8/20 2,500.00 BLACK HILLS NEBRASKA GAS UTILITY MOMTHLY SERVICE-2019-10-2 431.30 BLUE TO GOLD LAW ENFORCEMENT CPS-REFUND-TRAINING CANCELLED (235.00) CABELA'S RETALL INC CPS-DOG KENNEL 129.99 CITY OF LAVISTA FY20 SDLEA YEARLY FEE 20,000.00 CITY TREASURER SOFTICE-KANSAS CITY COMMERCIAL SOLUTIONS NOTARY PUBLIC COMMERCIAL SOLUTIONS NOTARY PUBLIC CONTROL MASTERS, INC COX COMMUNICATIONS CREATIVE RISK SOLUTIONS The FUNDING-SEPT 2019 3,541.44 DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING 229.50 DON'S PIONEER UNIFORMS TACTICAL VESTS DON'S PIONEER UNIFORMS ENTERPRISE PER TIEM FOR TRAINING CPS-TRAINING GPS-00 GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC PESIONS INTERNATIONAL, LLC GRAPHIC PESIONS INTERNATIONAL, LLC GRAPHIC PESIONS INTERNATIONAL, LLC GRAPHIC PESIONS GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC PER SERVICE JACKSON SERVICES, INC JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING CPS-LODGING FOR TRAINING ABOUT SERVICE JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING ABOUT SERVICE JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING CPS-LODGING FOR TRAINING ABOUT SERVICE JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING ABOUT SERVICE JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING ABOUT SERVICE JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING ABOUT SERVICE JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING ABOUT SERVICES		TOW CHARGE	160.00
BERLA CORPORATION RENEWAL IVE SOFTWARE TO 2020/8/20 2,500.00 BLACK HILLS NEBRASKA GAS UTILITY MONTHLY SERVICE 2019-10-2 431.30 BLUE TO GOLD LAW ENFORCEMENT CPS-REUND-TRAINING CANCELLED (235.00) CABELA'S RETAIL INC CPS-DOG KENNEL 269.99 CITY OF LAVISTA FY20 SDILEA YEARLY FEE 20,000.00 CITY TREASURER FULL DAY RANGE 120.00 CITY TREASURER FULL DAY RANGE 120.00 COMMERCIAL SOLUTIONS NOTARY PUBLIC 40.00 CONTROL MASTERS, INC ROOM NOT COOLING 145.00 CONTROL MASTERS, INC ROOM NOT COOLING 145.00 COX COMMUNICATIONS SUBPEONA FEE 50.00 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 500.00 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 500.00 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 1,050.00 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 3,541.44 DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING 229.50 DON'S PIONEER UNIFORMS TACTICISAL VESTS 120.9 3,541.44 DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING 229.50 DON'S PIONEER UNIFORMS TACTICISAL VESTS 120.9 3,541.44 EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE-NOV 2019 136,894.82 EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE-NOV 2019 521.58 GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS 5.417.13 GREAT PLAINS UNIFORMS TACTICAL VESTS 2,720.00 GREAT PLAINS UNIFORMS TACTICAL VESTS 2,720.00 GREAT PLAINS UNIFORMS TACTICAL VESTS 2,720.00 INDOFF ONCE REVICLES, INC DOOR MAT SERVICE-1510 WALL ST 109.76 INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE JACKSON SERVICLES, INC DOOR MAT SERVICE-1510 WALL ST 109.76 MEMBERSHIP DUES THRU 11/30/2020 1,225.00 POLICE JACKSON SERVICLES, INC DOOR MAT SERVICE-1510 WALL ST 109.76 MEMBERSHIP DUES THRU 11/30/2020 1,225.00 METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 859.21 METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 859.21 METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 1,653.62 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-15 5,721.00 OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 5,721.00 OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-16 SHELL SUPER STORE CRUISERS SEL		VET SERVICE	129.12
BLACK HILLS NEBRASKA GAS UTILITY MONTHLY SERVICE-2019-10-2 431.30		RENEWAL IVE SOFTWARE TO 2020/8/20	2,500.00
BIUE TO GOLD LAW ENFORCEMENT CPS-REFUND-TRAINING CANCELLED C35.00)		MONTHLY SERVICE-2019-10-2	431.30
CABELA'S RETAIL LINC CPS-DOG KENNEL 269-99 CITY OF LAVISTA FYZO SOLEA YEARLY FEE 20,000.00 CITY TREASURER FULL DAY RANGE 120.00 CITY TREASURERS OFFICE-KANSAS CITY CPS-TRAINING 250.00 COMMERCIAL SOLUTIONS NOTARY PUBLIC 40.00 CONTROL MASTERS, INC ROOM NOT COOLING 145.00 COX COMMUNICATIONS SUBPEONA FEE 50.00 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 50.00 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 1,050.00 CREATIVE RISK SOLUTIONS TPA FUNDING-SEPT 2019 3,541.44 DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING 21.50 DON'S PIONEER UNIFORMS TACTICAL VESTS 2,039.97 EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE-NOV 2019 136,894.82 ENTERPRISE FM TRUST DEA VEHICLE LEASE-OCT 2019 521.56 GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS 5,417.13 GREAT PLAINS UNIFORMS TACTICAL VESTS 2,720.00 INDOFF POLIGEAN SERVICE-S CPS-TRAINING 695		CPS-REFUND-TRAINING CANCELLED	(235.00)
CITY OF LAVISTA CITY TREASURER CITY TREASURER FULL DAY RANGE CITY TREASURERS OFFICE-KANSAS CITY CPS-TRAINING COMMERCIAL SOLUTIONS NOTARY PUBLIC COMMERCIAL SOLUTIONS NOTARY PUBLIC CONTROL MASTERS, INC CONTROL MASTERS, INC COX COMMUNICATIONS SUBPONA FEE SOLUTIONS CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 CREATIVE RISK SOLUTIONS CREATIVE RISK SOLUTIONS CREATIVE RISK SOLUTIONS THA FUNDING-SEPT 2019 CREATIVE RISK SOLUTIONS THA FUNDING-SEPT 2019 TON'S PIONER UNIFORMS TACTICAL VESTS DON'S PIONER UNIFORMS EMPLOYEE BENEFITS SYSTEMS EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE-NOV 2019 TSEA GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS TACTICAL VESTS JOHN S STUKEN INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE JACKSON SERVICES, INC JOHN E STUCK KALAHARI RESORT & CONVENTION METILE GROUP BENEFITS LITE INSURANCE-NOV 2019 LICES SUPPLIES JON'S PIONEERIFIS LITE INSURANCE-NOV 2019 LICES SUPPLIES MEMBERSHIP DUES THRU 11/30/2020 LICES SUPPLIES MEMBERSHIP DUES THRU 11/30/		CPS-DOG KENNEL	269.99
CITY TREASURER CITY TREASURERS OFFICE-KANSAS CITY CPS-TRAINING COMMERCIAL SOLUTIONS NOTARY PUBLIC CONTROL MASTERS, INC CONTROL MASTERS, INC COX COMMUNICATIONS CREATIVE RISK SOLUTIONS THA FUNDING-SEPT 2019 CREATIVE RISK SOLUTIONS THA FUNDING-SEPT 2019 CREATIVE RISK SOLUTIONS THA FUNDING-SEPT 2019 TOWN DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING CREATIVE RISK SOLUTIONS THA FUNDING-SEPT 2019 TOWN DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING CREATIVE RISK SOLUTIONS TOWN DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING CREATIVE RISK SOLUTIONS TOWN DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING CREATIVE RISK SOLUTIONS TOWN DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING CREATIVE RISK SOLUTIONS TOWN DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING CREATIVE RISK SOLUTIONS TOWN DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING CREATIVE RISK SOLUTIONS TOWN DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING CREATIVE RISK SOLUTIONS TOWN DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING CREATIVE RISK SOLUTIONS TOWN DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING GRAPHIC DESIGNS INTERNATIONAL, LIC GRAPHIC FOR CRUISERS TACTICAL VESTS CATICAL VESTS CATI		FY20 SDLEA YEARLY FEE	20,000.00
CITY TREASURERS OFFICE-KANSAS CITY COMMERCIAL SOLUTIONS NOTARY PUBLIC CONNER PSYCHOLOGICAL SERVICES PC WELLNESS CHECKS 1,400.00 CONTROL MASTERS, INC ROOM NOT COOLING 145.00 COX COMMUNICATIONS SUBPEONA FEE 50.00 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 1,050.00 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 1,050.00 CREATIVE RISK SOLUTIONS TPA FUNDING-SEPT 2019 3,541.44 DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING 51.50 DON'S PIONEER UNIFORMS TACTICAL VESTS 2,039.97 EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE-NOV 2019 136,894.82 ENTERPRISE FM TRUST DEA VEHICLE LEASE-OCT 2019 521.58 FBI LEEDA CPS-TRAINING GRACH PLAINS UNIFORMS TACTICAL VESTS QUIVIGRAPH SERVICE FOLOGE GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS 1,417.13 GREAT PLAINS UNIFORMS TACTICAL VESTS 2,720.00 GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS 1,417.13 JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING 288.18 INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE JACKSON SERVICES, INC JOON MAT SERVICE-1510 WALL ST JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING 280.50 MEMBERSHIP DUES THRU 11/30/2020 1,225.00 METUFE GROUP BENEFITS LITD INSURANCE-NOV 2019 1,653.62 METUFE GROUP BENEFITS LITD INSURANCE-NOV 2019 1,653.62 METUFE GROUP BENEFITS LITD INSURANCE-NOV 2019 1,653.62 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 TACTICAL VESTS OMAN SERVICE-2019-10-3 TACTICAL VESTS TO SURVEY SERVICE SERVICE STAINING 280.50 MEMBERSHIP DUES THRU 11/30/2020 1,225.00 DOD MAT SERVICE-2019-10-3 TACTICAL VESTS TO SURVEY SERVICE-2019-10-15 TACTICAL VESTS TO SURVEY SERVICE-2019-10-15 TACTICAL VESTS TO SURVEY SERVICE-2019-10-15 TACTICAL VESTS TA		FULL DAY RANGE	120.00
COMMERCIAL SOLUTIONS NOTARY PUBLIC 40.00 CONTROL MASTERS, INC ROOM NOT COOLING 145.00 COX COMMUNICATIONS SUBPEONA FEE 50.00 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 500.00 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 1,050.00 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 1,050.00 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 1,050.00 CREATIVE RISK SOLUTIONS TPA FUNDING-SEPT 2019 3,541.44 DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING 51.50 DON'S PIONEER UNIFORMS TACTICAL VESTS 2,039.97 EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE-NOV 2019 136,894.82 ENTERPRISE FM TRUST DEA VEHICLE LEASE-OCT 2019 521.58 FBI LEEDA CPS-TRAINING 695.00 GALLO PROFESSIONAL POLYGRAPH SERVICES POLYGRAPH SERVICE 700.00 GARDHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS 5,417.13 GREAT PLAINS UNIFORMS TACTICAL VESTS 2,720.00 INDOFF OFFICE SUPPLIES 288.18 INTERNATIONAL ASSOCIATION OF CHIEFS OF MEMBERSHIP DUES THRU 11/30/2020 1,225.00 POLICE JACKSON SERVICES, INC DOOR MAT SERVICE-1510 WALL ST 109.76 JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING 88.95.01 METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 859.21 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 573.10 MICROSOFT STORE CPS-MICROSOFT SUBSCRIPTION 213.98 NATIONAL ASSOCIATION OF SCHOOL CPS-TRAINING 345.00 OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 5, 219.00 PFI TRAFFIC CARDS 863.03 SHELL SUPER STORE CRUISER WASH 18.75 SPRINT MONTHLY SERVICE-2019-10-15 125.22 U.S. CELLULAR MONTHLY SERVICE-2019-10-04 3,812.52 VOGEL WEST SELF LEVELING 157.22		CPS-TRAINING	250.00
CONNER PSYCHOLOGICAL SERVICES PC CONTROL MASTERS, INC COX COMMUNICATIONS COX COMMUNICATIONS CREATIVE RISK SOLUTIONS CREATIVE RISK SOLUTIONS CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 1,050.00 CREATIVE RISK SOLUTIONS TPA FUNDING-SEPT 2019 3,541.44 DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING DEREK S BEES REIMBURSE PER DIEM FOR TRAINING 229.50 DON'S PIONEER UNIFORMS TACTICAL VESTS 2,039.97 EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE-NOV 2019 136,884.82 ENTERPRISE FN TRUST DEA VEHICLE LEASE-OCT 2019 521.58 FBI LEEDA CPS-TRAINING GALLO PROFESSIONAL POLYGRAPH SERVICES GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS STACTICAL VESTS OFFICE SUPPLIES REAT PLAINS UNIFORMS TACTICAL VESTS 7,720.00 GREAT PLAINS UNIFORMS TACTICAL VESTS 7,720.00 TO OFFICE SUPPLIES REAT PLAINS UNIFORMS TACTICAL VESTS 7,720.00 TO OFFICE SUPPLIES REAT PLAINS UNIFORMS TACTICAL VESTS 7,720.00 TO OFFICE SUPPLIES REAT PLAINS UNIFORMS TACTICAL VESTS 7,720.00 TO OFFICE SUPPLIES REAT PLAINS UNIFORMS TACTICAL VESTS 7,720.00 TO OFFICE SUPPLIES REAT PLAINS UNIFORMS TACTICAL VESTS 7,720.00 TO OFFICE SUPPLIES REAT PLAINS UNIFORMS TACTICAL VESTS 7,720.00 TO OFFICE SUPPLIES REAT PLAINS UNIFORMS TACTICAL VESTS 7,720.00 TO OFFICE SUPPLIES REAT PLAINS UNIFORMS TACTICAL VESTS 7,720.00 TO OFFICE SUPPLIES REAT PLAINS UNIFORMS TACTICAL VESTS 7,720.00 TO OFFICE SUPPLIES REAT PLAINS UNIFORMS TACTICAL VESTS 7,720.00 TO OFFICE SUPPLIES REAT PLAINS UNIFORMS TACTICAL VESTS 7,720.00 TO OFFICE SUPPLIES REAT PLAINS UNIFORMS TACTICAL VESTS 7,720.00 TO OFFICE SUPPLIES REAT PLAINS UNIFORMS TO OFFICE SUPPLIES TO OFFICE SUPPLIES TO OFFICE SUPPLIES TO OFFICE SUPPLIES TO O		NOTARY PUBLIC	40.00
CONTROL MASTERS, INC COX COMMUNICATIONS SUBPEONA FEE 50.00 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 1,050.00 CREATIVE RISK SOLUTIONS TPA FUNDING-SEPT 2019 3,541.44 DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING DERK S BEES REIMBURSE PER DIEM FOR TRAINING 229.50 DON'S PIONEER UNIFORMS TACTICAL VESTS 2,039.97 EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE-NOV 2019 136,894.82 ENTERPRISE FM TRUST DEA VEHICLE LEASE-OCT 2019 521.58 FBI LEEDA CPS-TRAINING GALLO PROFESSIONAL POLYGRAPH SERVICES OGRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC POSIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE JACKSON SERVICES, INC DOOR MAT SERVICE-1510 WALL ST INTERNATIONAL ASSOCIATION OF CHIEFS OF MEMBERSHIP DUES THRU 11/30/2020 1,225.00 POLICE JACKSON SERVICES, INC DOOR MAT SERVICE-1510 WALL ST JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING 480.28 METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 899.21 METLIFE GROUP BENEFITS LIFE INSURA		WELLNESS CHECKS	1,400.00
COX COMMUNICATIONS CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 1,050.00 CREATIVE RISK SOLUTIONS NEW CLAIMS FEES-SEPT 2019 1,050.00 CREATIVE RISK SOLUTIONS TPA FUNDING-SEPT 2019 3,541.44 DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING 51.50 DOR'S PIONEER UNIFORMS TACTICAL VESTS DON'S PIONEER UNIFORMS TACTICAL VESTS 2,039.97 EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE-NOV 2019 136,894.82 ENTERPRISE FM TRUST DEA VEHICLE LEASE-OCT 2019 521.58 FBI LEEDA GALLO PROFESSIONAL POLYGRAPH SERVICES POLYGRAPH SERVICE GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS 1NDOFF INDOFF OFFICE SUPPLIES 1ACKSON SERVICES, INC DOOR MAT SERVICE-1510 WALL ST JOHN E STUCK RALHARI RESORT & CONVENTION CPS-LODGING FOR TRAINING 480.28 METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 1573.10 MICROSOFT STORE CPS-MICROSOFT SUBSCRIPTION NATIONAL ASSOCIATION OF SCHOOL CPS-TRAINING 100 MAT SERVICE-2019-10-3 573.10 MICROSOFT STORE CPS-MICROSOFT SUBSCRIPTION 213.98 NATIONAL ASSOCIATION OF SCHOOL CPS-TRAINING 345.00 OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 SPINT MONTHLY SERVICE-2019-10-16 SPILE U.S. CELLULAR MONTHLY SERVICE-2019-10-04 3,812.52 VOGEL WEST SELF LEVELING 157.22		ROOM NOT COOLING	145.00
CREATIVE RISK SOLUTIONS CREATIVE RISK SOLUTIONS CREATIVE RISK SOLUTIONS CREATIVE RISK SOLUTIONS TPA FUNDING-SEPT 2019 3,541.44 DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING DEREK S BEES REIMBURSE PER DIEM FOR TRAINING 229.50 DON'S PIONEER UNIFORMS TACTICAL VESTS 2,039.97 EMPLOYEE BENEFITS SYSTEMS EMPLOYEE BENEFITS SYSTEMS ENTERPRISE FM TRUST DEA VEHICLE LEASE-OCT 2019 521.58 FBI LEEDA CPS-TRAINING GALLO PROFESSIONAL POLYGRAPH SERVICES QRAPHIC DESIGNS INTERNATIONAL, LLC GREAT PLAINS UNIFORMS TACTICAL VESTS 2,720.00 GRAPHIC DESIGNS INTERNATIONAL, LLC GREAT PLAINS UNIFORMS TACTICAL VESTS 3,417.13 GREAT PLAINS UNIFORMS TACTICAL VESTS 2,720.00 INDOFF OFFICE SUPPLIES MEMBERSHIP DUES THRU 11/30/2020 1,225.00 POLICE JACKSON SERVICES, INC JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 1,653.62 METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METCROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 MATIONAL ASSOCIATION OF SCHOOL CPS-TAINING A45.00 OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 SHELL SUPER STORE CRUSSER WASH MONTHLY SERVICE-2019-10-04 3,812.52 VOGEL WEST SELF LEVELING 157.22		SUBPEONA FEE	50.00
CREATIVE RISK SOLUTIONS CREATIVE RISK SOLUTIONS TPA FUNDING-SEPT 2019 3,541.44 DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING 51.50 DEREK S BEES REIMBURSE PER DIEM FOR TRAINING 229.50 DON'S PIONEER UNIFORMS TACTICAL VESTS 2,039.97 EMPLOYEE BENEFITS SYSTEMS EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE-NOV 2019 521.58 FBI LEEDA CPS-TRAINING GALLO PROFESSIONAL POLYGRAPH SERVICES POLYGRAPH SERVICE GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS INDOFF INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE JACKSON SERVICES, INC JOHN E STUCK KALAHARI RESORT & CONVENTION METILFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 1,225.00 METILFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 1,205.00 METILFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 1,205.00 METILFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 1,653.62 METILFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 859.21 METILFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 1,653.62 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 TOTAL OWNER OF TRAINING METICPOPULTAN UTILITIES DIST MONTHLY SERVICE-2019-10-15 NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 SPRINT MONTHLY SERVICE-2019-10-15 SPRINT U.S. CELLULAR MONTHLY SERVICE-2019-10-04 3,812.52 VOGEL WEST SELF LEVELING 157.22		NEW CLAIMS FEES-SEPT 2019	500.00
CREATIVE RISK SOLUTIONS TPA FUNDING-SEPT 2019 3,541.44 DAVID G STUKENHOLTZ REIMBURSE PER DIEM FOR TRAINING 51.50 DEREK S BEES REIMBURSE PER DIEM FOR TRAINING 229.50 DON'S PIONEER UNIFORMS TACTICAL VESTS 2,039.97 EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE-NOV 2019 136,894.82 ENTERPRISE FM TRUST DEA VEHICLE LEASE-OCT 2019 521.58 FBI LEEDA CPS-TRAINING GRALLO PROFESSIONAL POLYGRAPH SERVICES POLYGRAPH SERVICE GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS INDOFF OFFICE SUPPLIES INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE JACKSON SERVICES, INC JOHN E STUCK KALAHARI RESORT & CONVENTION CPS-LODGING FOR TRAINING METILIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METILIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METILIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-3 ST3.10 MICROSOFT STORE OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 SPEINT MONTHLY SERVICE VOGEL WEST VOGEL WEST MONTHLY SERVICE-2019-10-04 3,812.52 VOGEL WEST SELF LEVELING 157.22		NEW CLAIMS FEES-SEPT 2019	1,050.00
DAVID G STUKENHOLTZ DEREK S BEES REIMBURSE PER DIEM FOR TRAINING DEREK S BEES REIMBURSE PER DIEM FOR TRAINING DON'S PIONEER UNIFORMS TACTICAL VESTS 2,039.97 EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE-NOV 2019 136,894.82 ENTERPRISE FM TRUST DEA VEHICLE LEASE-OCT 2019 521.58 FBI LEEDA CALLO PROFESSIONAL POLYGRAPH SERVICES POLYGRAPH SERVICE GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS JALINS UNIFORMS TACTICAL VESTS JOHN ESTUCE JACKSON SERVICES, INC JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-3 STAILO OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 SPRINT MONTHLY SERVICE VOGEL WEST MONTHLY SERVICE VOGEL WEST SELF LEVELING MONTHLY SERVICE 125.22 VOGEL WEST SELF LEVELING 157.22		TPA FUNDING-SEPT 2019	3,541.44
DEREK S BEES DON'S PIONEER UNIFORMS TACTICAL VESTS 2,039.97 EMPLOYEE BENEFITS SYSTEMS HEALTH INSURANCE-NOV 2019 136,894.82 ENTERPRISE FM TRUST DEA VEHICLE LEASE-OCT 2019 521.58 FBI LEEDA CPS-TRAINING GALLO PROFESSIONAL POLYGRAPH SERVICES GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS INDOFF OFFICE SUPPLIES JACKSON SERVICES, INC JOHN E STUCK KALAHARI RESORT & CONVENTION CPS-LODGING FOR TRAINING METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METROSOFT STORE NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 SPRINT MONTHLY SERVICE U.S. CELLULAR MONTHLY SERVICE-2019-10-04 3,812.52 VOGEL WEST VOGEL WEST VOGEL WEST	5,12,111,2,112,2,2,2	REIMBURSE PER DIEM FOR TRAINING	51.50
DON'S PIONEER UNIFORMS EMPLOYEE BENEFITS SYSTEMS EMPLOYEE BENEFITS SYSTEMS ENTERPRISE FM TRUST DEA VEHICLE LEASE-OCT 2019 521.58 FBI LEEDA CPS-TRAINING GALLO PROFESSIONAL POLYGRAPH SERVICES GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS TACTICAL VESTS OFFICE SUPPLIES JACKSON SERVICES, INC JOHN E STUCK KALAHARI RESORT & CONVENTION CPS-LODGING FOR TRAINING METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-15 NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-04 SHELL SUPER STORE SPRINT MONTHLY SERVICE U.S. CELLULAR MONTHLY SERVICE-2019-10-04 SELE LEVELING 157.22		REIMBURSE PER DIEM FOR TRAINING	229.50
EMPLOYEE BENEFITS SYSTEMS ENTERPRISE FM TRUST DEA VEHICLE LEASE-OCT 2019 521.58 FBI LEEDA CPS-TRAINING G95.00 GALLO PROFESSIONAL POLYGRAPH SERVICES POLYGRAPH SERVICE GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS 5,417.13 GREAT PLAINS UNIFORMS TACTICAL VESTS 2,720.00 INDOFF OFFICE SUPPLIES 288.18 INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE JACKSON SERVICES, INC DOOR MAT SERVICE-1510 WALL ST JOHN E STUCK KALAHARI RESORT & CONVENTION CPS-LODGING FOR TRAINING METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 SPRINT MONTHLY SERVICE-2019-10-15 SPRINT MONTHLY SERVICE VOGEL WEST MONTHLY SERVICE-2019-10-04 3,812.52 VOGEL WEST SELF LEVELING 157.22		TACTICAL VESTS	2,039.97
ENTERPRISE FM TRUST FBI LEEDA CPS-TRAINING GALLO PROFESSIONAL POLYGRAPH SERVICES POLYGRAPH SERVICE POLYGRAPH SERVICE FRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS TACTICAL VESTS GREAT PLAINS UNIFORMS INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE JACKSON SERVICES, INC JOHN E STUCK KALAHARI RESORT & CONVENTION METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 SPRINT MONTHLY SERVICE-2019-10-04 3,812.52 VOGEL WEST VOGEL WEST VOGEL WEST POLYGRAPH SERVICE READS COPSTRAINING G95.00 G95.00 MEMBERSHIP DUES THRU 11/30/2020 1,225.0		HEALTH INSURANCE-NOV 2019	136,894.82
FBI LEEDA CPS-TRAINING 695.00 GALLO PROFESSIONAL POLYGRAPH SERVICES POLYGRAPH SERVICE 700.00 GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS 5,417.13 GREAT PLAINS UNIFORMS TACTICAL VESTS 2,720.00 INDOFF OFFICE SUPPLIES 288.18 INTERNATIONAL ASSOCIATION OF CHIEFS OF MEMBERSHIP DUES THRU 11/30/2020 1,225.00 POLICE JACKSON SERVICES, INC DOOR MAT SERVICE-1510 WALL ST 109.76 JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING 280.50 KALAHARI RESORT & CONVENTION CPS-LODGING FOR TRAINING 480.28 METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 859.21 METLIFE GROUP BENEFITS LITD INSURANCE-NOV 2019 1,653.62 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 573.10 MICROSOFT STORE CPS-MICROSOFT SUBSCRIPTION 213.98 NATIONAL ASSOCIATION OF SCHOOL CPS-TRAINING 345.00 OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 5,219.00 PFI TRAFFIC CARDS 863.03 SHELL SUPER STORE CRUISER WASH 18.75 SPRINT MONTHLY SERVICE 12019-10-04 3,812.52 VOGEL WEST SELF LEVELING 157.22		DEA VEHICLE LEASE-OCT 2019	521.58
GALLO PROFESSIONAL POLYGRAPH SERVICES GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS 5,417.13 GREAT PLAINS UNIFORMS INDOFF OFFICE SUPPLIES 288.18 INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE JACKSON SERVICES, INC JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING KALAHARI RESORT & CONVENTION CPS-LODGING FOR TRAINING METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METLIFE GROUP BENEFITS LITD INSURANCE-NOV 2019 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 SPRINT MONTHLY SERVICE U.S. CELLULAR MONTHLY SERVICE LEVELING 157.22 VOGEL WEST SELF LEVELING 157.22		CPS-TRAINING	695.00
GRAPHIC DESIGNS INTERNATIONAL, LLC GRAPHIC FOR CRUISERS 5,417.13 GREAT PLAINS UNIFORMS TACTICAL VESTS 2,720.00 INDOFF OFFICE SUPPLIES 288.18 INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE JACKSON SERVICES, INC JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METLIFE GROUP BENEFITS LITD INSURANCE-NOV 2019 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 SPEINT MONTHLY SERVICE-2019-10-15 SPRINT MONTHLY SERVICE-2019-10-04 MONTHLY SERVICE-2019-10-04 SR12.52 VOGEL WEST SELF LEVELING 157.22		POLYGRAPH SERVICE	700.00
GREAT PLAINS UNIFORMS INDOFF OFFICE SUPPLIES 288.18 INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE JACKSON SERVICES, INC JOHN E STUCK KALAHARI RESORT & CONVENTION CPS-LODGING FOR TRAINING METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 MICROSOFT STORE NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 SPRINT MONTHLY SERVICE-2019-10-04 S83.03 SHELL SUPER STORE CRUISER WASH MONTHLY SERVICE U.S. CELLULAR MONTHLY SERVICE-2019-10-04 ARENOPOLITAN MONTHLY SERVICE 125.22 U.S. CELLULAR MONTHLY SERVICE-2019-10-04 3,812.52		GRAPHIC FOR CRUISERS	5,417.13
INDOFF INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE JACKSON SERVICES, INC JOHN E STUCK KALAHARI RESORT & CONVENTION MEMBERSHIP DUES THRU 11/30/2020 KERIMBURSE PER DIEM FOR TRAINING KALAHARI RESORT & CONVENTION METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 MICROSOFT STORE MATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 SPRINT MONTHLY SERVICE-2019-10-15 SPRINT MONTHLY SERVICE-2019-10-04 3,812.52 U.S. CELLULAR MONTHLY SERVICE-2019-10-04 3,812.52 VOGEL WEST SELF LEVELING 157.22		TACTICAL VESTS	2,720.00
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE JACKSON SERVICES, INC JOHN E STUCK KALAHARI RESORT & CONVENTION METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METLIFE GROUP BENEFITS METROPOLITAN UTILITIES DIST MICROSOFT STORE NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT PFI TRAFFIC CARDS SPRINT MONTHLY SERVICE-2019-10-04 SELF LEVELING MEMBERSHIP DUES THRU 11/30/2020 1,225.00 1,225.00 1,225.00 1,225.00 1,225.00 1,225.00 1,225.00 1,225.00 1,225.00 1,225.00 1,225.00 1,225.00 109.76 LOP.76 LOP.76 LOP.76 LOP.76 MEMBERSHIP DUES THRU 11/30/2020 1,09.76 LOP.76 LOP.76 LOP.76 LOP.76 MEMBERSHIP DUES THRU 11/30/2020 109.76 LOP.76 LOP.76		OFFICE SUPPLIES	288.18
JACKSON SERVICES, INC JOHN E STUCK REIMBURSE PER DIEM FOR TRAINING REIMBURSE PER DIEM FOR TRAINING RELIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METLIFE GROUP BENEFITS LITD INSURANCE-NOV 2019 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 MICROSOFT STORE CPS-MICROSOFT SUBSCRIPTION OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 MONTHLY SERVICE-2019-10-15 SPRINT MONTHLY SERVICE CRUISER WASH MONTHLY SERVICE U.S. CELLULAR MONTHLY SERVICE SELF LEVELING MONTHLY SERVICE 157.22 U.S. CELLULAR VOGEL WEST REIMBURSE PER DIEM FOR TRAINING 280.50 A80.28 REIMBURSE PER DIEM FOR TRAINING A80.28 R	INTERNATIONAL ASSOCIATION OF CHIEFS OF	MEMBERSHIP DUES THRU 11/30/2020	1,225.00
JOHN E STUCK KALAHARI RESORT & CONVENTION KALAHARI RESORT & CONVENTION METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METLIFE GROUP BENEFITS LITD INSURANCE-NOV 2019 METROPOLITAN UTILITIES DIST MICROSOFT STORE CPS-MICROSOFT SUBSCRIPTION OMAHA PUBLIC POWER DISTRICT PFI TRAFFIC CARDS SHELL SUPER STORE CRUISER WASH MONTHLY SERVICE-2019-10-04 SELF LEVELING MONTHLY SERVICE-2019-10-04 3,812.52 VOGEL WEST		DOOR MAT SERVICE-1510 WALL ST	109.76
KALAHARI RESORT & CONVENTION KALAHARI RESORT & CONVENTION METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METLIFE GROUP BENEFITS LITD INSURANCE-NOV 2019 1,653.62 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 MICROSOFT STORE CPS-MICROSOFT SUBSCRIPTION 213.98 NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 5,219.00 PFI TRAFFIC CARDS SHELL SUPER STORE CRUISER WASH 18.75 SPRINT MONTHLY SERVICE 125.22 U.S. CELLULAR MONTHLY SERVICE-2019-10-04 3,812.52 VOGEL WEST SELF LEVELING			280.50
METLIFE GROUP BENEFITS LIFE INSURANCE-NOV 2019 METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT PFI TRAFFIC CARDS SHELL SUPER STORE CRUISER WASH MONTHLY SERVICE-2019-10-04 SPRINT MONTHLY SERVICE-2019-10-04			480.28
METLIFE GROUP BENEFITS METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 MICROSOFT STORE NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT PFI TRAFFIC CARDS SHELL SUPER STORE CRUISER WASH MONTHLY SERVICE U.S. CELLULAR VOGEL WEST LTD INSURANCE-NOV 2019 1,653.62 1,653.62 1,653.62 1,653.62 1,653.62 1,653.62 1,653.62 1,653.62 1,653.62 1,653.62 1,653.62 1,653.62 1,653.62 1,653.62 1,653.62 13.98 14.90 157.21 10.90 10.91			859.21
METROPOLITAN UTILITIES DIST MONTHLY SERVICE-2019-10-3 MICROSOFT STORE CPS-MICROSOFT SUBSCRIPTION 213.98 NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 FI TRAFFIC CARDS SHELL SUPER STORE CRUISER WASH SPRINT MONTHLY SERVICE U.S. CELLULAR MONTHLY SERVICE-2019-10-04 3,812.52 VOGEL WEST SELF LEVELING 573.10 573.10 573.10 573.10 573.10 673.10 CPS-MICROSOFT SUBSCRIPTION 213.98 NATIONAL ASSOCIATION OF SCHOOL CPS-TRAINING 345.00 CRUSER WASH 18.75 SPRINT MONTHLY SERVICE 125.22			1,653.62
MICROSOFT STORE NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT PFI TRAFFIC CARDS SHELL SUPER STORE SPRINT MONTHLY SERVICE U.S. CELLULAR WONTHLY SERVICE-2019-10-04 MONTHLY SERVICE MONTHLY SERVICE MONTHLY SERVICE MONTHLY SERVICE 125.22 MONTHLY SERVICE-2019-10-04 3,812.52 VOGEL WEST SELF LEVELING	WIE1 EIN E GWEET E		,
NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 5,219.00 PFI TRAFFIC CARDS SHELL SUPER STORE CRUISER WASH SPRINT MONTHLY SERVICE U.S. CELLULAR MONTHLY SERVICE VOGEL WEST SELF LEVELING 345.00 345.00 345.00 5,219.00 863.03 812.52 863.03			213.98
NATIONAL ASSOCIATION OF SCHOOL OMAHA PUBLIC POWER DISTRICT MONTHLY SERVICE-2019-10-15 FFI TRAFFIC CARDS SHELL SUPER STORE CRUISER WASH MONTHLY SERVICE U.S. CELLULAR MONTHLY SERVICE-2019-10-04 SELF LEVELING 157.22			345.00
PFI TRAFFIC CARDS 863.03 SHELL SUPER STORE CRUISER WASH 18.75 SPRINT MONTHLY SERVICE 125.22 U.S. CELLULAR MONTHLY SERVICE-2019-10-04 3,812.52 VOGEL WEST SELF LEVELING 157.22			
SHELL SUPER STORE SPRINT U.S. CELLULAR VOGEL WEST CRUISER WASH MONTHLY SERVICE MONTHLY SERVICE-2019-10-04 3,812.52 157.22			
SHELL SUPER STORE SPRINT MONTHLY SERVICE U.S. CELLULAR VOGEL WEST MONTHLY SERVICE-2019-10-04 SELF LEVELING 125.22 125.22			
U.S. CELLULAR WONTHLY SERVICE-2019-10-04 VOGEL WEST SELF LEVELING 3,812.52			
VOGEL WEST SELF LEVELING 157.22			
VOGEL WEST SELF LEVELING			
	VOGEL WEST	JEEF ELVELING	

CLAIMS FOR NOVEMBER 5, 2019

AIRGAS USA, LLC	MEDICAL SUPPLIES	205.77
AMAZON.COM, LLC	OFFICE SUPPLIES, UNIFORMS	295.77
BLACK PROXIMITY KEY FOBS	CPS-KEY FOBS	521.02
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	99.83
CREATIVE RISK SOLUTIONS	TPA FUNDING-SEPT 2019	8,186.16
DAVE ENGLER	REIMB EXPENSES FOR ASSESSOR FEE	(16.95
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	178.50
ED M FELD EQUIPMENT CO	VOICE AMP REPAIR	7.95
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2019	112.00
GREAT PLAINS UNIFORMS	TACTICAL PANTS	67,692.23
J.D. CASEY CO	CAR WASH SOAP	1,109.00
JAKE ERDMANN	REIMB EXPENSES FOR ASSESSOR FEE	306.56
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	404.79
MARGARET HUG	REIMBURSEMENT-4333	622.69
MATHESON TRI-GAS INC	METHANE AIR	265.00
MENARDS		35.75
	LUMBER, SAW BLADE, GAS CAN, LOCK, TOOL BAGS, CLEANING SUPPLIES	257.88
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019	503.34
METLIFE GROUP BENEFITS	LTD INSURANCE-NOV 2019	777.89
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-10-3	2,909.19
ROUNDHOUSE BUNKER GEAR REPAIR SERVICE	S BUNKER GEAR	706.02
SANDRY FIRE SUPPLY, LLC	HELMETS	1,036.85
SHRED-IT USA	SHREDDING SERVICE	144.00
STRYKER SALES CORPORATION	MEDICAL SUPPLIES, STAIR CHAIR	4,283.31
TELEFLEX FUNDING LLC	MEDICAL SUPPLIES	1,115.50
U.S. CELLULAR	MONTHLY SERVICE-2019-10-04	817.29
UNDERWRITERS LABORATORIES	LADDER TESTING	5,560.35
WALMART COMMUNITY	SUPPLIES-INV 000284	60.69
WESTLAKE ACE HARDWARE	SILICONE, PAINT	24.36
ZIRMED, INC	MONTHLY MEDICAL BILLING	260.40
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	1,386.00
	8	\$ 99,663.37
NON-DEPARTMENTAL/CONTRACTS		
AMERICAN NATIONAL BANK	SID 197 WIRE FEE	20.00
JASON AMMERMAN	COMMISSION FOR NEGOTIATING ADDITIONAL	14,255.00
	INSURANCE PAYOUT	•
CENTURY LINK		
CENTURY LINK CHARTER TITLE & ESCROW SERVICES, INC	INSURANCE PAYOUT	1,053.28
	INSURANCE PAYOUT MONTHLY SERVICE-2019-10-1	1,053.28 5,000.00
CHARTER TITLE & ESCROW SERVICES, INC	INSURANCE PAYOUT MONTHLY SERVICE-2019-10-1 ESCROW DEPOSIT-GATES SID 197 WARRANTS	1,053.28 5,000.00 106,952.36
CHARTER TITLE & ESCROW SERVICES, INC CORE BANK	INSURANCE PAYOUT MONTHLY SERVICE-2019-10-1 ESCROW DEPOSIT-GATES	1,053.28 5,000.00 106,952.36 3,300.00
CHARTER TITLE & ESCROW SERVICES, INC CORE BANK LOCKTON COMPANIES, LLC	INSURANCE PAYOUT MONTHLY SERVICE-2019-10-1 ESCROW DEPOSIT-GATES SID 197 WARRANTS WELLNESS CONSULTING FEE-SEPT/OCT 2019 INSURANCE PREMIUMS	1,053.28 5,000.00 106,952.36 3,300.00 223,545.00
CHARTER TITLE & ESCROW SERVICES, INC CORE BANK LOCKTON COMPANIES, LLC LOCKTON COMPANIES, LLC	INSURANCE PAYOUT MONTHLY SERVICE-2019-10-1 ESCROW DEPOSIT-GATES SID 197 WARRANTS WELLNESS CONSULTING FEE-SEPT/OCT 2019 INSURANCE PREMIUMS MAT SERVICE-AUG 2019-2186 MILES	1,053.28 5,000.00 106,952.36 3,300.00 223,545.00 3,252.00
CHARTER TITLE & ESCROW SERVICES, INC CORE BANK LOCKTON COMPANIES, LLC LOCKTON COMPANIES, LLC METRO AREA TRANSIT	INSURANCE PAYOUT MONTHLY SERVICE-2019-10-1 ESCROW DEPOSIT-GATES SID 197 WARRANTS WELLNESS CONSULTING FEE-SEPT/OCT 2019 INSURANCE PREMIUMS MAT SERVICE-AUG 2019-2186 MILES MONTHLY SERVICE-2019-10-3	1,053.28 5,000.00 106,952.36 3,300.00 223,545.00 3,252.00 115.31
CHARTER TITLE & ESCROW SERVICES, INC CORE BANK LOCKTON COMPANIES, LLC LOCKTON COMPANIES, LLC METRO AREA TRANSIT METROPOLITAN UTILITIES DIST	INSURANCE PAYOUT MONTHLY SERVICE-2019-10-1 ESCROW DEPOSIT-GATES SID 197 WARRANTS WELLNESS CONSULTING FEE-SEPT/OCT 2019 INSURANCE PREMIUMS MAT SERVICE-AUG 2019-2186 MILES MONTHLY SERVICE-2019-10-3 SELF INSURANCE FEE ASSESSMENT	1,053.28 5,000.00 106,952.36 3,300.00 223,545.00 3,252.00 115.31 2,000.00
CHARTER TITLE & ESCROW SERVICES, INC CORE BANK LOCKTON COMPANIES, LLC LOCKTON COMPANIES, LLC METRO AREA TRANSIT METROPOLITAN UTILITIES DIST NEBRASKA WORKERS' COMP COURT	INSURANCE PAYOUT MONTHLY SERVICE-2019-10-1 ESCROW DEPOSIT-GATES SID 197 WARRANTS WELLNESS CONSULTING FEE-SEPT/OCT 2019 INSURANCE PREMIUMS MAT SERVICE-AUG 2019-2186 MILES MONTHLY SERVICE-2019-10-3 SELF INSURANCE FEE ASSESSMENT POSTAGE METER LEASES TO FEB 2020	1,053.28 5,000.00 106,952.36 3,300.00 223,545.00 3,252.00 115.31 2,000.00 691.01
CHARTER TITLE & ESCROW SERVICES, INC CORE BANK LOCKTON COMPANIES, LLC LOCKTON COMPANIES, LLC METRO AREA TRANSIT METROPOLITAN UTILITIES DIST NEBRASKA WORKERS' COMP COURT NEOPOST USA INC	INSURANCE PAYOUT MONTHLY SERVICE-2019-10-1 ESCROW DEPOSIT-GATES SID 197 WARRANTS WELLNESS CONSULTING FEE-SEPT/OCT 2019 INSURANCE PREMIUMS MAT SERVICE-AUG 2019-2186 MILES MONTHLY SERVICE-2019-10-3 SELF INSURANCE FEE ASSESSMENT POSTAGE METER LEASES TO FEB 2020 ALARM FEES-AUG 2019	1,053.28 5,000.00 106,952.36 3,300.00 223,545.00 3,252.00 115.31 2,000.00 691.01 2,410.00
CHARTER TITLE & ESCROW SERVICES, INC CORE BANK LOCKTON COMPANIES, LLC LOCKTON COMPANIES, LLC METRO AREA TRANSIT METROPOLITAN UTILITIES DIST NEBRASKA WORKERS' COMP COURT NEOPOST USA INC PM AM CORPORATION	INSURANCE PAYOUT MONTHLY SERVICE-2019-10-1 ESCROW DEPOSIT-GATES SID 197 WARRANTS WELLNESS CONSULTING FEE-SEPT/OCT 2019 INSURANCE PREMIUMS MAT SERVICE-AUG 2019-2186 MILES MONTHLY SERVICE-2019-10-3 SELF INSURANCE FEE ASSESSMENT POSTAGE METER LEASES TO FEB 2020 ALARM FEES-AUG 2019 ALARM FEES-SEPT 2019	1,053.28 5,000.00 106,952.36 3,300.00 223,545.00 3,252.00 115.31 2,000.00 691.01 2,410.00 2,710.00
CHARTER TITLE & ESCROW SERVICES, INC CORE BANK LOCKTON COMPANIES, LLC LOCKTON COMPANIES, LLC METRO AREA TRANSIT METROPOLITAN UTILITIES DIST NEBRASKA WORKERS' COMP COURT NEOPOST USA INC PM AM CORPORATION PM AM CORPORATION	INSURANCE PAYOUT MONTHLY SERVICE-2019-10-1 ESCROW DEPOSIT-GATES SID 197 WARRANTS WELLNESS CONSULTING FEE-SEPT/OCT 2019 INSURANCE PREMIUMS MAT SERVICE-AUG 2019-2186 MILES MONTHLY SERVICE-2019-10-3 SELF INSURANCE FEE ASSESSMENT POSTAGE METER LEASES TO FEB 2020 ALARM FEES-AUG 2019 ALARM FEES-SEPT 2019 CPS-MONTHLY WEB MAINTENANCE	1,053.28 5,000.00 106,952.36 3,300.00 223,545.00 3,252.00 115.31 2,000.00 691.01 2,410.00

CLAIMS FOR NOVEMBER 5, 2019

INFORMATION TECHNOLOGY			
AMAZON.COM, LLC	RECHARGEABLE BATTERY		15.98
GRAYBAR ELECTRIC	COMMUNICATION PARTS		165.45
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE		59.95
ILAND INTERNET SOLUTIONS	SECURE CLOUD STORAGE		9,531.42
MILLER DISTRIBUTORS, INC	BATTERIES		151.54
MOTOROLA SOLUTIONS, INC	BATTERIES		681.01
ONE CALL CONCEPTS	LOCATES FOR SEPT		8.45
TESSCO	LOW PROFILE ANTENNAS		1,154.03
TJ CABLE	LOCATES FOR SEPT		150.00
U.S. CELLULAR	MONTHLY SERVICE-2019-10-04		40.29
		\$	11,958.12
WASTEWATER			
AMAZON.COM, LLC	PHONE CASES, PRINTER SUPPLIES		456.27
CITY OF OMAHA	SEWER FEES-JUN 2019		465,754.41
CREATIVE RISK SOLUTIONS	TPA FUNDING-SEPT 2019		2,521.79
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-SEPT 2019		1,050.00
DAY ELECTRIC SERVICE, INC	REPLACE TRANSFORMER FOR LIFT STATION		6,902.00
ELLIOTT EQUIPMENT CO	REPAIR BROKEN GROUND WIRE		178.11
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-NOV 2019		8,589.12
GRAINGER	DISPOSABLE GLOVES, PORTABLE GENERATOR		2,577.54
HANEY SHOE STORE	SAFETY BOOTS-SELIG		169.99
HDR ENGINEERING, INC	SANITARY SEWER REPLACEMENT		9,823.54
HDR ENGINEERING, INC	QUAIL CREEK LIFT STATION		740.06
HOA SOLUTIONS, INC	EMERGENCY EQUIPMENT REPAIR		1,105.05
KERSTENS PRECAST CONCRETE,LLC	MANHOLE RISERS, COVERS		5,756.00
MENARDS	POWER WASHER, GLOVES, FUSES		439.29
METLIFE GROUP BENEFITS	LIFE INSURANCE-NOV 2019		75.20
METLIFE GROUP BENEFITS	LTD INSURANCE-NOV 2019		90.35
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-10-3		262.55
U.S. CELLULAR	MONTHLY SERVICE-2019-09-10		559.61
U.S. CELLULAR	MONTHLY SERVICE-2019-10-04		435.56
UNITED RENTALS (NORTH AMERICA), INC	RAILS AND CYLINDERS, PUMP		5,285.00
VOSS LIGHTING	JANITORIAL SUPPLIES		115.70
WESTLAKE ACE HARDWARE	TOOLS, SHOVELS, LEVEL, MALLOT, CHAIN SAW, TRIMMER, KEYS		865.07
	Trilleller, Re19	\$	513,752.21
COMMUNITY BETTERMENT			
NEBRASKA DEPARTMENT OF REVENUE	QUARTERLY LOTTERY TAX -JUL TO SEPT 2019		46,849.00
NEBRASINA DEI ARTIVIERT OF REVERSE		\$	46,849.00
COMMUNITY DEVELOPMENT			
BELLEVUE JR SPORTS ASSOCIATION	BISA PARTICIPATION 2018-2019		960.00
		\$	960.00
	TOTAL CLAIMS FOR NOVEMBER 5, 2019	\$	2,097,185.74
		Ś	964,762.83
	TOTAL PAYROLL FOR OCTOBER 18, 2019	<u>*</u>	,,

CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

	AGENDATIE	AI COVER SHEET		11/5/1
COUNCIL MEETING DATE:	October 15, 2019	AGENDA ITEM TYPE:		
n-		SPECIAL PRESENTATI	ON	
SUBMITTED BY:		ORDINAN	ICE _	PUBLIC HEARING REQUIRED
Tammi Palm, Land Us	e Planner	RESOLUTI	NC	PUBLIC HEARING REQUIRED
Tammir am, Land Os	e i iaililei	CURRENT BUSINI	SS	PUBLIC HEARING REQUIRED
		CONSE	NT	
		OTHER (SEE CLE	₹K)	
SUBJECT:				
	37, Orchard Valley. Appl	licant City of Balley		
request to Affilex Lot s	77, Ordinard Valley. Appl	ilcant City of Belle	vue.	
CVNIORCIC				
SYNOPSIS:	of the City of Pollowski	ongoing onnevel		
iriis amexadon is part	of the City of Bellevue's	ongoing annexati	ons.	
BACKGROUND				
Lot 37 is part of Orcha	rd Valley that was previo	ously annexed by	the C	ity of Bellevue. Lot 37
was inadvertently omit	ted in Ordinance No. 39	71 approved on O	ctobe	er 1, 2019 by City
Council. The Planning	Commission has recom	mended approval	of thi	s annexation.
				THE RESERVE TO SERVE
FISCAL IMPACT: \$ 0.00	BUDGETED FUI	NDS? N/A	GRAN	T/MATCHING FUNDS? N/A
		======================================		
TRACKING INFORMATION FOR CO	NTRACTS & PROJECTS			
IS THIS A CONTRACT? N/A	COUNTER-PARTY:		-	INTERLOC N/A
CONTRACT DESCRIPTION:	COUNTERFARIT		_	INTERLOC IV/A
CONTRACT EFFECTIVE DATE:	CONTRACT T	ERM.		NTDACT END DATE.
PROJECT NAME:	CONTRACT I	EN,VI.	CO	NTRACT END DATE:
START DATE:	END DATE:	PAYMENT DATE:		INCLIDANCE PROLUBED
CIP PROJECT NAME:	END DATE.	·		INSURANCE REQUIRED
MAPA NAME(S):		CIP PROJECT NUMBER:		
		MAPA NUMBER(S):		
STREET DISTRICT NAME(S):		STREET DISTRICT NUMBER(S	-	
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NU	MBER:	
RECOMMENDATION:				
To approve ordinance t	to annex to the City of B	ellevue. Sarpv Co	untv.	Nebraska, Lot 37.
Orchard Valley.	,	, стр	-	
ATTACHMENTS:				
1 Ordinance No. 3	976	4		
2		5		
3		6		
			_	
SIGNATURES:	A 0 16)./1:		
EGAL APPROVAL AS TO FORM:	O BALKE	allia		
INANCE APPROVAL AS TO FORM:	1 Math			

ADMINISTRATOR APPROVAL TO SUBMIT:

Ordinance no. 3976

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 37, Orchard Valley

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 December 6, 2019.

ADOPTED by the Mayor and City Council this_	day of	, 2019.
APPROVED AS TO FORM:		
City Attorney		
ATTEST		
City Clerk	Mayor	
First Reading:Second Reading:		
Third Reading:		

Lot 37, Orchard Valley Location Mayflower Rd Legend Schneskioth Rd Road Centerlines Rayan Ridge Dr Raven Ridge Dr Hummingbird Dr Sarpy County GIS This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or 138 277 554 1210 Golden Gate Dr. surveying purposes. Users of this information should review GIS County Suite 1130 Feet or consult the source records and information sources to 1: 3,321 Papillion, NE 68046 ascertain the usability of the information. maps.sarpy.com

CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

12b. 11/5/19

	AGENDA ITEN	I COVER SHEET		11/5
COUNCIL MEETING DATE:	October 15, 2019	AGENDA ITEM TYPE:		
		SPECIAL PRESENTATION		
SUBMITTED BY:		ORDINANCE	V	PUBLIC HEARING REQUIRED 🗸
Legal Department	RESOLUTION		PUBLIC HEARING REQUIRED	
Logar Department		CURRENT BUSINESS		PUBLIC HEARING REQUIRED
		CONSENT		——————————————————————————————————————
		OTHER (SEE CLERK)		
SUBJECT:				
Amend Section 2-28	of the Bellevue City Code	pertaining to execu	tive	sessions.
SYNOPSIS:				
An Ordinance to Ame sessions of the City C	nd section 2-28 of the Bel ouncil.	levue City Code pe	rtair	ning to executive
BACKGROUND				
City Code should be	licy resolutions that require updated to assign a consect on that was discussed in e	equence in the ever	ctio nt a	n 2-28 of the Bellevue person disseminates
				P
FISCAL IMPACT: \$ 0.00	BUDGETED FUN	<u>NDS?</u> N/A	GRAN	T/MATCHING FUNDS? N/A
TRACKING INFORMATION FOR C	ONTRACTS & PROJECTS			
S THIS A CONTRACT? N/A	COUNTER-PARTY:			INTERLOC N/A
CONTRACT DESCRIPTION:		1,000		
CONTRACT EFFECTIVE DATE:	CONTRACT TE	ERM:	COI	NTRACT END DATE:
PROJECT NAME:				
START DATE:	END DATE:	PAYMENT DATE:		INSURANCE REQUIRED
IP PROJECT NAME:		CIP PROJECT NUMBER:		
MAPA NAME(S):		MAPA NUMBER(S):		
STREET DISTRICT NAME(S):		STREET DISTRICT NUMBER(S):		
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMB	ER:	
ECONAMENIDATION.				
Approve Ordinance to sessions.	amend section 2-28 of th	e Bellevue City Cod	de p	pertaining to executive
- 15				
ATTACHMENTS:				
1 Red-lined Section	on 2-28	4		
² Clean-Section 2	-28	5		
3 Ordinance #		6		
GNATURES:	٨	0		
EGAL APPROVAL AS TO FORM:	D. Drie	Robbins		
NANCE APPROVAL AS TO FORM		7		
DMINISTRATOR APPROVAL TO S	SURMIT: MING			

ORDINANCE NO. 3977

AN ORDINANCE TO AMEND SECTION 2-28 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO EXECUTIVE SESSIONS OF THE CITY COUNCIL; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 2-28 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 2-28. – Public, except for executive sessions.

- (a) All regular and special meetings of the city council shall be public; provided, that the city council may hold executive sessions during a regular or special meeting from which the public may be excluded for the purpose of considering matters which are not of a nature of public dissemination, but no formal action may be taken at the executive session.
- (b) No member of the city council, employee of the city or any other person present during an executive session of the council shall disclose to any person the content or substance of any discussion which took place during such executive session unless the city council shall authorize the disclosure of such information by majority vote.
- (c) Any dissemination or disclosure of information that was discussed or disclosed during executive session may result in an allegation of misconduct towards any elected official or disciplinary action being initiated for any employee of the city. Any individual attending an executive session whom is neither an elected official or a city employee will be required to sign a confidentiality agreement in order to participate in said executive session.

Section 2. That Section 2-28 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

Section 3. This Ordinance shall take effect and be in full force November 30, 2019.

ADOPTED	by the Mayor and	City Council this	_ day of, 2	2019.
ATTEST:		Mayor	, Rusty Hike	
City Clerk		Mayor	, itusty iliko	
First Reading:	10/15/2019		APPROVED AS TO FO	PRM:
Second Reading: Third Reading:			City Attorney	

|--|

AN ORDINANCE TO AMEND SECTION 2-28 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO EXECUTIVE SESSIONS OF THE CITY COUNCIL; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 2-28 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 2-28. – Public, except for executive sessions.

- (a) All regular and special meetings of the city council shall be public; provided, that the city council may hold executive sessions during a regular or special meeting from which the public may be excluded for the purpose of considering matters which are not of a nature of public dissemination, but no formal action may be taken at the executive session.
- (b) No member of the city council, employee of the city or any other person present during an executive session of the council shall disclose to any person the content or substance of any discussion which took place during such executive session unless the city council shall authorize the disclosure of such information by majority vote.
- (c) Any dissemination or disclosure of information that was discussed or disclosed during executive session may result in an allegation of misconduct towards any elected official or disciplinary action being initiated for any employee of the city. Any individual attending an executive session whom is neither an elected official or a city employee will be required to sign a confidentiality agreement in order to participate in said executive session.

Section 2. That Section 2-28 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

Section 3. This Ordinance shall take effect and be in full force November 30, 2019.

ADOPTED by the Mayor and (City Council this day of, 2019.
ATTEST:	Mayor, Rusty Hike
City Clerk	
First Reading: Second Reading: Third Reading:	APPROVED AS TO FORM: City Attorney



CITY OF BELLEVUE

OFFICE OF THE CITY ADMINISTRATOR 1500 Wall Street

Bellevue, NE 68005

(402) 293-3023

October 30, 2019

Members of Media of Nebraska Steering Committee

Allen Beerman. Executive Director Nebraska Press Association

Dave Bundy, Executive Editor Lincon Journal Star

Paul Goodsell, Executive Editor Omaha World Herald

Jim Timm, President/Executive Editor Nebraska Broadcasters Association

VIA US Mail

Dear Committee Members:

The City of Bellevue is in receipt of your written correspondence dated October 21, 2019, and received by our offices on October 25, 2019. The hereinafter is our response.

Thank you for the time and talent you have shown to the City of Bellevue in drafting your correspondence in opposition to Policy Resolution 35 and Ordinance #3978. It is our hopes that after the committee members review our response, it will dispel any rumors, misunderstandings and show that both the ordinance and policy resolution allow the opportunity to show more transparency with this current administration than has ever been shown with past administration.

Nebraska Revised Statute § 16-217 specifically states that "A city of the first class by ordinance may provide for the removal of elective officials of the city for misconduct." It then explains that any vacancy in the office of the mayor or the city council shall be filled as provided in section 32-568. We also have statutes that explain how an official commits official misconduct, how an official is removed from office and how an official violates his/her oath of office.

Section 16-217 allows the citizens of Bellevue and City officials an avenue aside from recall to hold an elected official accountable for his/her actions that constitute misconduct. In other words, Section 16-217 affords the people, the voters, the taxpayers, as the constituents of this great City the opportunity for greater transparency of the government and to alleviate any concerns of distrust of the government. It holds a person accountable his/her actions/choice both positive or negative. Accountability as a virtue, is seen as a quality in which a person displays a willingness to accept responsibility, a desirable trait that we as citizens require in all elected officials, public officials and government agencies; hence, in this use, accountability is a positive feature. As a mechanism, accountability is when that desirable trait also creates an obligation of elected officials to explain his/her actions; hence in this use, most times it is seen as positive, but also creates a negative for those officials who do not want to be held accountable for what could be considered wrongful actions, i.e. misconduct and malfeasance.

The City of Bellevue is not the only City and has chosen the option to enact a City Code to show more transparency. Fremont has a city code that specifically states that any elected official of the city may be removed from office for misconduct of malfeasance. Their process outlines that written charges may be filed, a hearing before the council will be set, the charged member has the right to present their side of the story at the hearing and be questioned by the City Attorney. If after hearing the council by three-fourths vote finds that the officer is guilty of misconduct rendering him or her unfit to hold office, the council may declare such office vacant and the office would then be vacant. Grand Island has an identical ordinance. The differences between their ordinances and the ones proposed before this council are essentially that we have outlined what constitutes misconduct, have outlined a progressive sanction standard, and are requiring a unanimous vote for removal of office.

The City has and maintains decorum and misconduct rules as outlined in Policy Resolution 35, but there was no enforcement of the same should they be violated. Nebraska law specifically allows a city of the first class to implement an ordinance that calls for the removal of an elected official for misconduct, these ordinances comply with Nebraska Law. They are not designed to ousts individuals who are not liked or hinder a member's ability to vote and voice their opinion and concerns, that will remain encouraged. These are meant to set up a standard of decorum and hold individuals accountable for continually violating the same.

Further, closed sessions are allowed pursuant to Nebraska Revised Statute § 84-1410 and are often utilized by public bodies. Closed sessions can be utilized to protect the public interest or for the prevention of needless injury to the reputation of an individual. Closed sessions can be held for strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent. It can be utilized to discuss deployment of security personnel or devices, for evaluation of the job performance of a person and other items as outlined in the statute. There must be a vote to go into closed session. The discussions in closed session are restricted to the matters set forth in the motion for going into closed session.

The meeting will be reconvened in open session BEFORE any formal action may be taken. No votes or discussion on how individuals will vote can take place in closed session. If a matter is an action item (i.e. voting on the purchase agreement) the vote will occur during open session and members of the council are free to discuss the matter during the discussion period, there would be

no sanctions for them discussing items that become public by a vote on the item. There are already rules in place in Neb. Rev. Stat. 84-1410 that state that any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion, the challenge and disposition shall be recorded in the minutes. The ordinances currently proposed would not hinder a member's ability to do this as it is a right afforded pursuant to law. If there is fear of a crime or "whistleblowing" there are laws that would protect any member if that information were disclosed, the ordinances proposed currently before the council would not infringe on any rights afforded by law.

Closed sessions are a normal and necessary function of any public body and items that are not made public by a vote or action item should remain confidential, otherwise it impairs the functioning of the public body and the entire intent and purpose of a closed session. Our City Code 2-28 already outlined the procedure for executive sessions and already stated that no party to a closed session shall disclose to any person the content or substance of any discussion which took place during such executive session unless the city council shall authorize the disclosure of such information by a majority vote. This is in the code, the issue is, there was nothing in the code to account for a situation wherein this code was violated. The new 2-28 before the council outlines that any dissemination or disclosure could be considered misconduct and then handled according to 2-208. If there is a rule that specifies how things should operate, it means nothing if there is no enforcement ability.

In summary, we invite the entire committee to attend our upcoming City Council meeting scheduled for November 5th at 6:00 p.m. At this meeting, the public is encouraged to attend and voice any concerns, so that we may make clear the transparency that this affords the citizens of Bellevue of their current and future administration of elected officials.

Sincerely,

Jim Ristow, City Administrator

Memorandum

To: Council Members

Mayor Rusty Hike

Jim Ristow

From: City of Bellevue Legal Department

RE: Code of Conduct Ordinance/ Omaha World Herald 11-02-19 Article

Issue/Misconceptions:

1. "Only voters should have the power to remove someone from his or her elected office."

Facts:

1. The statement is an opinion and there is nothing to substantiate this opinion in case law or statutes that states that "only voters should have the power to remove someone from his or her elected office."

Neb. Rev. Stat. 16-217 specifically states that a "city of the first class by ordinance may provide for the removal of elective officers of the city for misconduct. The city may create any office that it deems necessary for the good government and interest of the city. The city may provide for filling vacancies which occur in any elective office, except the mayor or member of the city council, by appointment by the mayor with the consent of the city council to hold his or her office for the unexpired term. Whenever the city council fails to consent to any appointment made under this section by the mayor by the close of the second regular city council meeting following the announcement of the appointment, the vacancy shall be filled by a special election to be held as prescribed by ordinance in the ward in which such vacancy exists. A vacancy in the office of the mayor or on the city council shall be filled as provided in section 32-568."

Current Administration is simply exercising its rights afforded to a city of the first class pursuant to the statute that our Legislatures enacted in 1994 and did not modify in 2016 when reviewed.

Issue/Misconceptions:

2. "Punishing officials for sharing private city information could deter them from highlighting abuses of power."

Facts:

2. This is false statement and the logic is flawed. If the ordinance is enacted, it affords a councilperson an opportunity to bring abuses of power to forefront to include citizens in open forum. Closed sessions are a normal and necessary function of any public body and items that are

not made public by a vote or action item should remain confidential, otherwise it impairs the functioning of the public body and the entire intent and purpose of a closed session. Our City Code 2-28 already outlines the procedure for executive sessions and already stated that no party to a closed session shall disclose to any person the content or substance of any discussion which took place during such executive session unless the city council shall authorize the disclosure of such information by a majority vote. If there is fear of a crime or "whistleblowing" there are laws that would protect any member if that information were disclosed, the ordinances proposed currently before the council would not infringe on any rights afforded by law. The City has and maintains decorum and misconduct rules as outlined in Policy Resolution 35, but there was no enforcement of the same should they be violated. Nebraska law specifically allows a city of the first class to implement an ordinance that calls for the removal of an elected official for misconduct, these ordinances comply with Nebraska Law. They are not designed to ousts individuals who are not liked or hinder a member's ability to vote and voice their opinion and concerns, that will remain encouraged. These are meant to set up a standard of decorum and hold individuals accountable for continually violating the same.

Issue/Misconceptions:

3. "Current Administration shutting down the voice of citizens of Bellevue." "Current Administration came into office and immediately shut down the voice of the citizens of Bellevue with Ordinance 3928."

Facts:

3. The statement is an opinion and there is nothing to substantiate this opinion in case law or statutes. Section 16-217 allows the citizens of Bellevue and City officials an avenue aside from recall to hold an elected official accountable for his/her actions that constitute misconduct. In other words, Section 16-217 affords the people, the voters, the taxpayers, as the constituents of this great City the opportunity for greater transparency of the government and to alleviate any concerns of distrust of the government. It holds a person accountable his/her actions/choice both positive or negative. It creates the opposite... a larger voice for the citizens.

Statements made regarding Ordinance 3928 are simply not true. On February 11, 2019, citizens came forward in opposition and some spoke in favor as with city officials. On February 26, 2019, the following took place regarding Ordinance 3928 pursuant to our official Minute Record: Ordinance No. 3928: Amending Section 2-30 of the City Code pertaining to City Council Order of Business (Third Reading) Ordinance No. 3928, an ordinance to amend Sections 2-30 of the Bellevue Municipal Code pertaining to the City Council's order of business; to repeal such section as heretofore existing; and to provide for the effective date of this Ordinance, was read by title only for the third and final reading.

Motion was made by Welch, seconded by Shannon, that Ordinance No. 3928 be adopted.

Motion was made by Shannon, seconded by Welch, to amend Ordinance 3928, which includes striking Public Requests to be heard and adding Approved Citizen Communication to the Order of Business set in code.

Council discussion ensued. Councilman Burns left Council Chambers at 7:27 p.m. and returned at 7:29 p.m.

Roll call vote on the amendment 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.

Motion was made by Shannon, seconded by Welch, to approve Council Policy Resolution 39. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Issue/Misconceptions:

4. What is misconduct and malfeasance? How are they defined?

Facts:

4. Neb. Rev. Stat. 28-924 provides a definition of misconduct as "(1) A public servant commits official misconduct if he knowingly violates any statute or lawfully adopted rule or regulation relating to his official duties. (2) Official misconduct is a Class II misdemeanor."

Black's Law Dictionary defines misconduct as, "Any unlawful conduct on the part of a person concerned in the administration of justice which is prejudicial to the rights of parties or to the right determination of the cause; as "misconduct of jurors," "misconduct of an arbitrator." The term is also used to express a dereliction from duty, injurious to another, on the part of one employed in a professional capacity, as an attorney at law, (Stage v. Stevens, 1 Denio [N. Y.] 267,) or a public officer, (State v. Leach, 60 Me. 58, 11 Am. Rep. 172.)

Black's Law Dictionary defines malfeasance as, "the wrongful or unjust doing of some act which the doer has no right to perform, or which he has stipulated by contract not to do. It differs from "misfeasance" and "non-feasance," (which titles see.) See 1 Chit. Pr. 9; 1 Chit. PI. 134; Dudley v. Flemingsburg, 115 Ky. 5, 72 S. W. 327, 00 L. R. A. 575, 103 Am. St. Rep. 253; Coite v. Lynes, 33 Conn. 115; Bell v. Josse-lyn, 3 Gray (Mass.) 311, 63 Am. Dec. 741."

The terms misconduct and malfeasance cannot be considered vague as these terms are clearly defined and will be followed. Further, it is known that we follow Robert's Rule of Order for our council meeting sessions.

Honorable Bellevue Mayor Rusty Hike
Honorable Bellevue City Council Member Paul Cook
Honorable Bellevue City Council Member Don Priester
Honorable Bellevue City Council Member Pat Shannon
Honorable Bellevue City Council Member Bob Stinson
Honorable Bellevue City Council Member Kathy Welch
Bellevue City Administrator Jim Ristow

Media of Nebraska strongly opposes recently proposed amendments to Bellevue Ordinance #3978 and Policy Resolution 35.

Media of Nebraska is a non-profit 501(c)(6) corporation that was formed in 1977 by members of the Nebraska broadcast and print media to pursue freedom of information through open meetings and public records as mandated by Nebraska law. As journalists, we have a responsibility to the citizens of our state to serve as a watchdog on these matters.

It is our opinion that adding language that provides harsh penalties, including removal from office, for violating these arbitrary rules of conduct does not serve the interests of the citizens of Bellevue. These proposals would have a chilling effect on the release of information to which the citizens are entitled.

While the Nebraska Open Meetings Act provides very restrictive guidelines for the use of executive session – and criminal sanctions for violating the law – it has been our experience that executive sessions are sometimes used when they are not warranted. Not every contract, real estate purchase or personnel matter needs to be discussed in secrecy. The public interest is often better served with open discussion. Additionally, participants during an executive session may discuss matters outside the narrowly specified reasons for that session, and they should feel free to talk publicly about those matters.

We don't believe that members of the Bellevue City Council should be allowed to remove a lawfully elected official from office for speaking publicly on any matter. That is a decision for voters as provided in the recall statutes.

When attempts are made to silence open discussion, the public may well ask: "What are you hiding?" At a time when there is great public distrust of government, we would hope that the Bellevue City Council would work toward greater transparency – not less.

Respectfully,

Members of the Media of Nebraska Steering Committee:

Allen Beermann Executive Director, Nebraska Press Association

Dave Bundy Executive Editor, Lincoln Journal Star

Paul Goodsell
Executive Editor, Omaha World-Herald

Jim Timm
President/Executive Director, Nebraska Broadcasters Association

Cc: State Senator Carol Blood State Senator Sue Crawford

Media of Nebraska is a non-profit 501(c)(6) corporation that was formed in 1977 by members of the broadcast and print media to purely and jointly pursue freedom of information through open meetings and public records as mandated by the statutes of Nebraska law. Our work is focused on supporting our member journalists' task of serving as a watchdog for the citizens of Nebraska by monitoring and acting on legislative matters that may impact freedom of information through state, county and municipal government entities and political subdivisions. We are a nonpolitical organization and make no contributions to the campaigns of any person running for any elected office nor to any organized parties that may support candidates for elected office.

CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/05/2019 SUBMITTED BY: Legal						
AGENDA ITEM		CONSENT AGEND	PA		SPECIAL PRESENTATION	1 🔲
LIQUOR LICENSE [ORDINANCE	V		PUBLIC HEARING	E .
RESOLUTION]	CURRENT BUSINE	ESS		OTHER	
SUBJECT:						
Add section 2-208 to the (City Code po	ertaining to cor	nduct.			
SYNPOSIS/BACKGROUND:						
There are several codes that require to be updated. Pursuant to Section 16-217 & 35-568(3) of the Neb. Rev. Stats. allows for an ordinance for removal of elected officials for misconduct. It is the request that Article IV, Chapter 2, of the Bellevue City Code be amended by adding a new section 2-208 regarding removal of elected officials for misconduct.						
FISCAL IMPACT:: 0.00	BUI	OGETED FUNDS?	NO	GRA	NT/MATCHING FUNDS?:	NO
TRACKING INFORMATION FOR CO						
IS THIS A CONTRACT?: NO	-	COUNTER-PARTY	7		INTERLOCAL AGREEME	ENT: NO
CONTRACT DESCRIPTION:	,		4		-	
CONTRACT EFFECTIVE DATE:		CONTRACT TERM	i: [CONTRACT END DATE:	
PROJECT NAME:			-			
START DATE: EN	D DATE:	PAYMEN	NT DATE:		INSURANCE REQUIRED:	NO
CIP PROJECT NAME:		CIP PRO.	JECT NAME:			
STREET DISTRICT NAME (S):		STREET	DISTRICT NUM	BER (S)	11	
ACCOUNTING DISTRUBUTION C	ODE:	ACCOUN	NT NUMBER:			
RECOMMENDATION:	×		V=			
To approve an ordinance to amend Article IV, Chapter 2, of the Bellevue City Code by adding a new section 2-208 regarding removal of elected officials for misconduct.						
ATTACHMENTS:		ř – – – – – – – – – – – – – – – – – – –				
Red-lined-Ord 3978	2	Clean-Ord 39	978		Amended-Ord. 39	78
4. Clean-Amended-Ord. 39	978	5			6.	
SIGNATURES:						
LEGAL APPROVAL AS TO FORM:						
FINANCE APPROVAL AS TO FORM	-	X Im	my			
ADMINISTRATOR APPROVAL AS T	O FORM:	OBJUTY /	<u>ر ب</u>			

ORDINANCE NO.

AN ORDINANCE TO AMEND ARTICLE IV, CHAPTER 2. OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 2-208 REGARDING REMOVAL OF ELECTED OFFICIAL FOR MISCONDUCT AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 2-208 of Chapter 2, Article IV of the Bellevue Municipal Code is hereby added to read as follows:

Sec. 2-208. Removal of Elected Official for Misconduct.

Any elected official of the City may be removed from office for misconduct. Misconduct has been outlined in Policy Resolution 35, however said misconduct is not an exhaustive list of misconduct. Removal from office for misconduct may be initiated as follows:

- a. Upon the filing of written charges signed and verified by the person(s) making the claim(s) and provided to the City Clerk within sixty (60) days of the alleged incident. The City Clerk shall then provide a copy of the written charges to the City Administrator who shall have a Resolution created for the next regularly scheduled City Council meeting. The Resolution shall set a time and place for hearing on the written charges and shall attach the written charges to the Resolution. The Resolution shall set the time for hearing on the charges not less than five (5) days nor more than fourteen (14) days subsequent to the passage of such Resolution.
- b. At such hearing, the official whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel, and either in person or by counsel make a statement or argument to the council regarding the allegations made against him or her. These matters may be held in closed session upon the majority vote and approval of the remaining council members and mayor.
- c. The city attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented and to make any statement or argument to the council.
- d. If upon such hearing, the council shall by a three-fourths vote of all the council members (with the exception of the official who is charged with the misconduct), find or determine that the official in question is guilty of misconduct rendering him or her an unfit person to hold such office, then the city council may declare such office vacant and such office shall then be vacant forthwith. The City Council may impose sanctions as outlined in Policy Resolution 35 other than removal of office if they deem a lesser sanction is appropriate or warranted.
- e. If there is a vacancy on the city council or a vacancy of the Mayor, such vacancy shall be filled pursuant to Neb. Rev. Stat. § 35-568(3).

Section 3. This Ordinance s	shall take effect and be in full force October 30, 2019.
(State law reference: Neb. F	Rev. Stat. 16-217, 35-568(3))
ADOPTED by the Mayor a	nd City Council this day of, 2019.
1 TENT 0 T	
ATTEST:	Mayor, Rusty Hike
City Clerk	A DDD OVED A C TO FORM.
First Reading:	APPROVED AS TO FORM:
Second Reading:	City Attorney

REVISED 10.16.19

ORDINANCE NO. 3978

AN ORDINANCE TO AMEND ARTICLE IV, CHAPTER 2, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 2-208 REGARDING REMOVAL OF ELECTED OFFICIAL FOR MISCONDUCT AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

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Sec. 2-208. Removal of Elected Official for Misconduct.

Any elected official of the City may be removed from office for misconduct. Misconduct has been outlined in Policy Resolution 35, however said misconduct is not an exhaustive list of misconduct. Removal from office for misconduct may be initiated as follows:

- a. Upon the filing of written charges signed and verified (in front of a notary public) by the person(s) making the claim(s) and provided to the City Clerk within sixty (60) days of the alleged incident. If the written charge is filed by a citizen, the citizen must be a resident of Bellevue and must list their home address in the written charge. The City Clerk shall then provide a copy of the written charges to the City Administrator.
 - i. The City Administrator, after receiving the written charges from the City Clerk will review the written charge to ensure that 1) it was timely filed, 2) that the written charge was signed and verified, 3) that if it was filed by a citizen that their home address is listed in the written charge and that they are a resident of Bellevue, and 4) that the written charges specifically identify misconduct as outlined in Policy Resolution 35.
 - ii. If after review those requirements are not met, the matter will be administratively closed by the City Administrator and said closure will be documented and kept in the City Clerk's office and the individual filing the written charge will be notified by mail (if mailing address was listed) by the City Clerk.
 - iii. If after review, those requirements are met the City Administrator will review the file of the council member or Mayor who is charged with the misconduct to determine the history, consider progressive sanctions, and determine the severity of said written charge.
 - a.If after review the City Administrator determines that only a written reprimand would be appropriate, the City Administrator will meet with the charged council member or Mayor, explain the charges, hear the council member or Mayor's position, and decide whether a written reprimand

should be issued or whether no action should be taken. The decision of the City Administrator will be provided to the council member or Mayor and placed in the file of the charged member. All members of the City Council and the Mayor will be notified in writing if a written reprimand is placed in another member's file. The individual(s) filing the written charge will be notified in writing that the matter has been handled internally.

- b.If after review the City Administrator feels said written charge could warrant a public reprimand, removal from a committee, loss in seniority, or removal from office, the City Administrator shall have a Resolution created for the next regularly scheduled City Council meeting. The Resolution shall set a time and place for hearing on the written charges and shall attach the written charges to the Resolution. The Resolution shall set the time for hearing on the charges not less than five (5) days nor more than fourteen (14) days subsequent to the passage of such Resolution. The City Clerk shall notify the individual who filed the written charges of the time and place of said hearing by mailing notification to them at the address stated in their written charges, or if the charges were filed by a city official, employee, or city staff, notice may be sent via e-mail.
 - 1. At such hearing, the official whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel, and either in person or by counsel make a statement or argument to the council regarding the allegations made against him or her. The individual(s) submitting the written charge shall be present at the hearing in order for the hearing to proceed. These matters may be held in closed session upon the majority vote and approval of the remaining council members and mayor. All hearings will be recorded via audio recording.
 - 2. The city attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented and to make any statement or argument to the council.
 - 3. If upon such hearing, the council shall by a unanimous vote of all the council members (with the exception of the official who is charged with the misconduct), find or determine that the official in question is guilty of misconduct rendering him or her an unfit person to hold such office, then the city council may then determine the appropriate sanction to be applied, including declaring such office vacant. If the office is declared vacant, such office shall then be vacant forthwith. The City Council may impose sanctions as outlined in Policy Resolution 35 other than removal of office if they deem a lesser sanction is appropriate or warranted. The determination after hearing and any sanction applied shall be made during an open meeting and not in closed session.

	If there is a vacancy on the city council or a vacancy of the Mayor, such vacancy shall be filled pursuant to Neb. Rev. Stat. § 35-568(3).
;	Section 3. This Ordinance shall take effect and be in full force November 30, 2019.
((State law reference: Neb. Rev. Stat. 16-217, 35-568(3))
	ADOPTED by the Mayor and City Council this day of, 2019.
ATTES	T: Mayor, Rusty Hike
City Cle	erk APPROVED AS TO FORM:
First Re Second Third R	Reading: City Attorney

ORDINANCE NO. 3978

AN ORDINANCE TO AMEND ARTICLE IV, CHAPTER 2, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 2-208 REGARDING REMOVAL OF ELECTED OFFICIAL FOR MISCONDUCT AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 2-208 of Chapter 2, Article IV of the Bellevue Municipal Code is hereby added to read as follows:

Sec. 2-208. Removal of Elected Official for Misconduct.

Any elected official of the City may be removed from office for misconduct. Misconduct has been outlined in Policy Resolution 35, however said misconduct is not an exhaustive list of misconduct. Removal from office for misconduct may be initiated as follows:

- a. Upon the filing of written charges signed and verified (in front of a notary public) by the person(s) making the claim(s) and provided to the City Clerk within sixty (60) days of the alleged incident. If the written charge is filed by a citizen, the citizen must be a resident of Bellevue and must list their home address in the written charge. The City Clerk shall then provide a copy of the written charges to the City Administrator.
 - i. The City Administrator, after receiving the written charges from the City Clerk will review the written charge to ensure that 1) it was timely filed, 2) that the written charge was signed and verified, 3) that if it was filed by a citizen that their home address is listed in the written charge and that they are a resident of Bellevue, and 4) that the written charges specifically identify misconduct as outlined in Policy Resolution 35.
 - ii. If after review those requirements are not met, the matter will be administratively closed by the City Administrator and said closure will be documented and kept in the City Clerk's office and the individual filing the written charge will be notified by mail (if mailing address was listed) by the City Clerk.
 - iii. If after review, those requirements are met the City Administrator will review the file of the council member or Mayor who is charged with the misconduct to determine the history, consider progressive sanctions, and determine the severity of said written charge.
 - a.If after review the City Administrator determines that only a written reprimand would be appropriate, the City Administrator will meet with the charged council member or Mayor, explain the charges, hear the council member or Mayor's position, and decide whether a written reprimand should be issued or whether no action should be taken. The decision of the City Administrator will be provided to the council member or Mayor and

- placed in the file of the charged member. All members of the City Council and the Mayor will be notified in writing if a written reprimand is placed in another member's file. The individual(s) filing the written charge will be notified in writing that the matter has been handled internally.
- b.If after review the City Administrator feels said written charge could warrant a public reprimand, removal from a committee, loss in seniority, or removal from office, the City Administrator shall have a Resolution created for the next regularly scheduled City Council meeting. The Resolution shall set a time and place for hearing on the written charges and shall attach the written charges to the Resolution. The Resolution shall set the time for hearing on the charges not less than five (5) days nor more than fourteen (14) days subsequent to the passage of such Resolution. The City Clerk shall notify the individual who filed the written charges of the time and place of said hearing by mailing notification to them at the address stated in their written charges, or if the charges were filed by a city official, employee, or city staff, notice may be sent via e-mail.
 - 1. At such hearing, the official whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel, and either in person or by counsel make a statement or argument to the council regarding the allegations made against him or her. The individual(s) submitting the written charge shall be present at the hearing in order for the hearing to proceed. These matters may be held in closed session upon the majority vote and approval of the remaining council members and mayor. All hearings will be recorded via audio recording.
 - 2. The city attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented and to make any statement or argument to the council.
 - 3. If upon such hearing, the council shall by a unanimous vote of all the council members (with the exception of the official who is charged with the misconduct), find or determine that the official in question is guilty of misconduct rendering him or her an unfit person to hold such office, then the city council may then determine the appropriate sanction to be applied, including declaring such office vacant. If the office is declared vacant, such office shall then be vacant forthwith. The City Council may impose sanctions as outlined in Policy Resolution 35 other than removal of office if they deem a lesser sanction is appropriate or warranted. The determination after hearing and any sanction applied shall be made during an open meeting and not in closed session.
- b. If there is a vacancy on the city council or a vacancy of the Mayor, such vacancy shall be filled pursuant to Neb. Rev. Stat. § 35-568(3).

	hall take effect and be in full force November 30, 2019.
(State law reference: Neb. F	Rev. Stat. 16-217, 35-568(3))
ADOPTED by the Mayor a	nd City Council this day of, 2019.
ATTEST:	
	Mayor, Rusty Hike
City Clerk	_
	APPROVED AS TO FORM:
First Reading:	
Second Reading: Third Reading:	City Attorney

CITY OF BELLEVUE. NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11	/05/2019 SUBN	MITTED BY: Legal				
AGENDA ITEM:	*	CONSENT AGENDA		SPECIAL PRESENTATION	N	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING		
RESOLUTION		CURRENT BUSINESS		OTHER		
SUBJECT:						
Amend Policy Resolution	on 35 regardi	ing Principles of C	onduct & Dec	corum.		
SYNPOSIS/BACKGROUND:						
There are several policy include sanctions should			pdated. Policy	Resolution 35 should be	updates to	
FISCAL IMPACT: 0.00	В	UDGETED FUNDS?: N	0	GRANT/MATCHING FUNDS?:	NO	
TRACKING INFORMATION FOR		L				
IS THIS A CONTRACT?: NO		COUNTER-PARTY:		INTERLOCAL AGREEN	MENT: NO	
CONTRACT DESCRIPTION:						
CONTRACT EFFECTIVE DATE	i:	CONTRACT TERM:		CONTRACT END DATE:		
PROJECT NAME:						
START DATE:	END DATE:	PAYMENT	DATE:	INSURANCE REQUIRED): NO	
CIP PROJECT NAME:		CIP PROJEC	CT NAME:			
STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):						
ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:						
				1.09		
RECOMMENDATION:						
Approve Policy Resolut	ion 35.					
ATTACHMENTS:		1				
Red-lined-Policy Reso	olution 35	Clean-Policy R	esolution 35	3. Amended-Red-lined-	Policy Resolution 35	
4. Clean-Amended-Red-lined-Police	cy Resolution 35	5.		6.		
SIGNATURES:		NP MIN	alouse			
LEGAL APPROVAL AS TO FORM	[:	L. DOR	DIVID			
FINANCE APPROVAL AS TO FOR	RM:	John V		-		
ADMINISTRATOR APPROVAL AS TO FORM:						

POLICY RESOLUTION 35

PRINCIPLES OF CONDUCT AND DECORUM

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- (b) Any statements made during City Council meetings by the Mayor, members of the City Council, City officials and employees, or members of the general public shall not involve personal, impertinent, or slanderous attacks on individuals, regardless of whether the individual so

attacked is an elected official, a city official or employee, or a member of the general public. Any such violation may be considered misconduct and such person may be subject to removal from office.

- (c) During City Council meetings, the Mayor, members of the City Council, City officials and employees, or members of the general public shall not, by conversation or otherwise, delay, interrupt, or disrupt the proceedings of the City Council nor disturb any individual while speaking, or refuse to obey the orders of the presiding officer regarding the rules of conduct and decorum. Any such violation may be considered misconduct and such person may be subject to removal from office.
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- (b) Members of the public who do not follow proper decorum after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council chambers.
- (c) City Council members or the mayor who intentionally or repeatedly do not follow proper decorum may be reprimanded, formally censured by the Council and/or lose seniority or other committee assignments. Serious infractions of the code of conduct could lead to other sanctions as deemed appropriate by the City Council, including removal of the elected official for misconduct as outlined in Section 2-208 of the City Code.
- (d) It is the responsibility of the City Administrator to initiate action if an elected official's behavior may warrant sanction or if a complaint is brought against an elected official.
- (e) If a violation is outside the observed behaviors of the Mayor or City Council, the alleged violation should be reported to the City Administrator who will then investigate on the report and take the next appropriate action.
- (f) These actions can be, but are not limited to: discussing and counseling the individual on violations; recommending sanction to the full City Council to consider in a public meeting; filing of written charges pursuant to Sec. 2-208 of the Bellevue City Code, or

recommend any other sanction options for Council consideration as he/she deems fit.

Adopted: 4/28/03 Reviewed: 10/07

3/09

1/11 1/13

Revised: 09/19

POLICY RESOLUTION 35

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Adopted: 4/28/03 Reviewed: 10/07 3/09

1/11

1/13

Revised: 09/19

REVISED 10.16.19

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 - i. Written reprimand;
 - ii. Public reprimand;
 - iii. Removal from committee assignment(s);
 iv. Loss of seniority; or

 - v. Removal from office.

- (d) It is the responsibility of the City Administrator to initiate action if an elected official's behavior may warrant sanction or if a complaint is brought against an elected official. This process should be followed as outlined in City Code 2-208.
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- (f) The City of Bellevue is committed to following a model of progressive sanctions for allegations of misconduct. Misconduct violations may be addressed by:
 - i. Written reprimand This sanction would include a written letter in the council member or Mayor's file outlining the misconduct violation, date of occurrence, and that the council member or Mayor was counseled on said matter. A written reprimand may be administered by the City Administrator as outlined in City Code 2-208 or by the City Council after hearing. A copy of the written reprimand will be provided to the accused member and to all members of the council and the Mayor. A written reprimand should be used as a corrective step or warning to the member for specific misconduct allegations that are not severe in nature but that are violations of City Code or this policy.
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warrants a public admonishment due to the nature of the complaint.

- ili. Removal from committee assignment(s) and/or Loss of Seniority - This sanction would include a finding after a hearing as outlined in City Code 2-208 that the member's behavior warrants action greater than a written reprimand or public reprimand and that due to the member's behavior he or she should be removed from specific committee(s) or lose seniority within the council. The removal from a committee or loss of seniority may only be administered by the City Administrator, council, or Mayor after hearing as outlined in City Code 2-208 and a unanimous vote on the matter. The date, time and sanction outlined herein will be memorialized in writing and contained in the member's file with the City. Removal from a committee or committees and loss of seniority should be used if the misconduct would lose public trust or council trust for the member to remain on the committee or keep the seniority position, if the misconduct impacts the operations of the committee or the offense was committed during a committee meeting or directed toward another committee member.
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misconduct has already been addressed through progressive sanctions but continues to be repeated.

Adopted: 4/28/03 Reviewed: 10/07

3/09 1/11 1/13

Revised: 11/19

POLICY RESOLUTION 35

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Adopted: 4/28/03 Reviewed: 10/07

3/09 1/11 1/13

Revised: 11/19

CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/05/2019	SUBMITTED BY: Tammi Palm					
AGENDA ITEM:	CONSENT AGENDA		SPECIAL PRESENTATION			
LIQUOR LICENSE	ORDINANCE	\checkmark	PUBLIC HEARING			
RESOLUTION	CURRENT BUSINESS		OTHER			
SUBJECT:						
Request to rezone Lots 1 through 72, and Outlots A thro site plan approval; preliminary plat Lots 1 through 72, a of the Second Amendment to the Belle Lago Subdivision	IC Uliflots A through C. Relle Lago Replat 1 · f	inal plat Lote 1 through 72	and Outloss A through C Dalla I are	Daniek I and a		
SYNPOSIS/BACKGROUND:						
HRC Belle Lago, LLC is requesting approval of a change of zone from RG-50-PS and RG-28-PS to RG-8-PS with site plan approval, preliminary plat, final plat, and approval of the Second Amendment to the Belle Lago Subdivision Agreement for Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1. This property was previously approved for a 120-unit apartment complex. The applicant desires to build 72 townhome units. Each unit will be placed on its own lot and sold individually.						
FISCAL IMPACT: None	BUDGETED FUNDS?: NO	GRA	NT/MATCHING FUNDS?: NO			
TRACKING INFORMATION FOR CONTRACT	S AND PROJECTS:		100			
IS THIS A CONTRACT?: NO	COUNTER-PARTY:		INTERLOCAL AGREEMEN	T: NO		
CONTRACT DESCRIPTION:				NO		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:		CONTRACT END DATE:			
PROJECT NAME:						
START DATE: PAYMENT DATE: INSURANCE REQUIRED: YES						
CIP PROJECT NAME: CIP PROJECT NUMBER:						
STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):						
ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:						
RECOMMENDATION:						
The Planning Department recommended approval of this request. The Planning Commission also recommended approval of this request.						
TTACHMENTS:						
PC recommendation	2. Planning Departmen		Change of Zone Or	dinance		
IGNATURES:						
EGAL APPROVAL AS TO FORM:						
INANCE APPROVAL AS TO FORM:						
DMINISTRATOR APPROVAL AS TO FORM:						

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT:	HRC Belle Lago, LLC
LOCATION:	Southeast corner of 48th and Capehart Road

CITY COUNCIL HEARING DATE: November 5, 2019

REQUEST: to rezone Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, being a replat

of Lot 81, and Outlot F, Belle Lago, from RG-50-PS and RG-28-PS, to RG-8-PS for the purpose of multi-family residential development, with site plan approval; preliminary plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1; and final plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, for the purpose of multi-family

residential development.

On September 26, 2019, the City of Bellevue Planning Commission voted eight yes, zero no, zero abstained, and one absent to recommend:

APPROVAL of the application based upon conformance with the zoning ordinance, subdivision regulations, and lack of perceived negative impact to the surrounding area, contingent however upon the satisfaction of the technical deficiency referenced in item F on page 5 of the application summary.

VOTE:

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

Planning Commission Hearing (s) was held on: September 26, 2019

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #3

CASE NUMBERS: Z-1907-06

S-1907-05

S-1907-06

FOR HEARING OF:

REPORT #1: August 22, 2019 **REPORT #2:** September 26, 2019 **REPORT #3:** November 5, 2019

I. GENERAL INFORMATION

A. APPLICANT:

HRC Belle Lago, LLC 6900 Westown Parkway Des Moines, IA 50266

B. PROPERTY OWNER:

HRC Belle Lago, LLC 6900 Westown Parkway Des Moines, IA 50266

C. GENERAL LOCATION:

Southeast corner of 48th Street and Capehart Road

D. LEGAL DESCRIPTION:

Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, being a replat of Lot 81, and Outlot F, Belle Lago, located in the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, NE.

E. REQUESTED ACTIONS:

- 1. Rezone Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, from RG-50-PS and RG-28-PS to RG-8-PS for the purpose of multi-family residential development
- 2. Preliminary plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1.
- 3. Final plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1.

F. EXISTING ZONING AND LAND USE:

RG-50-PS and RG-28-PS, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change in zone, preliminary plat, and final plat approval to enable multi-family townhome residential development.

H. SIZE OF SITE:

The site is approximately 8.7 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. North: Capehart Road and Schilling Drive rights-of-way

2. East: Single Family Residential, RG-50-PS

3. South: Single Family Residential, RS-50-PS

4. West: 48th Street right-of-way

C. REVELANT CASE HISTORY:

- 1. On March 23, 2017, the Planning Commission recommended approval of a request to rezone Lots 1 through 75, and Outlots A through F, Belle Lago, being a platting of Tax Lot 15, except the irregular 400; located in the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-50; and preliminary plat Lots 1 through 75, and Outlots A through F, Belle Lago. On April 24, 2017 the City Council approved the aforementioned request.
- 2. On August 24, 2017, the Planning Commission recommended approval of a request to rezone Lots 1 through 107, and Outlots A through H, Belle Lago, being a platting of Tax Lot 14 and Tax Lot 15, located in part of the North ½ of the Northwest ¼, Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RE, RG-50-PS, and RG-28-PS; site plan approval for the purpose of single family residential and multi-family residential development; and preliminary plat Lots 1 through 107, and Outlots A through H, Belle Lago. On October 9, 2017, the City Council approved the aforementioned request.
- 3. On October 19, 2017, the Planning Commission recommended approval of a request to final plat Lots 1 through 81, and Outlots A through H, Belle Lago, being a

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

- 4. On December 20, 2018, the Planning Commission recommended approval of a request to rezone Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest ¼ of the Northwest ¼, all located in Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-50-PS to RG-50-PS for residential development; and preliminary plat Lots 1 through 121, and Outlots A through G, Belle Lago South.
- 5. On August 22, 2019, the Planning Commission continued a request to rezone Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, being a replat of Lot 81, and Outlot F, Belle Lago, from RG-50-PS and RG-28-PS, to RG-8-PS for the purpose of multi-family residential development, with site plan approval; preliminary plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1; and final plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, to the September 26, 2019 Planning Commission meeting.
- 6. On September 26, 2019, the Planning Commission recommended approval of a request to rezone Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, being a replat of Lot 81, and Outlot F, Belle Lago, from RG-50-PS and RG-28-PS, to RG-8-PS for the purpose of multi-family residential development, with site plan approval; preliminary plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1; and final plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1.

D. APPLICABLE REGULATIONS:

- 1. Section 5.15, Zoning Ordinance, regarding RG-8 uses and requirements.
- 2. Section 5.17, Zoning Ordinance, regarding -PS uses and requirements.
- 3. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
- 4. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
- 5. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. <u>ANALYSIS</u>

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

- 1. MAPA does not show interchange volume for this area.
- 2. Access will be from newly created private streets off of Lawnwood Drive. There will be no direct access to 48th Street from this development.

D. UTILITES:

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

E. ANALYSIS:

- 1. Dave Vogtman, on behalf of HRC Belle Lago, LLC has submitted a request to preliminary plat and final plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1.
- 2. In conjunction with the platting, the applicant is also requesting a change of zone with site plan approval for Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, from RG-50-PS and RG-28-PS to RG-8-PS, for the purpose of multifamily townhome residential development.

The setbacks in the RG-8-PS zone would be as follows:

Front Yard	15 feet
Rear Yard	10 feet
Side Yard	3 feet
Street Side Yard	5 feet

This is a reduction from the typical RG-8 front yard zoning setback; the standard RG-8 lot has a 25 foot front yard setback.

- 3. The applicant is proposing four-plex townhome units, with each unit on its own lot. Proposed elevations have been provided by the applicant and are attached to this report.
- 4. This property was previously approved for a 120 unit apartment complex with RG-28-PS zoning. The current application is a reduction in density from the previously approved site plan.
- 5. The private streets and common areas will be maintained by a Home Owner's Association and will not be the responsibility of the city. There is a note on the site

plan stating such. This will also be laid out in an amendment to the Subdivision Agreement, which has been reviewed by the City Attorney and is attached to this report.

6. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

The Public Works Department requested technical revisions to the preliminary plat, paving exhibit and profiles, grading exhibit, storm sewer, and sanitary sewer. The applicant's engineer has since satisfied these comments.

No other comments were received on this case.

- 7. The access for this development will be from two newly created private street connections off of Lawnwood Drive. This development will have no direct access to South 48th Street or Capehart Road.
- 8. A landscape plan has been submitted and is in conformance with the Zoning Ordinance regulations.
- 9. Staff believes this development is compatible with the surrounding neighborhood.

F. TECHNICAL DEFICIENCIES:

None

IV. <u>DEPARTMENT RECOMMENDATION</u>

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

V. <u>PLANNING COMMISSION RECOMMENDATION</u>

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and lack of perceived negative impact to the surrounding area; subject to satisfaction of the technical deficiency.

VI. **ATTACHMENTS TO REPORT**

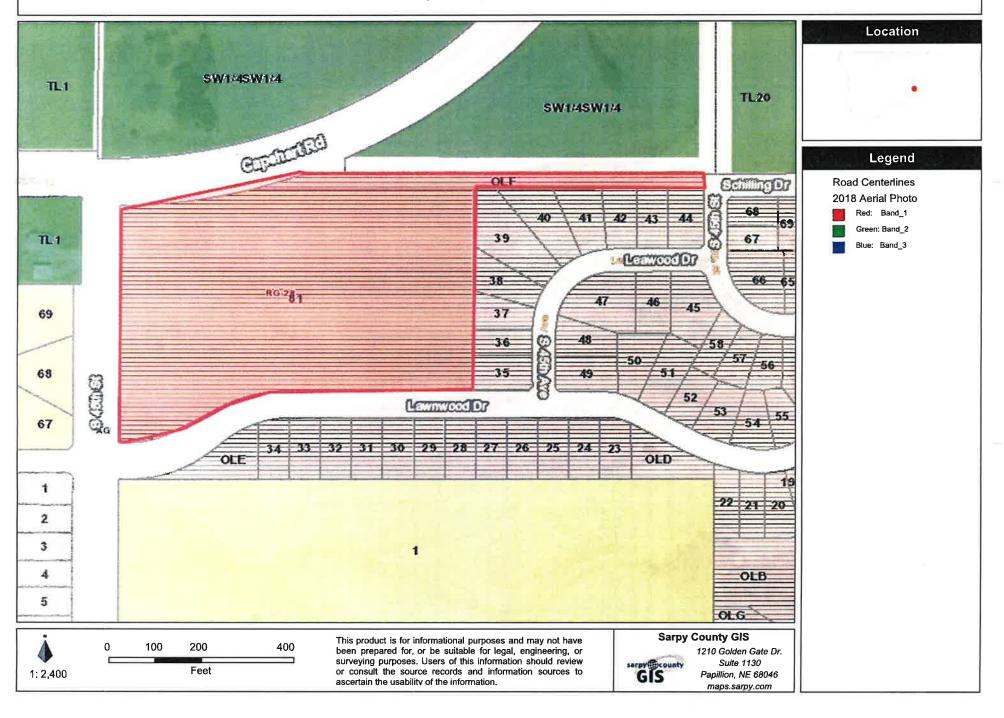
- 1. Zoning Map
- 2. 2018 GIS aerial photo of the property
- 3. Preliminary plat received October 7, 2019
- 4. Final plat received October 7, 2019
- 5. Site plan received October 7, 2019
- 6. Landscape plan received October 7, 2019
- 7. Elevations received July 22, 2019
- 8. Amendment to the Subdivision Agreement received October 8, 2019

VII. **COPIES OF REPORT TO:**

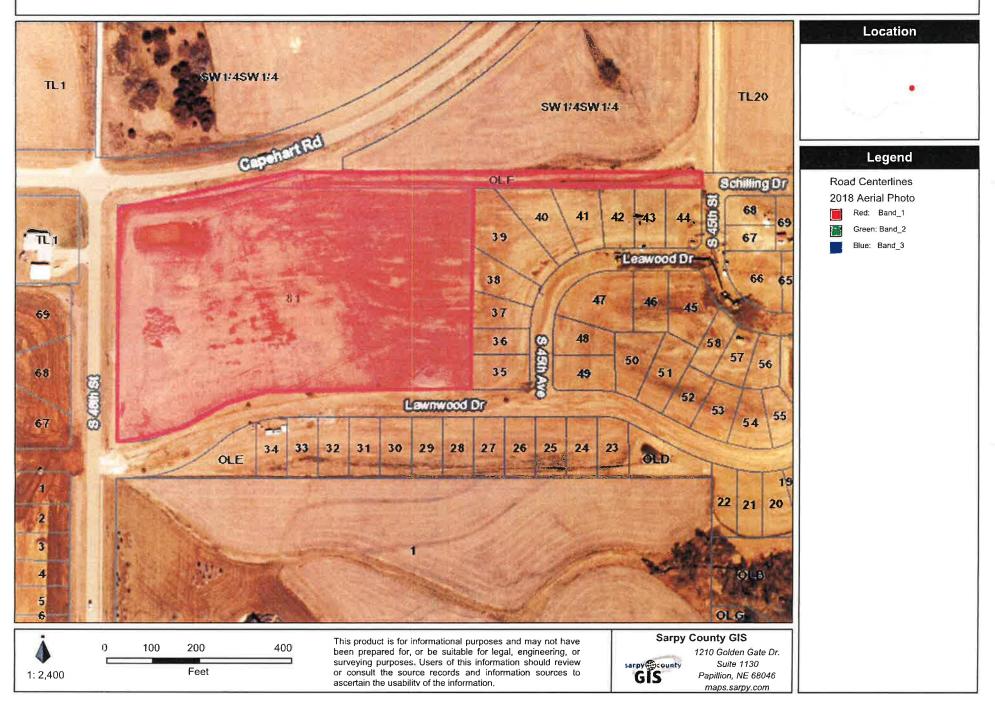
- 1. HRC Belle Lago, LLC (Dave Vogtman)
- 2. E & A Consulting Group, Inc. (Mark Westergard)
- 3. Fullenkamp, Doyle, and Jobeun (Larry Jobeun)
- 4. Public Upon Request

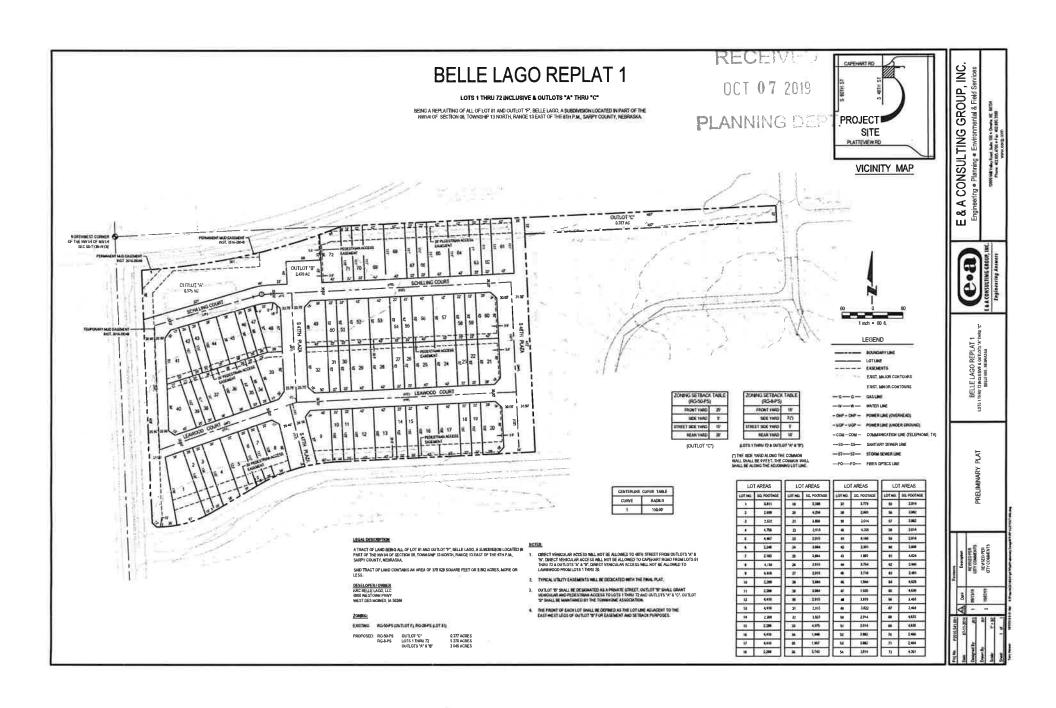
Prepared by: Date of Report

Belle Lago Replat 1 Zoning Map



Belle Lago Replat 1





REC (ED **BELLE LAGO REPLAT 1** LOTS 1 THRU 72 INCLUSIVE & OUTLOTS "A" THRU "C" OCT 07 2019 BEING A REPLATTING OF ALL OF LOT 81 AND OUTLOT "F", BELLE LAGO, A SUBDIVISION LOCATED IN PART OF THE NW144 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE STH P.M., SARPY COUNTY, NEBRASKA. PLANNING DEPT. PART OF THE NEVA OF THE NEVA SEC OF-TUNH-MINE CUTLOT 'C' 42 R+1201.507 L+408.57 (AGSGPS) SCHLINGCOURT -0-1 MEAN 1AND DE SECREMBED AT THE SOUTHERASTERS Y CONNER OF SHAD LOT MI, MILLE LACOD, SAID FORMT ALSO BOING THE LEGEND (RG-8-PS) ROUT SHID IS ---- BOURDWILES 52.00 NOC YAND 3(1) STREET DEE YAND 9' LOTLINE BEAK YARD IS EXIST. SECTION CORNE MANN LEAWOOD COURT BOTS 1 THRU 224 OUTLOT W/A W/2 - DOOR SECTIONARY O THE SEE THEO IS ONO THE COMMON WALL SHALL BE IN CINC THE ADJANCE HAS SHALL BE IN CINC THE ADJANCED LOTLING - - Dat monthly are 31 DAD TRACT OF LAND CONTAINS MEANER OF STREET SOURCE FEET ON EAST ACRES, MONE OF LESS

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DATE
ASSETANT VICE PRESIDENT AND ADMITANT SECRETARY

COUNTY THE AGUICUTE CONTRACATE

COUNTY THEATUMEN

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APPROVAL OF BELLEVIE CITY PLANNING COMMERCION

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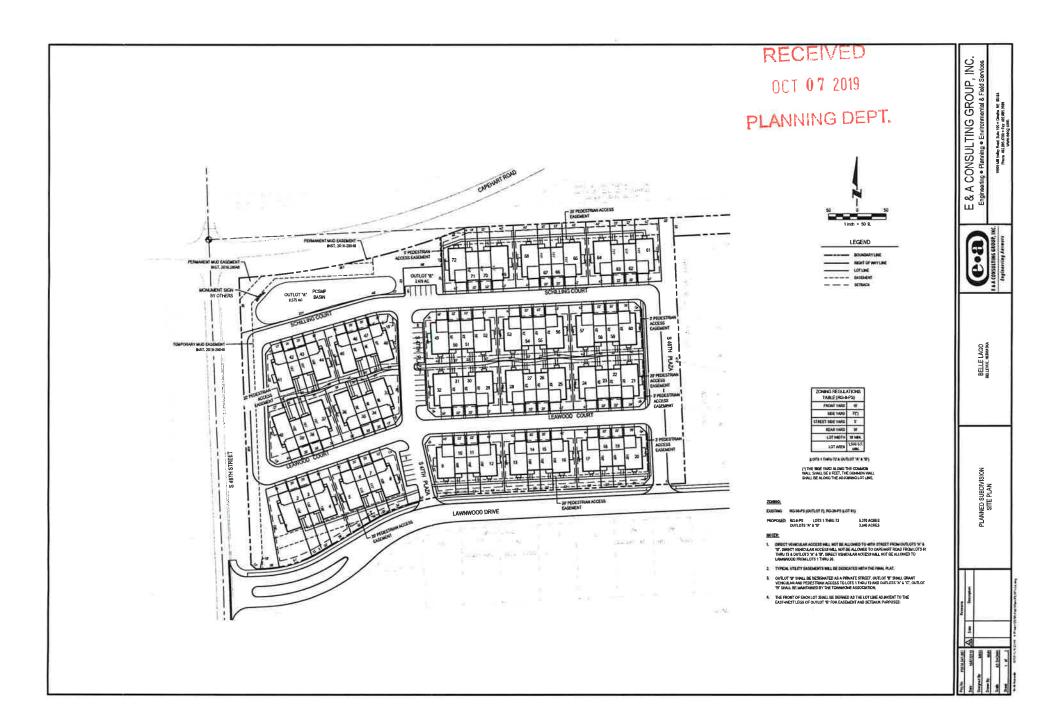
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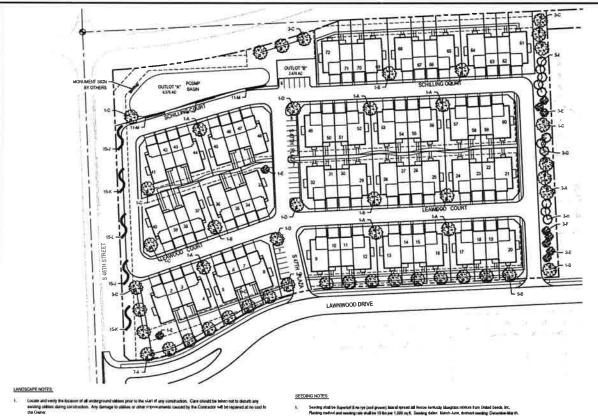
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O REPLAT 1
E & OUTLOTS 1



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OCT 07 2019





PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	16	Gleditaia triacanthos 'Skyline'	Skyline Honeylocust	2"	BAB
В	15	Acer freemanii 'Jeffersred'	Autumn Blaze Maole	2"	848
C	13	Querous rubrum	Red Oak	2	848
0	4	Celtis occidetalis	Hackberry	2"	848
E	7	Malus 'Spring Snow'	Spring Snow Crabapple	2"	848
F	3	Makus x 'Prairifire'	Prairifire Crabapple	2*	848
G	3	Pinus flexilis Vanderwolf Pyramid	Vanderwolf Pine	7-8	888
H	3	Pices pungens 'Glauca'	Colorado Blue Spruce	7-8	848
1	5	Picea abies	Norway Spruce	7-8	848
1	30	Juniperus cheninsis 'Sea Green'	Sea Green Juniper	3 Gal.	Cont
K	30	Viburnum lantana 'Mohican'	Mohican Viburnum	3 Gal.	Cont
L	15	Euonymus alatus compectus	Dwarf Burning Bush	3 Gal	Cont
M	33	Aronia metanocarpa	Black Chokeberry	3 Gal.	Cont

CONSULTING GROUP, ring • Planning • Environmental & Field So 8 A ш

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LANDSCAPE PLAN

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- 8. All trees are to be stated for a period of not less than one year from lime of planting.
- 9. Company to coordinate work with other emember connectors

ARRIGATION NOTES

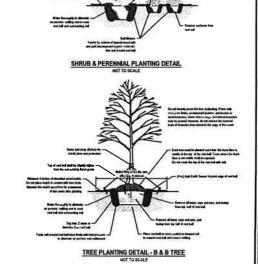
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- system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
- are actor to furnish as built drawing of the system and calabook runs of the installed equipment prior to linal payment.
- impoint contracts to provide seems and emprove an empoint plan step thereing and equipment catalog cuts for approval prior to minification
- Contractor to coordinate work with other amendes contractors

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- 10. All and must be kelly extended that movement, and growing at the time of impaction and acceptance



	Revision Schedule	
Revision Date	Revision Description	Havision Number



UNIT A 1323 SE WILLIAMS CT 1.41

UNIT B 1327 SE WILLIAMS CT 1.42

UNIT C 1333 SE WILLIAMS CT 1.43

UNIT D 1337 SE WILLIAMS CT 1.44

Bradford-Radcliffe (1242/1982) (1490) (1490) (1242/1982) - 3BR 2C FD

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THE PERSON NAMED IN

# SECOND AMENDMENT TO SUBDIVISION AGREEMENT OF BELLE LAGO

day of an lowa limited lia Sarpy County, Ne	ability company ("Developer"), Sanitary and Improvement District No. 325 of ebraska, a Nebraska political subdivision ("District"), and The City of Bellevue, a ation of the first class ("City").
	WITNESSETH:
the Belle Lago su	AS, the Parties hereto entered into a Subdivision Agreement ("Agreement") for ubdivision on the day of, 2019, and also entered into a First see Subdivision Agreement on the day of, 2019.
to be known as L within the boundar	AS, the District and Developer desire to replat Lot 81 and Outlot "F", Belle Lago, ots 1-72 and Outlots "A"- "C", Belle Lago Replat 1. The area to be replatted is aries of SID 325. Developer shall construct, install and locate certain private thin the development area; and
WHEREA City's zoning and desired improven	AS, the development area is outside the incorporated limits of City but within the I platting jurisdiction thereby necessitating City's review and approval of the nents.
NOW, TH HERETO AGREE	EREFORE, IN CONSIDERATION OF THE PREMISES, THE PARTIES E AS FOLLOWS:
1.	The Agreement shall be amended by adding to the following exhibits, to-wit:
Ex Ex Ex	chibit "A-1", Final Plat, Belle Lago Replat One chibit "B" Paving Exhibit chibit "B-1", Storm Sewer Exhibit chibit "B-3", Water Exhibit chibit "C", Sanitary Sewer Exhibit
2. Be	Park Development Fund fees have already been paid for Lot 81 and Outlot "F" elle Lago and no additional park fees are due for Replat 1.
3. ad	As all internal improvements to Lots 1-71 and Outlots "A"-"C" are private no Iditional City plan review fees are due for Belle Lago Replat 1.

4. All improvements located within Belle Lago Replat 1 shall be paid for privately.

5. Developer shall provide to the City Engineer along with the final plat GIS

deliverables for the area to be developed conforming to the requirements of the Sarpy County GIS Department. All pertinent GIS information for storm and

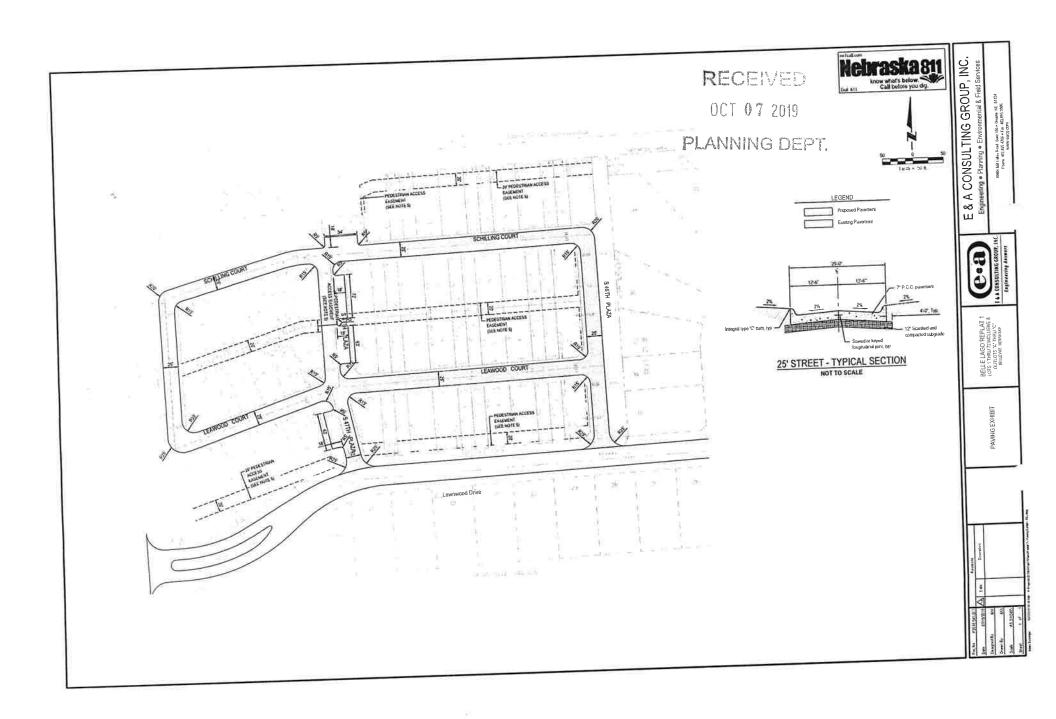
sanitary sewer infrastructure shall be provided including, but not limited to: manhole type, diameter, rim and invert elevations, inlet type, size, rim/intake and invert elevations, pipe type, size, invert elevations, slope, and stubout locations, etc. Once the construction of the infrastructure is complete, as-built information shall be provided including mylars, CAD drawings, Adobe PDF files, and updated GIS information.

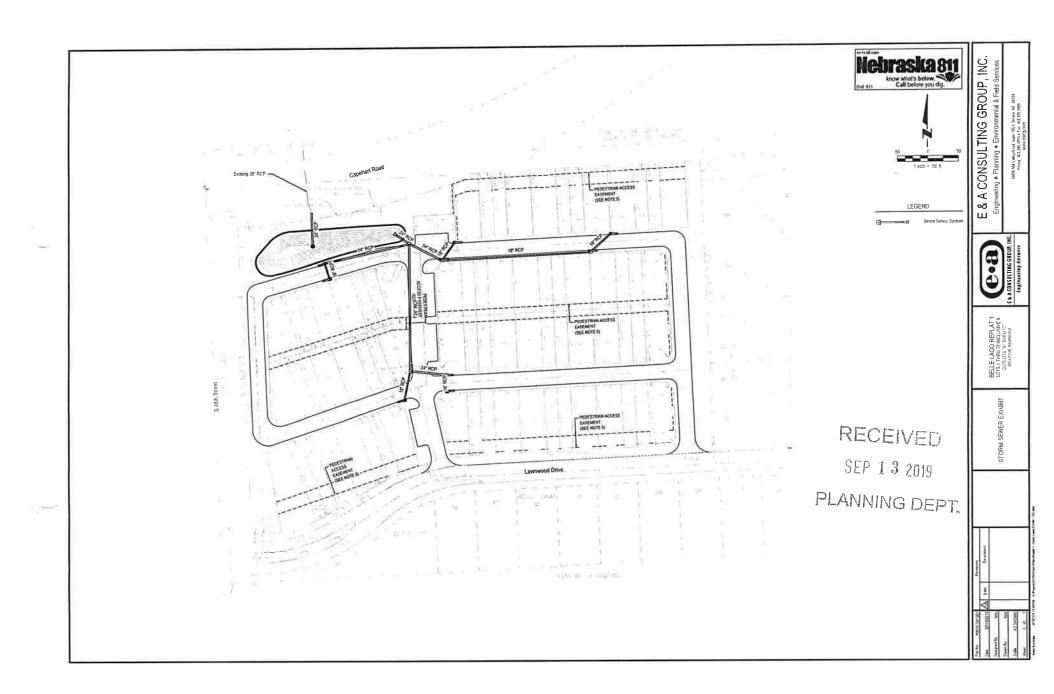
All other terms and conditions of the Agreement shall remain in full force and effect.

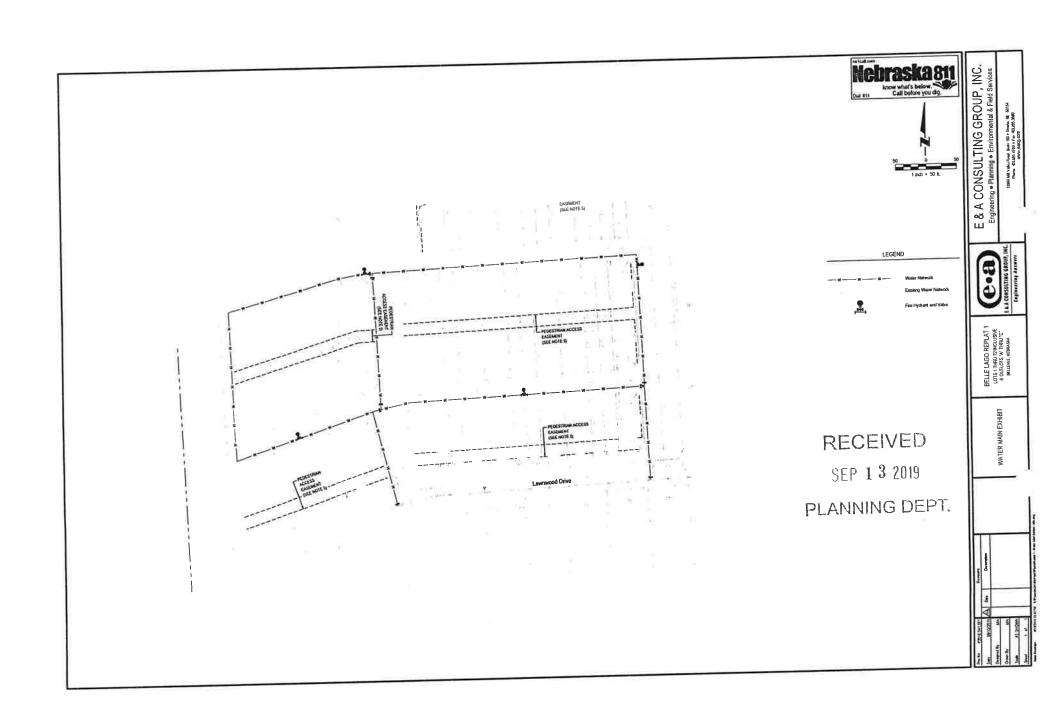
## CITY OF BELLEVUE

Date:	By:
	By: Mayor
ATTEST:	APPROVED AS TO FORM:
City Clerk	By: Attorney for City of Bellevue
	SANITARY AND IMPROVEMENT DISTRICT NO. 325 OF SARPY COUNTY, NEBRASKA
Date:	By:Chairman
ATTEST:	APPROVED AS TO FORM:
Clerk	By: Attorney for SID #325
	HRC BELLE LAGO, LLC By: HRC DEVELOPMENT, LLC, Its sole Member
Date:	By:
	APPROVED AS TO FORM
	Ву:
	Attorney for Developer

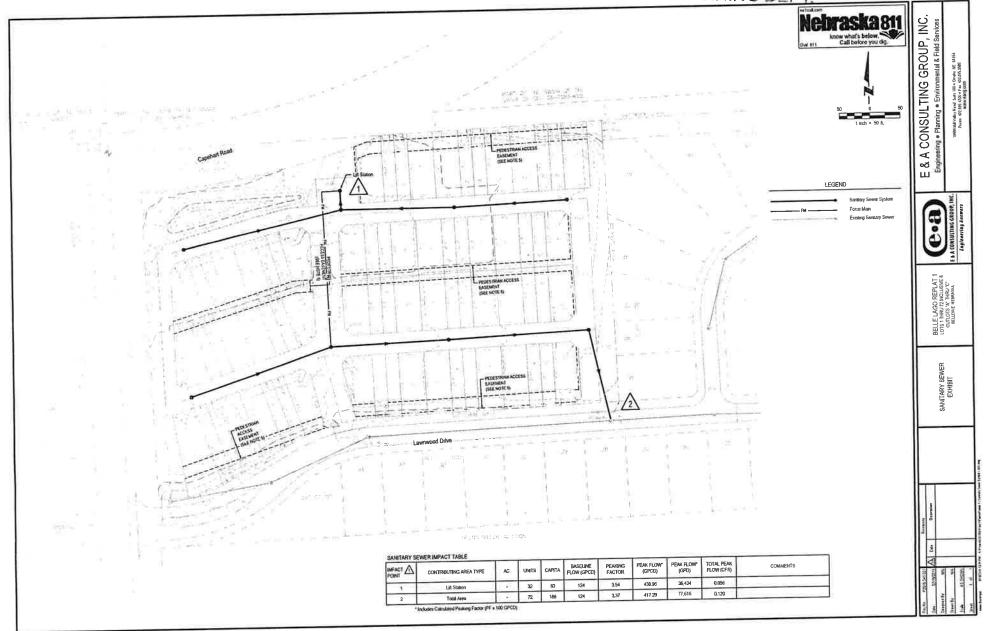
#### CONSULTING GROUP, INC. REC **BELLE LAGO REPLAT 1** 001 07 2019 LOTS 1 THRU 72 INCLUSIVE & OUTLOTS "A" THRU "C" BEING A RIGHLATTING OF ALL OF LOT \$1 AND OUTLOT "P, BELLE LADO, A SUBCINSION LOCATED REPART OF THE RIVING OF SECTION OF TOWNSHIP 13 NORTH, RANGE 15 EAST OF THE STH P.M. SARPY COURTY, MESIASAIA. PLANKE G DEPT. ⋖ ₩ 8 PART OF THE NEWA OF THE NEWA OUTLOT 'C' ш 41 e•a ZONONIG DETRACK TABLE (RG-50-PS) MONT WARD IN HARRIET CRETET THAT I HAND I HELD A GROUND START OF THE STARTARD RECIPION AND THAT PRANADED TOWNSHIPS THAT STARTARD ON THE BEST AND THE STARTARD AND THE REST AND THE STARTARD SEC UNIO T TIMEET NEE WAS IT DALIVIED 1 NEAR WAR IN LEGEND (29469) HOM THOM NOT UNE TO STREET SEE WAS \$ EUIT, SECTION CORNER REAR WAS NO DOST. SECTION LINES MAIN LEASING COURT LOTE 1 THRIU 72 & CUILOT "A" & "B") ___ CUST, PROPERTY LINES SAID TRACT OF LAND CONTAINS AN AREA OF TYPICS SCHARE PRET OR ILANZ ACRES, MONE OR LESS THE PLAT OF MELE LICEO REPLAT 1 BUTS MEASURED AS SHOWING MAY APPROVED BY THE CITY COUNCIL OF SELECACION TO REAL AND ADVICE AS APPROVED TO THE CITY AND ADMIT AND ADMIT AS A SHOWING A PLAT SHOUL RECORDER MELE AND YOUR MEET AND ADMIT FROM THE DEST OF CITY COUNCIL AND ADMIT ADMIT AND ADMIT ADMIT AND ADMIT ADMIT AND ADMIT AND ADMIT A CHATTERING CHINE THE E LOT AREAS LOT AREAS CURNE MICHAEL LENGTH TANCENT DELTA ACTIONS OF RELEVAN CITY PLANNING COMMERCIA N THE LET HO. BL POGRACE I HAM MAC HAY SPAIN THE PLAT OF BELLE LIGOURNAL SECTION 18 2514 4.00 11 tim RECORDED YORK THE UNDOCUMENT. A NOT THE SECONDLY CAME THE OFFICE A NOT THE PRODUCT OF THE SECOND THE SECONDLY CAME THE SECOND THE SE 2 2.005 м 1200 39 4,284 ST TWE in ten n fin 188 * 439 58 2,954 4 tm 30 2814 11 100 STATE WAS COME THE WORLD G 181 * 110 36 1386 THE PLAT OF MILLE LAGO REPLAT 1 WAS REVENUED BY THE THE SARRY COURTY SURVEYOR'S OFFICE WITHERS MY HAND AND MOTAMAL SEAL THE DAY AND YEAR LAST AND VE WRITTEN. 9 LEE M 4.04 25 2,000 2,142 es 1,54 g 145 H 258 AL ANGLES AND WY MALESS CONCERNIOR NOTES. m 179 10 2.007 JF 2316 - Lpm M 463 30 1300 H 1396 m ten e ten 38 3,004 25 1.291 COUNTY THE SOURCES CENTRICATE m 2.40 a 199 THE IS TO CERTIFY THAT I FIND NO RECILLAR OR SPECIAL TALES DUE ON DELEMBER AGAINST THE PROPERTY DESCRIPTION THE BURNET OUT CERTIFICATE AND DARRACED IN THIS PLAT AT SHOWN BY 30 14th D 440 • vm 34 1518 ... 644 2014 B 400 1 1423 14 14 2.39 23 ASM 96 2354 96 1,586 92 1,682 36 1,662 16 2,682 36 2,662 16 2,682 36 2,143 36 2,994 . . (6 2.FB) 201 THE FRONT OF EACHLOT SHALL BE SETHED AS THE LOTLINE ASJACENT TO THE EAST-MEST LETTE OF GATLOT "OF FOR EASTMENT AND SCIENCE PROPURES. COUNTY TREASURER 16 444 FF 2464 17 4418







PLANNING DEPT.



# Ordinance no. 3979

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 THE SOUTHEAST CORNER OF 48th STREET AND CAPEHART ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, having received a recommendation from the city of Bellevue Planning Commission and proper notice having been given and public hearing held as provided by law:

**B**E IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA:

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, being a replat of Lot 81, and Outlot F, Belle Lago, and a platting of the Northwest ¼, all located in Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From RG-50-PS (General Residential, 5,000 Square Foot Zone, - Planned Subdivision) and RG-28-PS (General Residence, 2,800 Square Foot Zone, - Planned Subdivision) to RG-8-PS (General Residence, 800 Square Foot Zone, - Planned Subdivision)

(HRC Belle Lago, LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Belle Lago Replat 1 is filed with the Sarpy County Register of Deeds in accordance with Sections 4-10 and 4-11 of the City of Bellevue Subdivision Regulations.

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

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

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DOPTED by the Mayor and City Council this	day of	, 2019.
APPROVED AS TO FORM:		
City Attorney		
ATTEST		
City Clerk	Mayor	
First Reading:10/15/2019 Second Reading: Third Reading:		

# Ordinance no. 3980

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 FORT CROOK ROAD AND CHILDS ROAD WEST MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, having received a recommendation from the city of Bellevue Planning Commission and proper notice having been given and public hearing held as provided by law:

Be it ordained by the mayor and city council of the city of bellevue, nebraska:

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Request to rezone Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton and Lots 7 and 8 South Woods, located in the Southwest  $\frac{1}{4}$  of Section 14, and the Southeast  $\frac{1}{4}$  of Section 15, all located in T14N, R13E of the  $6^{th}$  P.M., Sarpy County, Nebraska

From MH (Heavy Manufacturing Zone), BGH (Heavy General Business Zone) and RG-8 (General Residence, 800 Square Foot Zone) to RG-8 (General Residence, 800 Square Foot Zone)

(Kenneth Hahn Architects)

Section 2. This ordinance shall not take effect until such time as the final plat of South Woods Replat 3 is filed with the Sarpy County Register of Deeds in accordance with Sections 4-10 and 4-11 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this	day of	, 2019.
APPROVED AS TO FORM:		
City Attorney		
ATTEST		
City Clerk	Mayor	
First Reading: 10/15/2019 Second Reading: Third Reading:		

# CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE	: 11/05/2019 SUBM	ITTED BY: Tammi Palm, P	lanning Department		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE	<b>✓</b>	PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS		OTHER	
SUBJECT:					
Request to rezone Lot 1, South W Replat 3; and small subdivision p	Voods Replat 3, from MI plat Lot 1, South Woods	H, BGH, and RG-8 to RG-8 for t Replat 3. Applicant: Kenneth F	the purpose of an element Hahn Architects. General	tary school; conditional use permit for Location: Fort Crook Road and Ch	or Lot 1, South Wood: ilds Road West.
SYNPOSIS/BACKGROUND:					
Along with the chang	Replat 3, from Ne of zone reque	AH, BGH, and RG-8 st, the applicant is al	to RG-8 for the so requesting a c	ng approval of a change purpose of a new elem conditional use permit a ction of the elementary	entary school. and small
FISCAL IMPACT: None		JDGETED FUNDS?: NO	GR	RANT/MATCHING FUNDS?: NO	
TRACKING INFORMATION F	OR CONTRACTS AN	D PROJECTS:			
IS THIS A CONTRACT?: N	(O	COUNTER-PARTY:		INTERLOCAL AGREEMEN	T: NO
CONTRACT DESCRIPTION;					
CONTRACT EFFECTIVE DA	TE:	CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	<u>L</u>				
START DATE:	END DATE:	PAYMENT DAT	E:	INSURANCE REQUIRED:	YES
CIP PROJECT NAME:	<u> </u>	CIP PROJECT N	UMBER:	<u>'</u>	
STREET DISTRICT NAME (S	5):	STREET DISTRI	CT NUMBER (S):		
ACCOUNTING DISTRUBUT	ION CODE:	ACCOUNT NUM	BER:		
	<u> </u>	<del></del>			
RECOMMENDATION: The Planning Departn denial of this request.	nent recommend	led approval of this i	request. The Pla	ning Commission reco	mmended
TTACHMENTS:					
PC recommendatio	n	Planning Departme	ent staff report	3. Change of Zone Or	dinance
		5.		6.	
IGNATURES:	Λ	BDM			
EGAL APPROVAL AS TO FOR	M:	. Drout oboins	}		
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# City of Bellevue

#### PLANNING COMMISSION RECOMMENDATION

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<i>_</i> 3		$\neg 1 \mathbf{\nabla}$	✓ 1 N	

Kenneth Hahn Architects

LOCATION:

Fort Crook Road and Childs Road West

CITY COUNCIL HEARING DATE:

November 5, 2019

REQUEST:

to rezone Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton, and Lots 7 and 8, South Woods, from MH, BGH, and RG-8 to RG-8 for the purpose of an elementary school; conditional use permit for Lot 1, South Woods Replat 3; and small subdivision plat Lot 1, South Woods Replat 3, for the purpose of an elementary school.

On September 26, 2019, the City of Bellevue Planning Commission voted six yes, one no, one abstained, and one absent to recommend:

**DENIAL** of the request based upon lack of safety in terms of the potential issues with Fort Crook Road, which has been recognized by the applicant and City to discourage crossing an 8 lane intersection and 2 railroad tracks. Denial also based upon lack of plans for infrastructure beyond the boundaries of the proposed site.

#### VOTE:

Yes:	Six:	No:	One:	Abstain:	One:	Absent:	One:
	Casey		Aerni		Ritz		Jacobson
	Perrin						
	Cain						
	Ackley						
	Hankins						
	Cutsforth						

Planning Commission Hearing (s) was held on: September 26, 2019

# PLANNING DEPARTMENT

#### **RECOMMENDATION REPORT #3**

CASE NUMBERS: Z-1906-04

FOR HEARING OF:

S-1906-02

REPORT #1:

July 25, 2019

CUP-1906-02

REPORT #2:

August 22, 2019

REPORT #3:

September 26, 2019

REPORT #4:

November 5, 2019

### I. GENERAL INFORMATION

#### A. APPLICANT:

Kenneth Hahn Architects 1343 South 75th Street Omaha, NE 68135

#### **B. PROPERTY OWNER:**

Douglas County School District 00001 3215 Cumming Street Omaha, NE 68131

#### C. GENERAL LOCATION:

Fort Crook Road and Childs Road West

#### D. LEGAL DESCRIPTION:

Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton, and Lots 7 and 8 South Woods, located in the Southwest ¼ of Section 14, and the Southeast ¼ of Section 15, all located in T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

#### **E. REQUESTED ACTIONS:**

- 1. Rezone Lot 1, South Woods Replat 3, from MH, BGH, and RG-8 to RG-8
- 2. Small Subdivision Plat Lot 1, South Woods Replat 3
- 3. Conditional Use Permit for Lot 1, South Woods Replat 3

#### F. EXISTING ZONING AND LAND USE:

MH, BGH, RG-8, Vacant/Industrial

#### **G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain a rezoning, small subdivision plat, and conditional use permit to allow for the construction of an elementary school.

#### H. SIZE OF SITE:

The site is approximately 14.48 acres.

### II. <u>BACKGROUND INFORMATION</u>

#### A. EXISTING CONDITION OF SITE:

A portion of the site contains a building once housed by Pendleton Mills. The remainder of the site is vacant and presently covered in vegetation.

#### B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. North: Vacant/Industrial, RG-8 and MH

2. East: Fort Crook Road right-of-way/Industrial, MH

3. South: Single Family Residential, RS-84 and RD-60 (across Childs Road

West)

4. West: Vacant, RG-8 (across Nebraska Drive)

#### C. REVELANT CASE HISTORY:

- 1. On July 25, 2019, the Planning Commission continued a request to rezone Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton, and Lots 7 and 8, South Woods, from MH, BGH, and RG-8 to RG-8 for the purpose of an elementary school; conditional use permit for Lot 1, South Woods Replat 3, and small subdivision plat Lot 1, South Woods Replat 3. Continuation for the purpose of Omaha Public Schools working with the city on a safe route to school.
- 2. On August 22, 2019, the Planning Commission continued a request to rezone Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton, and Lots 7 and 8, South Woods, from MH, BGH, and RG-8 to RG-8 for the purpose of an elementary school; conditional use permit for Lot 1, South Woods Replat 3, and small subdivision plat Lot 1, South Woods Replat 3. Continuation for the purpose of Omaha Public Schools working with the city on a safe route to school.
- 3. On September 26, 2019, the Planning Commission recommended denial of a request to rezone Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton, and Lots 7 and 8, South Woods, from MH, BGH, and RG-8 to RG-8 for the purpose of an elementary school; conditional use permit for Lot 1, South Woods Replat 3, and small subdivision plat Lot 1, South Woods Replat 3.

#### D. APPLICABLE REGULATIONS:

- 1. Section 5.15, Zoning Ordinance, regarding RG-8 uses and requirements.
- 2. Chapter 5, Subdivision Regulations, regarding small subdivisions.
- 3. Article 6, Zoning Ordinance, regarding Conditional Use Permits.

#### III. ANALYSIS

#### A. COMPREHENSIVE PLAN:

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

#### **B. OTHER PLANS:**

None

#### C. TRAFFIC AND ACCESS:

- 1. The most recent MAPA traffic data estimates approximately 18,800 vehicles per day along the north leg of the intersection of Fort Crook Road and Childs Road West, approximately 1,400 vehicles per day along the east leg, approximately 19,300 vehicles per day along the south leg, and approximately 2,800 vehicles per day along the west leg of this intersection.
- 2. The property will have two access points: one from Nebraska Drive, and one from Childs Road West.

#### D. UTILITES:

All utilities are available to service this development.

#### E. ANALYSIS:

- 1. Kenneth Hahn, on behalf of Kenneth Hahn Architects, is requesting approval of a rezoning, small subdivision plat, and conditional use permit for Lot 1, South Woods Replat 3, for the purpose of a new Omaha Public Schools elementary school.
- 2. A portion of the site contains a building once housed by Pendleton Mills, which will be demolished under this plan. The remainder of the site is vacant.
- 3. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and Sarpy County Public Works. The cover letter indicated a deadline to send

comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Public Works Engineering Manager Dean Dunn requested a copy of the Traffic Impact Study, which was provided.

Captain Dave Stukenholz, Bellevue Police Department, expressed concerns for the safety of students crossing Fort Crook Road on foot. These concerns were passed along to the applicant, as well as their engineer and architect.

No other comments were received on this case.

- 4. The site plan shows an elementary school building with room for potential future portables, two playgrounds, a basketball court, as well as two outdoor learning areas.
- 5. The Zoning Ordinance requires one parking space per employee, and one space per 100 square feet of seating space in the auditorium or multi-purpose room (whichever is greater). The site plan shows 130 parking stalls, which is the number required by the ordinance.
- 6. The proposed landscape plan has been reviewed by staff and meets the requirements of the zoning ordinance.
- 7. A copy of the current and proposed Omaha Public Schools elementary school boundaries are attached. The applicant has indicated the proposed boundaries are subject to change, and are currently being reviewed with the community.
- 8. The proposed OPS elementary school boundaries have raised the question concerning the transportation of children to and from this school; specifically in regards to crossing Fort Crook Road.

Staff met with OPS and their construction team on August 14, 2019 in order to discuss this issue. OPS is proposing to bus the students who live on the *east* side of Fort Crook Road who attend this school, regardless of their proximity to the school building. School staff is proposing this as a solution to students walking to school and having to cross Fort Crook Road and the railroad tracks on foot. Please see the attached letter from OPS Chief Operations Officer Lisa Sterba regarding this matter.

Staff (including Public Works Director Jeff Roberts and Engineering Manager Dean Dunn) met with OPS and their construction team again on August 29, 2019 to discuss transportation issues. Although a crosswalk along Fort Crook Road was discussed, staff is not recommending this be done. The railroad tracks pose an issue as far as safety and connectivity. Additionally, the Public Works Department has indicated a crosswalk could encourage children to cross Fort Crook Road, and provide a false sense of security in doing so. As a result, staff is not recommending a crosswalk along

Fort Crook Road or a sidewalk connection to the railroad tracks. OPS has agreed to have buses transport students to the school via Chandler Road East to Nebraska Drive in order to avoid buses stacking across the railroad tracks adjacent to school property. Language has been added to the conditional use permit agreement to reflect this. Additionally, language has been added regarding bus driver training.

- 9. Per Section 6.06, the Zoning Ordinance requires no conditional use permit shall be granted unless the Planning Commission or City Council has found:
- 6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.
- 6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.
- 6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.
- 6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
- 6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 6.06.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.
- 6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.
- 6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.
- 6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.
- 6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.

The Planning Department believes this application meets the criteria for approval of the Conditional Use Permit.

### F. TECHNICAL DEFICIENCIES:

None

## IV. DEPARTMENT RECOMMENDATION

APPROVAL based on conformance with the requirements of the zoning ordinance and lack of perceived negative impact on the surrounding neighborhood.

## V. PLANNING COMMISSION RECOMMENDATION

DENIAL based upon lack of safety in terms of the potential issues with Fort Crook Road, which has been recognized by the applicant and City to discourage crossing an eight lane intersection and two railroad tracks. DENIAL also based upon the lack of plans for infrastructure beyond the boundaries of the proposed site.

## VI. ATTACHMENTS TO REPORT

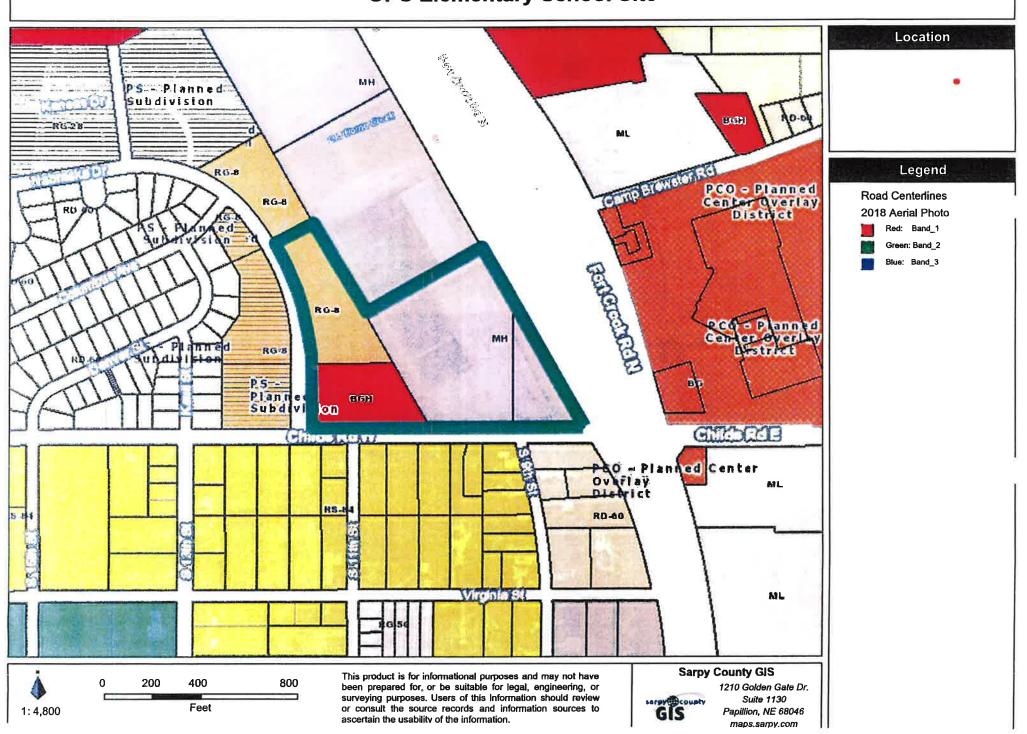
- 1. Vicinity map/Zoning Map
- 2. GIS aerial photo of the property
- 3. Justification Letter from Kenneth Hahn received June 21, 2019
- 4. Small Subdivision plat received June 21, 2019
- 5. Site Plan received July 16, 2019
- 6. Landscape Plan received August 14, 2019
- 7. Current and Proposed OPS Elementary and Middle School boundaries received July 16, 2019
- 8. Letter from Lisa Sterba received September 11, 2019
- 9. Conditional Use Permit Agreement

### VII. <u>COPIES OF REPORT TO:</u>

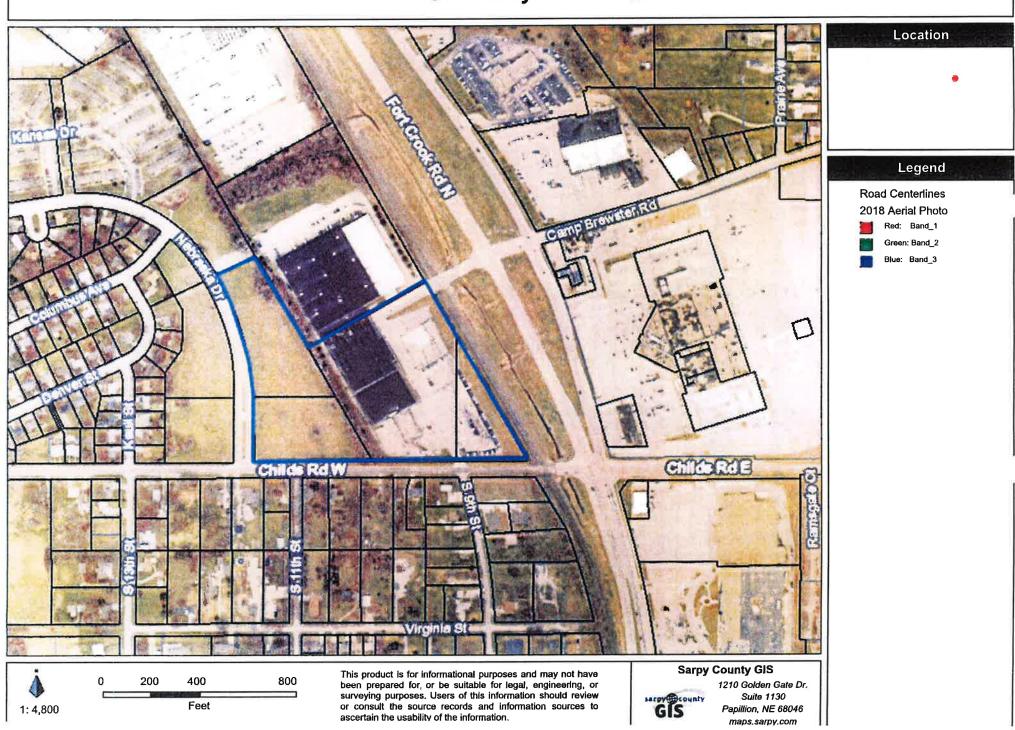
- 1. Kenneth Hahn Architects
- 2. Omaha Public Schools
- 3. RW Engineering and Surveying
- 4. Public Upon Request

James LPulm 10/2 Prepared by:

# **OPS Elementary School Site**



# **OPS Elementary School Site**





20 June 2019

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

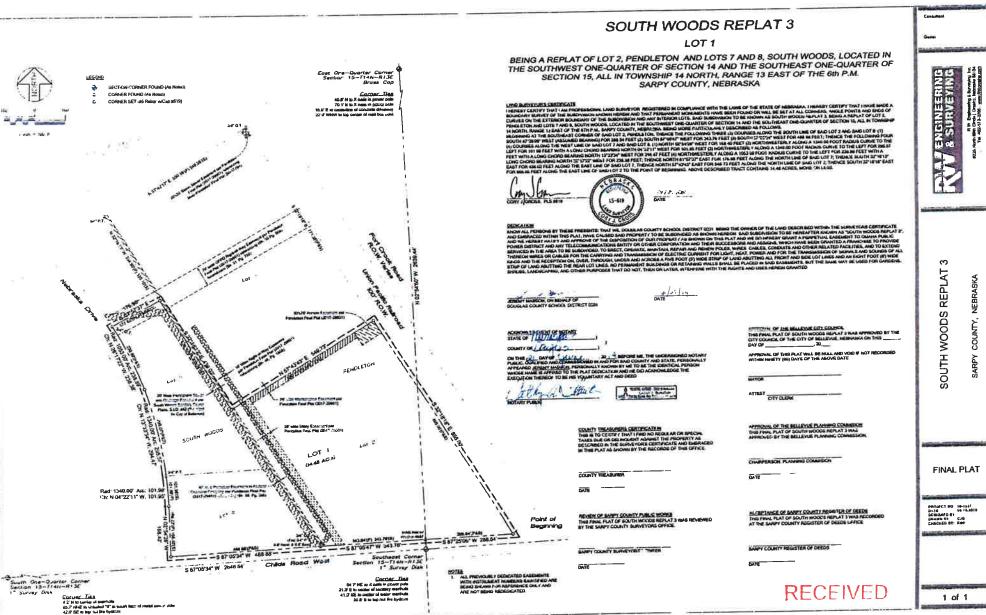
Dear Planning Commission,

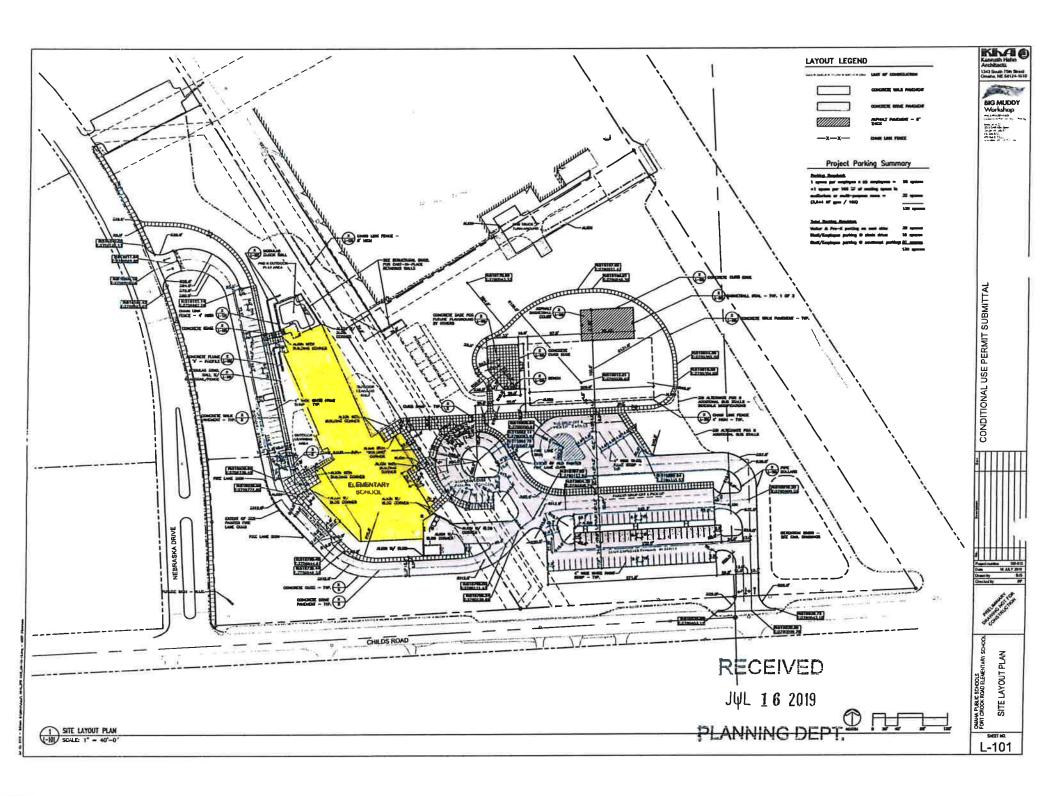
On behalf of the Owner, Douglas County School District 00001 (Omaha Public Schools), we request a change of zone from MH to RG-8 for the purpose of constructing an elementary school in conjunction with the replat of the property. The current zone MH does not allow schools. The proposed RG-8 zone was recommended to us by the City of Bellevue Planning Department.

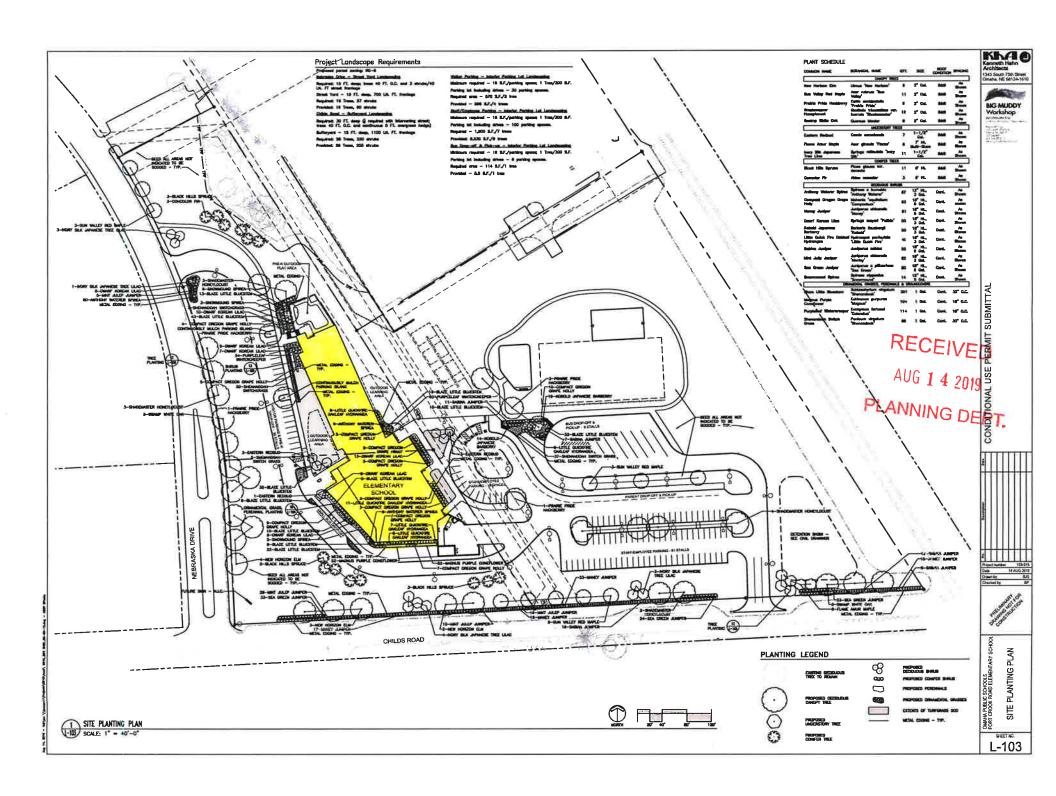
Thank you for your consideration.

Regards,

Kenneth J. Hahn, AIA





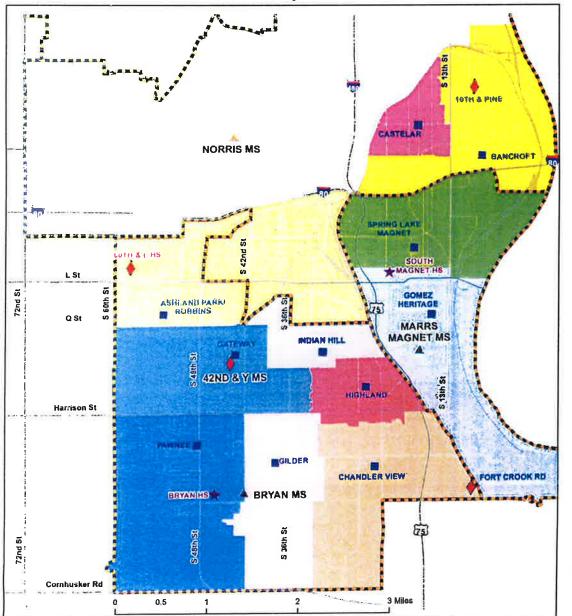


## RECEIVED

### JUL 16 2019

### PLANNING DEPT.

## **Current South Omaha Elementary and Middle School Boundaries**



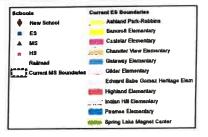
#### **Current Boundary Overview**

- The map and tables below show the student counts, utilization, and demographics of OPS students living in the current elementary and middle school boundaries in South Omaha.
- All numbers shown are based on a change to a K-5, 6-8 grade configuration, allowing for a more
  consistent pathway for students.
- All building capacity numbers do not include PK rooms or portables, and account for any planned repoyations.
- The Current MS Feeder % table shows where, and at what percentage, each elementary school feeds to the middle school level. Currently 1 elementary school splits at the middle school level.

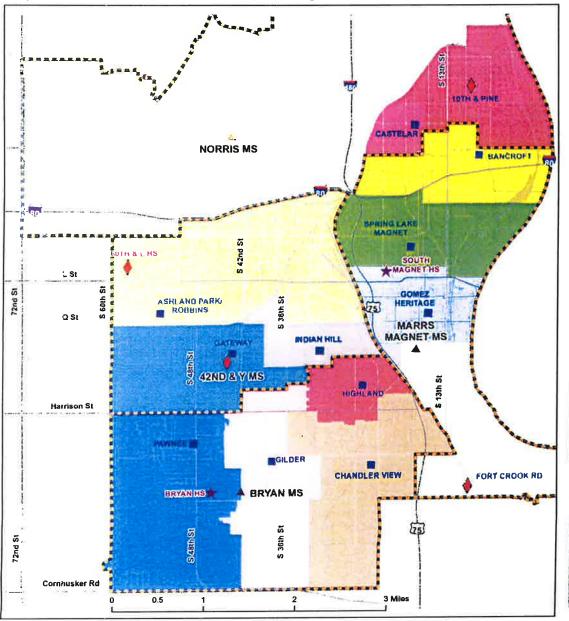
School	After Bond Capacity (PK Rooms Removed - No Portables)	Proposed Grade Config.	Current K-5 Live-In	Current K-5 Live-In Utilization
Ashland Park/Robbins	817	K-5	684	83.7%
Baneroft	646	K-5	757	117.2%
Castelar	494	K-5	650	131.6%
Chandler View	551	K-5	384	69.7%
Gateway	722	K-5	752	104.2%
Gilder	456	K-5	224	49.1%
Gomes Heritage	741	K-5	971	131.0%
Highland	494	K-5	429	86.8%
Indian Hill	760	K-5	683	89.9%
New ES #1 (Fort Crook Rd)	551	K-5		
New ES #2 (10th & Pine)	551	K-5		
Pawnee	323	K-5	292	90.4%
Spring Lake Magnet	779	K-5	785	100.8%
Total	7,885		6,611	83.8%

Middle School	After Bond Capacity (No Portables)	Proposed Grade Config.	Current Live-In	Current Live-in Utilization
Bryan	720	6-B	1,383	192.1%
Marrs	1,152	6-8	841	73.0%
Nords	1,260	6-8/7-8	1,596	126.7%
New Middle School	954	6-8		
Total	4,086		3,820	93.5%

Current MS Feeder %							
	1	E	Monte	Mew MS			
Ashland Park/Robbins	32%	0%	68%	0%			
Bancroft	0%	0%	100%	0%			
Castelar	0%	0%	100%	0%			
Chandler View	100%	0%	0%	0%			
Gaterney	100%	094	0%	0%			
Gilder	100%	0%	0%	0%			
Gomes Heritage	0%	100%	0%	0%			
inghiband	100%	0%	0%	0%			
Indian Hill	100%	0%	Oh	0%			
Paness	100%	0%	0%	0%			
Spring Lake Atagnet	6%	100%	0%	0%			



**Option 1 - South Omaha Elementary and Middle School Boundaries** 



#### Option 1 Overview

- All elementary schools feed 100% to one middle school
- All schools below 90% live-in utilization except for Spring Lake Magnet
- Middle school live-in utilization ranges from a low of 87.3% to a high of 98.7%
- 1,350 K-5 students change home attendance area
- 1,234 6-8 students change home attendance area

School	After Bond Capacity (PK Rooms Removed - No Portables)	Proposed Grade Config.	Current K-5 Live-in	Current K-5 Live-in Utilization	Proposed Live-in K-5	Proposed Live-In Utilization
Ashland Park/Robbins	817	K-5	684	83.7%	684	83.7%
Bancroft	646	K-5	757	117.2%	560	86.7%
Castelar	494	K-5	650	131.6%	408	82.6%
Chandler View	551	K-5	384	69.7%	374	67.9%
Gateway	722	K-5	752	104.2%	583	80.7N
Glider	456	K-5	224	49.1%	341	74.8%
Gomez Heritage	741	K-5	971	131.0%	619	83.5%
Highland	494	K-5	429	86,8%	380	76.9%
Indian Hill	760	K-5	683	89,9%	683	89.0%
New ES #1 (Fort Crook Rd)	551	K-5			473	85.8%
New ES #2 (10th & Pine)	551	K-5			474	86,0%
Pawnee	323	K-5	292	90.4%	282	87.3%
Spring Lake Magnet	779	K-5	785	100,8%	750	96.3%
Total	7,885		6,611	83.8%	6,611	83.8%

Middle School	After Bond Capacity (No Portables)	Proposed Grade Config.	Current Live- In	Current Live- in Utilization	Proposed Live-in	Proposed Live-in Utilization
Bryan	720	6-8	1,383	192.1%	645	89.6%
Marrs	1,152	6-8	841	73.0%	1,133	98.4%
Norris	1,260	6-8/7-8	1,596	126.7%	1,100	87.3%
New Middle School	954	6-8			942	98.7%
Total	4,086		3,820	93.5%	3,820	93.5%

	Proposed MS	Feeder %		
	Ē	ı	Hors	New MS
Ashland Park/Robbins	0%	0%	0%	100N
Bancroft	0%	100%	0%	0%
Castelar	0%	0%	100%	0%
Chandler View	100%	0%	ON	0%
وعسورة	0%	0%	0%	100%
Gilder	100%	0%	0%	0%
Gomet Heritage	0%	100%	0%	094
Highland	100%	0%	0%	0%
Indian Hill	O%	0%	0%	100%
New ES #1 (Fort Crook Rd)	OK.	100%	0%	096
Here ES 82 (10th & Plan)	0%	0%	100%	0%
Pawnee	100%	:0%	0%	0%
Spring Lake Magnet	0%	100%	0%	0%

6cbo	علم	Pro	oosed ES Boundaries
	New School		Ashland Park-Robbins
	ES		Bencroit Elementary
Δ	MS	PIER	Cantain: Elementary
A	на	-	Chander Verr Elementary
	Railroad		Edward Babe Gomez Herkage Elen
	Proposed MS Boundaries	-	Galeway Elementary
			Gilder Elementary
		olmo	Highland Elementary
			Indian Hill Elementary
		0 <u>00</u> 0	New ES (10th & Pine)
			New ES (Fort Crook Rd.)
			Pawnes Elementary



3215 Cuming St. Omaha, NE 68131 (531) 299-9842 Fax 531-299-0412

Chris Shewchuk, Planning Director City of Bellevue: Planning Department 1510 Wall Strret Bellevue, NE 68005

RE: OPS Fort Crook Road Elementary School

Mr. Shewchuk,

To help facilitate concerns of students crossing Fort Crook Road, the Omaha Public Schools will provide transportation to students living within the one mile walk zone on the east side of Fort Crook Road. Students outside of the one mile walk zone are provided transportation through our Student Assignment Plan. Buses will transport students to the school via Chandler Road east to Nebraska Drive to drop them off at the main entrance of the school.

Respectfully,

Dr. Lisa Sterba

**Chief Operations Officer** 

RECEIVED

SEP 11 2019

PLANNING DEPT.

Record & Return To: City of Bellevue Planning Department 1510 Wall Street Bellevue, NE 68005

### CITY OF BELLEVUE CONDITIONAL USE PERMIT LOT 3, SOUTH WOODS REPLAT 3,

LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 14, AND THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 15, T14N, R13E OF THE  $6^{\text{TH}}$  P.M., SARPY COUNTY, NEBRASKA

Conditional Use Permit for Douglas County School District 00001

This Conditional Use Permit issued this _____ day of _____, 2019 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska ("City") to Douglas County School District 00001, ("Applicant"), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Douglas County School District 00001, is the legal owner of Lot 1, South Woods Replat 3, located in the Southwest ¼ of Section 14 and the Southeast ¼ of Section 15, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately 14.48 acres, more or less ("Property"). Applicant desires to use the Property for the purpose of an elementary school; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a "Permitted Use" or "Use".

#### **Conditions of Permit**

The conditions to which the granting of this Permit is subject are as follows:

- 1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
- 2. In respect to the proposed Use:
  - a. A site plan showing the Property's boundaries, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit "A." A landscape plan is attached as Exhibit "B."

- b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
- c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.
- 3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
  - a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
  - b. Construction of the Use authorized by this Permit must be initiated within 24 months after the date of the approval of this Permit otherwise such Permit shall become void.
  - c. Applicant may maintain an elementary school facility on the Property.
  - d. Applicant shall provide transportation to all students living on the east side of Fort Crook Road.
  - e. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.
  - f. All signage on Property related to Use shall be in conformance with the City Zoning Ordinance.
  - g. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant's expense.
  - h. Applicant shall ensure that its transportation practices avoid stacking busses across the railroad tracks adjacent to the Property by primarily utilizing Nebraska Drive to Chandler Road for its bus routing. Applicant shall also require appropriate training of its bus drivers and its contractor's bus drivers regarding such stacking practices.
- 4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
  - a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.
  - c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
- 5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to

promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same. Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

- 6. If any provisions, or any portion thereof, contained in this Permit are held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 7. The conditions and terms of this Permit shall be binding upon Applicant, its successors and assigns.
  - a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
  - b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
  - c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
  - d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

Douglas County School District 00001 3215 Cuming Street Omaha, NE 68131

e. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

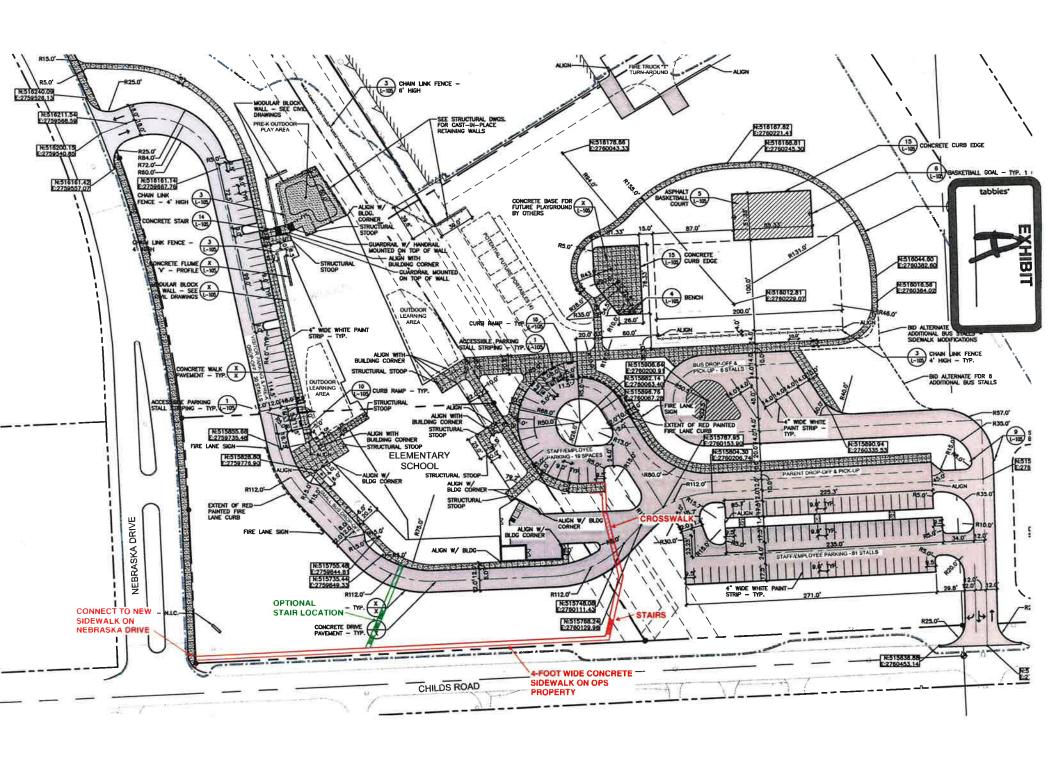
#### Effective Date:

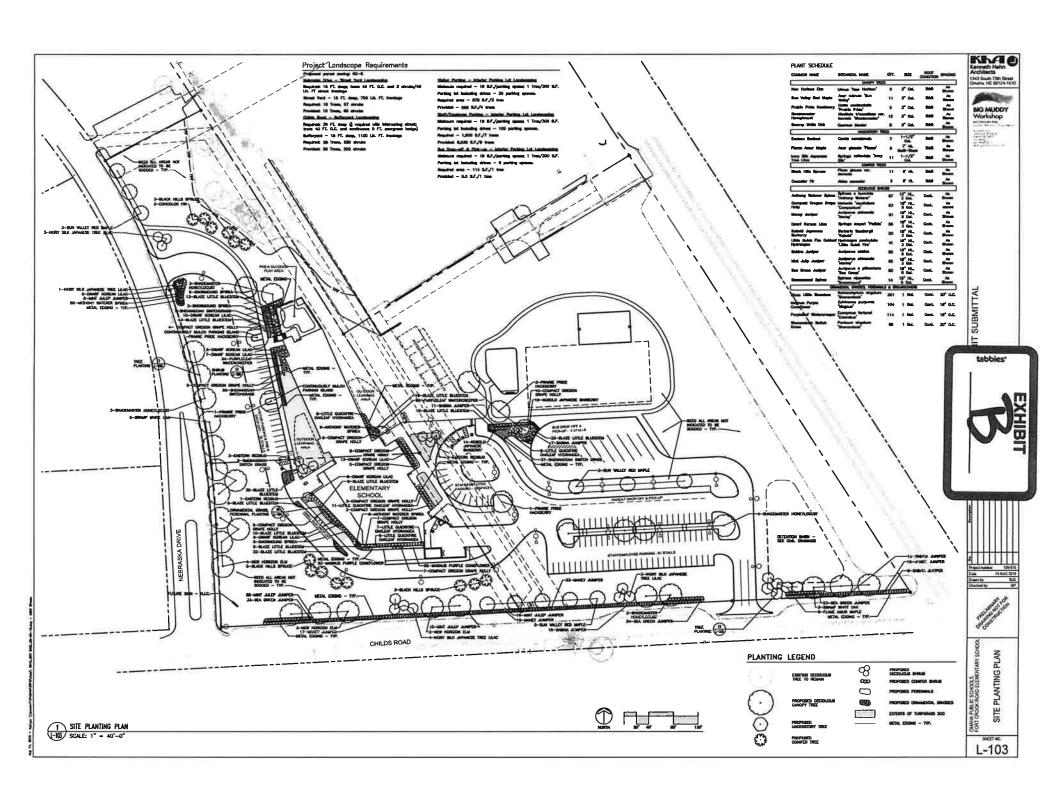
This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

	×	Ву:	Rusty Hike, M	
ATTEST:				
Susan Kluthe, City Clerk	<del></del>			
STATE OF NEBRASKA COUNTY OF SARPY	) )SS: )			
The undersigned, a nota Hike and Susan Kluthe, whose Nebraska, a municipal corporati and known to be such officers, a as Mayor and Deputy City Cler and voluntary act and deed of su	e names as Mayor on, are signed to the cknowledged befork, executed and de	and City Cle e foregoing i e me on this	erk respectively nstrument and day and they, ir	who are each known to me their respective capacities
Witness my hand and no	otarial seal this	_ day of		2019.
			Notary Public	

Dr. Cheryl Logan, Superintendent Douglas County School District 00001

STATE OF NEBRASKA	)			
COUNTY OF	)SS: _)			
The undersigned, a nota Warneke signed the foregoing delivered said instrument as his	instrument, acknow	wledged before	• *	s hereby certify that Mark day and he executed and
Witness my hand and no	otarial seal this	day of	, 20	19.
			Notary Public	





# CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

# 13a. 11/5/19

COUNCIL MEETING DATE:	SUBM	HTTED BY: Admin				
AGENDA ITEM		CONSENT AGENDA			SPECIAL PRESENTATION	N 🔲
LIQUOR LICENSE		ORDINANCE	<b>√</b>		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINES	ss 🔲		OTHER	
SUBJECT:		-				
Approval of this ordinance w	vill rede	fine ward bounda	ries due to	the recent	annexations.	
SYNPOSIS/BACKGROUND:						
The ward boundaries were last control to an election, the governing districts shall provide written not office to perform such adjustment December 11, 2019, for the new the first day for a citizen to file for the state of the	g board of tification its." The boundar.	of any political suborto the election commission of the best of the commission of th	division requ nmissioner or ioner must re or the May 12	esting the a county clear county clear county clear county clear county clear county c	adjustment of the bound ork of the need and nece evised ward boundaries	laries of election essity of his or her no later than
FISCAL IMPACT:: 0.00	В	JDGETED FUNDS?:	1O	GRA	ANT/MATCHING FUNDS?:	NO
TRACKING INFORMATION FOR CONT	RACTS AN	ND PROJECTS:				
IS THIS A CONTRACT?: NO		COUNTER-PARTY;			INTERLOCAL AGREEM	ENT: NO
CONTRACT DESCRIPTION						
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:			CONTRACT END DATE:	
PROJECT NAME:						
START DATE: END DA	ATE:	PAYMENT	DATE:		INSURANCE REQUIRED:	NO
CIP PROJECT NAME:		CIP PROJE	ECT NAME:			
STREET DISTRICT NAME (S):		STREET D	ISTRICT NUME	BER (S):		
ACCOUNTING DISTRUBUTION CODE	3:	ACCOUNT	NUMBER:			
RECOMMENDATION:						
To approve an ordinance to r	edefine	ward boundaries	due to rece	nt annexa	ations.	
TTACHMENTS:						
Red-Lined Ordinance		2 Current Ward	Map of Cit	y	Detailed Ward Map for	Each Proposed Ward
Clean Ordinance		5.			6.	
SIGNATURES:		NZ.	da 10			
EGAL APPROVAL AS TO FORM:	-	MIDILATOR	0011/2			
TINANCE APPROVAL AS TO FORM:	-	1/19	m)			
ADMINISTRATOR APPROVAL AS TO FO	DRM:	DANKA7/	Ci-			

#### ORDINANCE NO. 3981

AN ORDINANCE TO AMEND SECTION 9-3 OF THE BELLEVUE MUNICIPAL CODE TO PROVIDE FOR REVISED CITY COUNCIL WARD BOUNDARIES; TO REPEAL SECTION 9-3 OF THE BELLEVUE MUNICIPAL CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section I. That Section 9-3 of the Bellevue Municipal Code is hereby amended to read as follows:

There shall continue to exist within the city five wards for the election of members to the city council, each ward to continue to be represented by one member whose term shall commence and expire as previously established by the city. Pursuant to section 32-553 of the laws of the State of Nebraska, the boundaries for each ward are hereby revised as set forth in this chapter.

## (1) Ward One.

- Ward 1 shall contain the part of the City of Bellevue beginning at the intersection of a. Fort Crook Road and Harlan Drive, east on Harlan Drive to Galvin Road, south on Galvin Road to Lincoln Road, north on Lincoln Road to Marian Avenue, east and north on Marian Avenue to Douglas Drive, east and north on Douglas Drive to Marie Drive, east on Marie Drive to Bellevue Boulevard South, south on Bellevue Boulevard South to Hidden Hills Drive, east and north on Hidden Hills Drive to Canyon Road, north on Canyon Road to Combs Road, east on Combs Road to Washington Street, north on Washington Street to the east Bellevue city limits, south on the east Bellevue city limits to the south Bellevue city limits, west on the south Bellevue city limits to Fort Crook Road, north on Fort Crook Road to the point of beginning; beginning at the intersection of Lincoln Road and Jewell Avenue, east and north along Jewell Avenue to Jewell Road, east on Jewell Road to Bellevue Boulevard South, north on Bellevue Boulevard South to Forest Drive, north and east on Forest Drive to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to Lincoln Road, north on Lincoln Road to the point of beginning; and
- b. The part of the City of Bellevue to the south of Offutt Air Force Base and east of Fort Crook Road; and
- c. The part of the City of Bellevue beginning at the intersection of Capehart Road and 25th Street, east along Capehart Road to the north Bellevue city limit to Schilling Drive, east along Schilling Drive to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to 25th Street, north along 25th Street to the point of beginning; and
- d. Excluding tax lot 2A2 36-14-13.

#### (2) Ward Two.

- Ward 2 shall contain the part of the City of Bellevue beginning at the south side of the intersection of 25th Street and Capehart Road, then east along the Bellevue city limits to Fort Crook Road, north along Fort Crook Road to Harlan Drive, east on Harlan Drive to Galvin Road, south on Galvin Road to Lincoln Road, north on Lincoln Road to Marian Avenue, east and north on Marian Avenue to Douglas Drive, east and north on Douglas Drive to Marie Drive, east on Marie Drive to Bellevue Boulevard South, south on Bellevue Boulevard South to Hidden Hills Drive, east and north on Hidden Hills Drive to Canyon Road, north on Canyon Road to Combs Road, east on Combs Road to Washington Street, north on Washington Street to the east Bellevue city limits, north on the east Bellevue city limits to the intersection with the extended right-of-way of Zinsmaster Court, south along Zinsmaster Court and Camp Gifford Road to the intersection with the east-west segment of Camp Gifford Road, west on Camp Gifford Road to Bellevue Boulevard North, south on Bellevue Boulevard North to Gregg Road, west on Gregg Road to Kayleen Drive, south on Kayleen Drive to Cascio Drive, west on Cascio Drive to Galvin Road, south on Galvin Road to Harvell Drive, west on Harvell Drive/Cornhusker Road to 25th Street, then south along the Bellevue city limits to the Union Pacific Railroad track, then east and northeast along the Bellevue city limits to Cornhusker Road, east on Cornhusker Road to the Bellevue city limits on the east side of the Union Pacific Railroad main line, the southerly along the Bellevue city limits to Schilling Drive. west along the Bellevue city limits to the intersection of 25th Street and Capehart Road, then south across Capehart Road to the Bellevue city limits and the point of beginning; the intersection of US 75 and Cornhusker Road, east along Cornhusker Road to Harvell Drive, east along Harvell Drive to Chateau Drive, north and east along Chateau Drive to Casdo Drive, north and east along Cascio Drive to Kayleen Drive, north along Kayleen Drive to Gregg Road, east along Gregg Road to Lorraine Drive, south and east along Lorraine Drive to Lorraine Avenue, east along Lorraine Avenue to Bellevue Boulevard South, east, north, and south along Bellevue Boulevard South to Jewell Road, west along Jewell Road to Jewell Avenue, south and west along Jewell Avenue to Lincoln Road, south along Lincoln Road to the south Bellevue city limit, west along the south Bellevue city limit to Fort Crook Road, south along Fort Crook Road to Schilling Drive, west along Schilling Drive to the west Bellevue city limit, north along the west Bellevue city limit to Harlan Drive, west along Harlan Drive to US 75, north along US 75 to the point of beginning; and
- b. The part of the City of Bellevue beginning at-the intersection of 36th Street and Bline Avenue, east on Bline Avenue to Golden Boulevard, east on Golden Boulevard to 31st Street, south on 31st Street to Bellevue city limits, east on Bellevue city limits to 25th Street, north on Bellevue city limits to Nebraska Highway 370, west on Bellevue city limits to 36th Street, south on 36th Street to the point of beginning.

Maass Road and the west Bellevue city limit, north along the west Bellevue city limit to 36th Street, south along 36th Street to the north Bellevue city limit, east along the north Bellevue city limit to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to 36th Street, north along 36th Street to Hwy 370, west along Hwy 370 to 42nd Street,

south along 42nd Street to Maass Road, west and south along Maass Road to the point of beginning.

### (3) Ward Three.

Ward 3 shall contain the part of the City of Bellevue lying within the area described as follows: beginning at the intersection of 36th Street and Schneekloth Road, then beginning in a westerly direction along the south Bellevue city limits to Capehart Road, east along Capehart Road to 25th Street, north across Capehart Road to its northerly right of way line, west along Capehart Road to 36th Street, then northerly along the Bellevue city limits to 31st Street, north on 31st Street to Golden Boulevard, west on Golden Boulevard to Bline Avenue, west on Bline Avenue to 36th Street, north on 36th Street to its intersection with the Bellevue city limits, then beginning in a westerly direction along the west Bellevue city limits to its intersection with 36th Street and continuing southward along the east Bellevue city limits to its intersection with Schneekloth Road and the point of beginning.

- a. beginning at the intersection of Maass Road and the west Bellevue city limit, north and east along Maass Road to 42nd Street, north along 42nd Street to Hwy 370, east along Hwy 370 to 36th Street, south along 36th Street to Capehart Road, east along Capehart Road to 25th Street, south along 25th Street to the south Bellevue city limit, west along the south Bellevue city limit to Schneekloth Road, west along Schneekloth Road to the west Bellevue city limit, north along the west Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to Schneekloth Road, west along Schneekloth Road to 36th Street, north along 36th Street to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the north Bellevue city limit, east along the north Bellevue city limit to the west Bellevue city limit to 36th Street to Capehart Road, west along Capehart Road to the south Bellevue city limit, west along the south Bellevue city limit to Maass Road, north along Maass Road to the point of beginning; and
- b. Excluding S1/2 SW1/4 4-13-13, tax lots 7B & 8 4-13-13, and tax lots 1 & 2B2 9-13-13.

#### (4) Ward Four.

Ward 4 shall contain the part of the City of Bellevue lying within the area described as follows: beginning at the intersection of 25th Street and Harrison Street, then east along the north Bellevue city limits to the east Bellevue city limits (Missouri River), south along the east Bellevue city limits to the intersection with the extended right of way of Zinsmaster Court, south along Zinsmaster Court and Camp Gifford Road to the intersection with the east west segment of Camp Gifford Road, west on Camp Gifford Road to Bellevue Boulevard North, south on Bellevue Boulevard North to Gregg Road, west on Gregg Road to Kayleen Drive, south on Kayleen Drive to Cascio Drive, west on Cascio Drive to Galvin Road, south on Galvin Road to Harvell Drive, west on Harvell Drive/Cornhusker Road to 25th Street, then beginning in a northerly direction along the Bellevue city limits to its

intersection with Childs Road being the south line of Section 16-14-13, then east along said south section line to 25th Street, then north on 25th Street to Harrison Street and the point of beginning.

beginning at the intersection of Georgia Avenue and 25th Street, north along 25th Street to Harrison Street, east along Harrison Street to the east Bellevue city limit, south along the east Bellevue city limit to Forest Drive, south and west along Forest Drive to Bellevue Boulevard South, west and south along Bellevue Boulevard South to Lorraine Avenue, west along Lorraine Avenue to Lorraine Drive, north and west along Lorraine Drive to Gregg Road, west along Gregg Road to Kayleen Drive, south along Kayleen Drive to Cascio Drive, south and west along Cascio Drive to Harvell Drive, north and west along Harvell Drive to Cornhusker Road, north and west along Cornhusker Road to US 75, south along US 75 to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to Cornhusker Road, west along Cornhusker Road to Cedar Island Road, north along Cedar Island Road to Georgia Avenue, east along Georgia Avenue to the point of beginning.

#### (5) Ward Five.

Ward 5 shall contain the part of the City of Bellevue beginning at the intersection of 25th Street and Harrison Street, south on 25th Street to Childs Road, being the south line of Section 16-14-13, then west along said south section line to its intersection with the Bellevue city limits, then beginning in a northerly direction along the Bellevue city limits to its intersection with Harrison Street, then east on Harrison Street to the point of beginning.

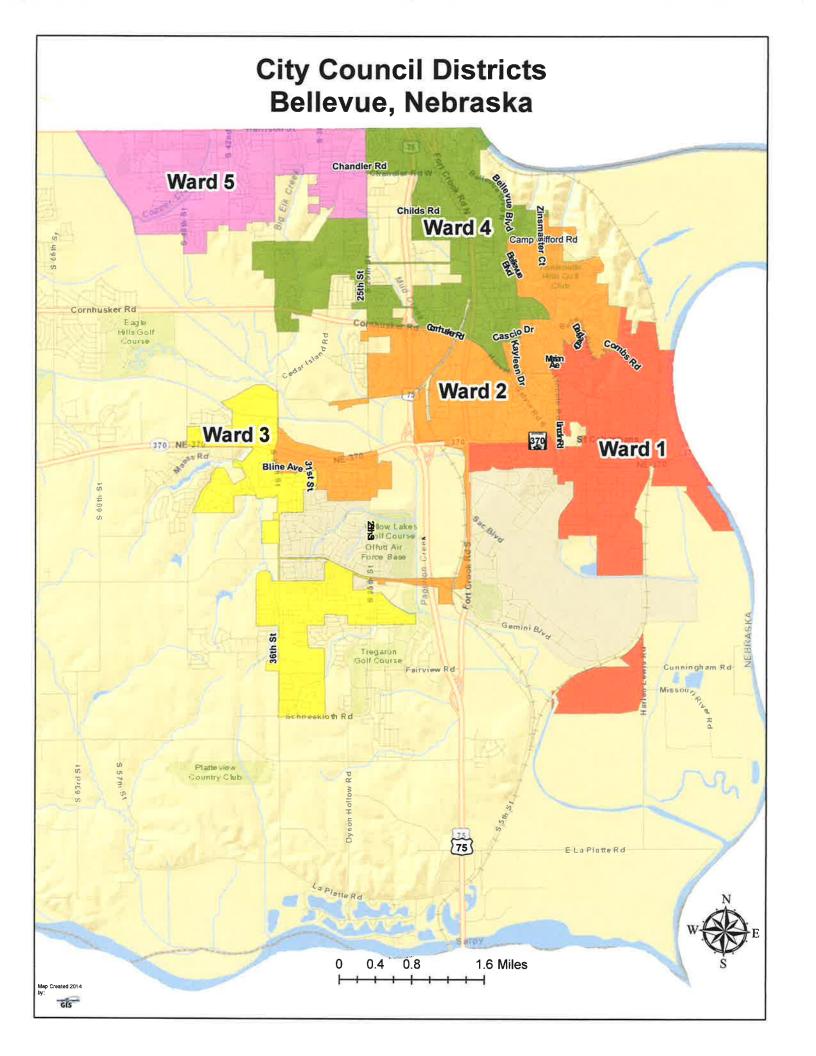
west Bellevue city limits and Harrison Street, east along Harrison Street to 25th Street, south along 25th Street to Georgia Avenue, west along Georgia Avenue to Cedar Island Road, south along Cedar Island Road to Cornhusker Road, west along Cornhusker Road to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the point of beginning.

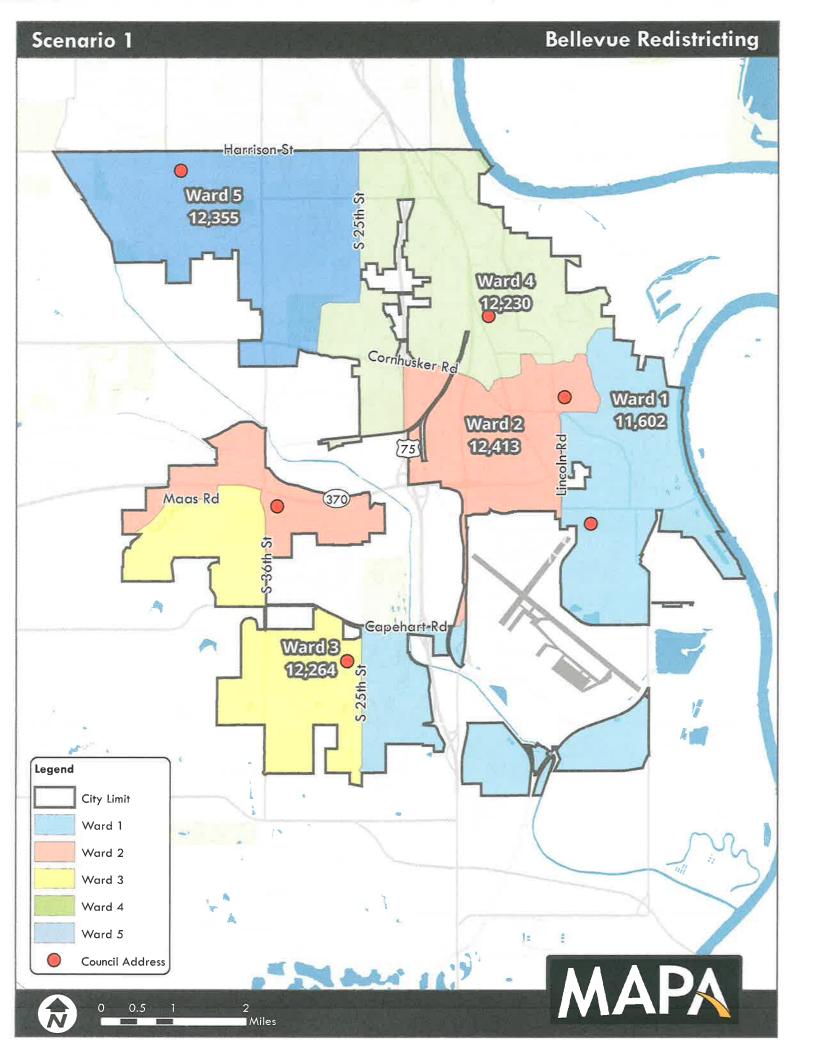
That Section 9-3 of the Bellevue Municipal Code as heretofore existing is hereby Section 2. repealed in its entirety

Section 3. This Ordinance shall take effect and be in full force from and after its passage approval and publication in pamphlet form.

ADOPTED by the Mayor	and City Council this _	day of	, 2019.
ATTEST:			
MILDI.	Mayo	or, Rusty Hike	· · · · · · · · · · · · · · · · · · ·
City Clerk	<del></del> ₽{		

	APPROVED AS TO FORM:	
First Reading: Second Reading: Third Reading:	City Attorney	





#### **ORDINANCE NO. 3981**

AN ORDINANCE TO AMEND SECTION 9-3 OF THE BELLEVUE MUNICIPAL CODE TO PROVIDE FOR REVISED CITY COUNCIL WARD BOUNDARIES; TO REPEAL SECTION 9-3 OF THE BELLEVUE MUNICIPAL CODE AS HERETOFORE EXISTING; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section I. That Section 9-3 of the Bellevue Municipal Code is hereby amended to read as follows:

There shall continue to exist within the city five wards for the election of members to the city council, each ward to continue to be represented by one member whose term shall commence and expire as previously established by the city. Pursuant to section 32-553 of the laws of the State of Nebraska, the boundaries for each ward are hereby revised as set forth in this chapter.

## (1) Ward One.

- a. Ward 1 shall contain the part of the City of Bellevue beginning at the intersection of Lincoln Road and Jewell Avenue, east and north along Jewell Avenue to Jewell Road, east on Jewell Road to Bellevue Boulevard South, north on Bellevue Boulevard South to Forest Drive, north and east on Forest Drive to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to Lincoln Road, north on Lincoln Road to the point of beginning; and
- b. The part of the City of Bellevue to the south of Offutt Air Force Base and east of Fort Crook Road; and
- c. The part of the City of Bellevue beginning at the intersection of Capehart Road and 25th Street, east along Capehart Road to the north Bellevue city limit to Schilling Drive, east along Schilling Drive to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to 25th Street, north along 25th Street to the point of beginning; and
- d. Excluding tax lot 2A2 36-14-13.

#### (2) Ward Two.

a. Ward 2 shall contain the part of the City of Bellevue at the intersection of US 75 and Cornhusker Road, east along Cornhusker Road to Harvell Drive, east along Harvell Drive to Chateau Drive, north and east along Chateau Drive to Casdo Drive, north and east along Cascio Drive to Kayleen Drive, north along Kayleen Drive to Gregg Road, east along Gregg Road to Lorraine Drive, south and east along Lorraine Drive to Lorraine Avenue, east along Lorraine Avenue to Bellevue Boulevard South, east, north, and south along Bellevue Boulevard South to Jewell Road, west along Jewell

Road to Jewell Avenue, south and west along Jewell Avenue to Lincoln Road, south along Lincoln Road to the south Bellevue city limit, west along the south Bellevue city limit to Fort Crook Road, south along Fort Crook Road to Schilling Drive, west along Schilling Drive to the west Bellevue city limit, north along the west Bellevue city limit to Harlan Drive, west along Harlan Drive to US 75, north along US 75 to the point of beginning; and

b. The part of the City of Bellevue beginning at Maass Road and the west Bellevue city limit, north along the west Bellevue city limit to 36th Street, south along 36th Street to the north Bellevue city limit, east along the north Bellevue city limit to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to 36th Street, north along 36th Street to Hwy 370, west along Hwy 370 to 42nd Street, south along 42nd Street to Maass Road, west and south along Maass Road to the point of beginning.

#### (3) Ward Three.

- Ward 3 shall contain the part of the City of Bellevue beginning at the intersection of a. Maass Road and the west Bellevue city limit, north and east along Maass Road to 42nd Street, north along 42nd Street to Hwy 370, east along Hwy 370 to 36th Street, south along 36th Street to Capehart Road, east along Capehart Road to 25th Street, south along 25th Street to the south Bellevue city limit, west along the south Bellevue city limit to Schneekloth Road, west along Schneekloth Road to the west Bellevue city limit, north along the west Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to the east Bellevue city limit, south along the east Bellevue city limit to Schneekloth Road, west along Schneekloth Road to 36th Street, north along 36th Street to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the north Bellevue city limit, east along the north Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to 36th Street to Capehart Road, west along Capehart Road to the south Bellevue city limit, west along the south Bellevue city limit to Maass Road, north along Maass Road to the point of beginning; and
- b. Excluding S1/2 SW1/4 4-13-13, tax lots 7B & 8 4-13-13, and tax lots 1 & 2B2 9-13-13.

#### (4) Ward Four.

Ward 4 shall contain the part of the City of Bellevue beginning at the intersection of Georgia Avenue and 25th Street, north along 25th Street to Harrison Street, east along Harrison Street to the east Bellevue city limit, south along the east Bellevue city limit to Forest Drive, south and west along Forest Drive to Bellevue Boulevard South, west and south along Bellevue Boulevard South to Lorraine Avenue, west along Lorraine Avenue to Lorraine Drive, north and west along Lorraine Drive to Gregg Road, west along Gregg Road to Kayleen Drive, south along Kayleen Drive to Cascio Drive, south and west along Cascio Drive to Harvell Drive, north and west along Harvell Drive to Cornhusker Road, north and west along Cornhusker Road to US 75, south along US 75 to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to Cornhusker

Road, west along Cornhusker Road to Cedar Island Road, north along Cedar Island Road to Georgia Avenue, east along Georgia Avenue to the point of beginning.

(5) Ward Five.

Ward 5 shall contain the part of the City of Bellevue beginning at the west Bellevue city limits and Harrison Street, east along Harrison Street to 25th Street, south along 25th Street to Georgia Avenue, west along Georgia Avenue to Cedar Island Road, south along Cedar Island Road to Cornhusker Road, west along Cornhusker Road to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the point of beginning.

- Section 2. That Section 9-3 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety
- Section 3. This Ordinance shall take effect and be in full force from and after its passage approval and publication in pamphlet form.

ADOPTED by the Mayor ar	nd City Council this day of, 2019.
ATTEST:	Mayor, Rusty Hike
City Clerk	
	APPROVED AS TO FORM:
First Reading:  Second Reading:  Third Reading:	City Attorney

# 13b. 11/5/19

# CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETIN	IG DATE: 11/05/2019 S	UBMITTED BY Rich Sev			Finance Director	
	NG DATE. 11/05/2019   5				75	
AGENDA ITEM:		CONSENT AGEN	DA 📗		SPECIAL PRESENTATION	И
LIQUOR LICENSE		ORDINANCE	<b>✓</b>		PUBLIC HEARING	<b>✓</b>
RESOLUTION		CURRENT BUSIN	TESS		OTHER	
SUBJECT:						
the city (acquired in th	e annexations). The City C	ouncil approved Ordinance	No. 3965 to author	ize refunding	igation Bonds of the City to refur of the City's 2013 and 2013B Bo which had an effective date of No	onds. Since such
SYNPOSIS/BACKGR	OUND:					
outstanding bonds can new average interest in The City also has the outstanding bonds is structure these bonds \$450,000. In addition to the pre-	rry an average tax-exempt rate of 2.85%. Net present e opportunity to Advance los 22,330,000. Current average at a projected new averagesent value savings, the reserved.	interest rate of 3.712%. The value savings to be realize Refund the recently annexe rage interest of these outstarge interest rate of 2.95%.	ne opportunity exist d by the City is extended SIDs that are not noting SID bonds in Net present value so will allow the City	tests for the City pected to be it t currently cal as 3.714%. The savings to be a to smooth out	Ilable with Taxable bonds. The ne opportunity exists for the City realized by the City is expected t the aggregate bonded debt ser	ese bonds at a projected summation of these y to refinance and to be in excess of
FISCAL IMPACT:	Net \$-0-	BUDGETED FUNDS?:	NO	GI	RANT/MATCHING FUNDS?:	NO
TRACKING INFORM	IATION FOR CONTRACT	S AND PROJECTS:				
IS THIS A CONTRA	ACT?: NO	COUNTER-PART	Y:		INTERLOCAL AGREEM	ENT: NO
GOVERN LOTT DEGG			1			INO
CONTRACT DESC	RIPTION:					
CONTRACT EFFEC	CTIVE DATE:	CONTRACT TERM	M:		CONTRACT END DATE:	
PROJECT NAME:						
START DATE:	END DATE:	DAVME	ENT DATE:		INSURANCE REQUIRED	- I
START DATE.	LIND DATE.	TATM	INT DATE.		INSURANCE REQUIRED.	NO
CIP PROJECT NAM	IE:	CIP PRO	OJECT NAME:			
STREET DISTRICT	NAME (S):	STREE	T DISTRICT NUM	IBER (S):		
ACCOUNTING DIS	STRUBUTION CODE:	ACCOL	INT NUMBER:			
	2-1					
RECOMMENDATION						
Approve Ordin	iance No. 3982, ar	nending Ordinance	e No. 3965, a	uthorizin	g an increase in refun	ded principal.
ATTACHMENTS:					1	
Ordinance No. 398	32 (Amending Ord. No. 39	65) 2.			3.	
4.		5. ^			6.	
SIGNATURES:		ND				
LEGAL APPROVAL A	AS TO FORM:	<b>19. 19</b>	reetic	blin	<u> </u>	
FINANCE APPROVAL	L AS TO FORM:	14/12		2		
ADMINISTRATOR AI	PPROVAL AS TO FORM:	NA NA	1111 1 K	Majo	_	
		0/4	11	. 52 -		*DEVICED 10/2010

#### **ORDINANCE NO. 3982**

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, AMENDING ORDINANCE NO. 3965 TO AUTHORIZE REFUNDING OF ADDITIONAL BONDS WHICH ARE OBLIGATIONS OF THE CITY AND INCREASE THE STATED PRINCIPAL AMOUNT OF THE BONDS TO NOT EXCEED THIRTY-SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$36,500,000) GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019, OF THE CITY OF BELLEVUE, NEBRASKA, AND AMENDING CERTAIN PARAMETERS FOR SUCH BONDS; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

- **Section 1.** The Mayor and City Council of the City of Bellevue, Nebraska (the "City") hereby find and determine as follows:
- (a) that the City Council has passed and approved Ordinance No. 3965 (the "Bond Ordinance") authorizing the issuance of its General Obligation Refunding Bonds, Series 2019, (the "Bonds") in a principal amount of not to exceed \$3,200,000, to refund the City's General Obligation Refunding Bonds, Series 2013A, and Various Purpose Bonds, Series 2013B; and
- **(b)** that the City has recently annexed multiple Sanitary and Improvement Districts with outstanding general obligation bonds which are now obligations of the City, as described in Section 2 herein, and that such bonds are appropriate to consider for refunding; and
- (c) that it is advisable and necessary to amend the Bond Ordinance to (i) authorize refunding of certain additional bonds of the City as described in Section 2 herein, and (ii) increase the maximum principal amount of Bonds to be issued, and modify certain other terms of the Bonds.
- **Section 2.** Section 1 of the Bond Ordinance is hereby repealed and replaced with the following:
  - Section 1. (a) The Mayor and Council of the City of Bellevue, Nebraska (the "City") hereby find and determine that: There have been heretofore issued and are now outstanding and unpaid valid interest-bearing bonds of the City as follows:
  - (i) Various Purpose Bonds, Series 2013, in the outstanding principal amount of \$1,085,000, dated March 5, 2013 (the "2013 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	December 15	Interest	
Amount	Of Year	Rate	CUSIP No.
\$360,000	2020	1.550%	079212 S23
375,000	2021	1.800	079212 S31
350,000	2022	2.000	079212 S49

such 2013 Bonds being part of an issue of \$4,460,000 principal amount of Various Purpose Bonds, Series 2013 issued by the City pursuant to an ordinance duly passed and approved by the Mayor and Council of the City. Such 2013 Bonds are redeemable at the option of the City at any time on

or after March 5, 2018, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(ii) General Obligation Refunding Bonds, Series 2013A, in the outstanding principal amount of \$1,330,000, dated October 10, 2013 (the "2013A Bonds"), which mature and bear interest as follows:

Maturing		
June 15	Interest	
Of Year	Rate	CUSIP No.
2020	2.450%	079212 W93
2021	2.750	079212 X27
2022	3.000	079212 X35
2023	3.150	079212 X43
2024	3.400	079212 X50
2025	3.550	079212 X68
2026	3.800	079212 X76
	June 15 Of Year 2020 2021 2022 2023 2024 2025	June 15     Interest       Of Year     Rate       2020     2.450%       2021     2.750       2022     3.000       2023     3.150       2024     3.400       2025     3.550

such 2013A Bonds being part of an issue of \$1,715,000 principal amount of General Obligation Refunding Bonds, Series 2013A issued by the City pursuant to an ordinance duly passed and approved by the Mayor and Council of the City. Such 2013A Bonds are redeemable at the option of the City at any time on or after October 10, 2018, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(iii) Various Purpose Bonds, Series 2013B, in the outstanding principal amount of \$1,785,000, dated August 15, 2013 (the "2013B Bonds"), which mature and bear interest as follows:

Maturing		
June 15	Interest	
Of Year	Rate	CUSIP No.
2020	2.150%	079212 V29
2021	2.400	079212 V37
2022	2.700	079212 V45
2023	2.850	079212 V52
2024	3.100	079212 V60
2025	3.300	079212 V78
2026	3.500	079212 V86
2027	3.700	079212 V94
2028	3.850	079212 W28
	June 15 Of Year 2020 2021 2022 2023 2024 2025 2026 2027	June 15         Interest           Of Year         Rate           2020         2.150%           2021         2.400           2022         2.700           2023         2.850           2024         3.100           2025         3.300           2026         3.500           2027         3.700

such 2013B Bonds being part of an issue of \$2,335,000 principal amount of Various Purpose Bonds, Series 2013B issued by the City pursuant to an ordinance duly passed and approved by the Mayor and Council of the City. Such 2013B Bonds are redeemable at the option of the City at any time on or after August 15, 2018, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(iv) General Obligation Bonds, Series 2012, in the outstanding principal amount of \$180,000, dated September 15, 2012 (the "SID 279 2012 Bonds"), which mature and bear interest as follows:

	Maturing	
Principal	September 15	Interest
Amount	Of Year	Rate
\$180,000	2032	3.450%

such bonds being part of an issue of \$210,000 principal amount of General Obligation Bonds, Series 2012, issued by Sanitary and Improvement District No. 279 of Sarpy County, Nebraska (Spring Creek) ("SID 279") pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 279 2012 Resolution"). Such SID 279 2012 Bonds are redeemable at the option of the City at any time on or after September 15, 2017, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 279 has since been annexed by the City and the SID 279 2012 Bonds are valid and legally binding obligations of the City. Such SID 279 2012 Bonds shall be called for redemption on such date determined in a direction for call.

(v) General Obligation Bonds, Series 2014, in the outstanding principal amount of \$220,000, dated February 15, 2014 (the "SID 279 2014 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	February 15	Interest	
<b>Amount</b>	Of Year	Rate	CUSIP No.
\$110,000	2032	3.950%	80379L AA6
110,000	2034	5.150	80379L AB4

such bonds being part of an issue of \$230,000 principal amount of General Obligation Bonds, Series 2014, issued by SID 279 pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 279 2014 Resolution"). Such SID 279 2014 Bonds are redeemable at the option of the City at any time on or after February 15, 2019, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 279 has since been annexed by the City and the SID 279 2014 Bonds are valid and legally binding obligations of the City. Such SID 279 2014 Bonds shall be called for redemption on such date determined in a direction for call.

(vi) General Obligation Bonds, Series 2013, in the outstanding principal amount of \$880,000, dated January 15, 2013 (the "SID 280 2013 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	January 15	Interest	
<b>Amount</b>	Of Year	Rate	CUSIP No.
\$40,000	2020	2.500%	80373L AG9
40,000	2021	2.700	80373L AH7
50,000	2022	3.000	80373L AJ3
50,000	2023	3.200	80373L AK0
50,000	2024	3.300	80373L AL8
50,000	2025	3.350	80373L AM6
60,000	2026	3.400	80373L AN4
60,000	2027	3.450	80373L AP9
70,000	2028	3.500	80373L AQ7
70,000	2029	3.600	80373L AR5

80,000	2030	3.700	80373L AS3
80,000	2031	3.800	80373L AT1
90,000	2032	3.900	80373L AU8
90 000	2033	4.000	80373L AV6

such bonds being part of an issue of \$1,000,000 principal amount of General Obligation Bonds, Series 2013, issued by Sanitary and Improvement District No. 280 of Sarpy County, Nebraska (Kennedy Town Center) ("SID 280") pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 280 2013 Resolution"). Such SID 280 2013 Bonds are redeemable at the option of the City at any time on or after January 15, 2018, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 280 has since been annexed by the City and the SID 280 2013 Bonds are valid and legally binding obligations of the City. Such SID 280 2013 Bonds shall be called for redemption on such date determined in a direction for call.

(vii) General Obligation Refunding Bonds, Series 2014, in the outstanding principal amount of \$2,410,000, dated September 1, 2014 (the "SID 171 2014 Bonds"), which mature and bear interest as follows:

Maturing		
September 1	Interest	
Of Year	Rate	CUSIP No.
2021	2.750%	80378C BM0
2022	3.000	80378C BN8
2023	3.150	80378C BP3
2024	3.300	80378C BQ1
2025	3.400	80378C BR9
2026	3.500	80378C BS7
2027	3.600	80378C BT5
2028	3.750	80378C BU2
2029	3.850	80378C BV0
2032	4.100	80378C BW8
2033	4.150	80378C BX6
2034	4.200	80378C BY4
	September 1 Of Year 2021 2022 2023 2024 2025 2026 2027 2028 2029 2032 2033	September 1         Interest           Of Year         Rate           2021         2.750%           2022         3.000           2023         3.150           2024         3.300           2025         3.400           2026         3.500           2027         3.600           2028         3.750           2029         3.850           2032         4.100           2033         4.150

such bonds being part of an issue of \$3,050,000 principal amount of General Obligation Refunding Bonds, Series 2014, issued by Sanitary and Improvement District No. 171 of Sarpy County, Nebraska (Tregaron) ("SID 171") pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 171 2014 Resolution"). Such SID 171 2014 Bonds are redeemable at the option of the City at any time on or after September 1, 2019, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 171 has since been annexed by the City and the SID 171 2014 Bonds are valid and legally binding obligations of the City. Such SID 171 2014 Bonds shall be called for redemption on such date determined in a direction for call.

(viii) General Obligation Refunding Bonds, Series 2014, in the outstanding principal amount of \$655,000, dated June 1, 2014 (the "SID 182 2014 Bonds"), which mature and bear interest as follows:

	Maturing	
Principal	June 1	Interest

Amount	Of Year	Rate	CUSIP No.
\$20,000	2020	2.650%	80374W AF6
25,000	2021	2.900	80374W AG4
25,000	2022	3.150	80374W AH2
25,000	2023	3.350	80374W AJ8
30,000	2024	3.500	80374W AK5
30,000	2025	3.600	80374W AL3
35,000	2026	3.750	80374W AM1
35,000	2027	3.850	80374W AN9
35,000	2028	3.950	80374W AP4
35,000	2029	4.050	80374W AQ2
40,000	2030	4.150	80374W AR0
40,000	2031	4.250	80374W AS8
40,000	2032	4.300	80374W AT6
40,000	2033	4.400	80374W AU3
200,000	2034	4.450	80374W AV1

such bonds being part of an issue of \$740,000 principal amount of General Obligation Refunding Bonds, Series 2014, issued by Sanitary and Improvement District No. 182 of Sarpy County, Nebraska (370 Pointe) ("SID 182") pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 182 2014 Resolution"). Such SID 182 2014 Bonds are redeemable at the option of the City at any time on or after June 1, 2019, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 182 has since been annexed by the City and the SID 182 2014 Bonds are valid and legally binding obligations of the City. Such SID 182 2014 Bonds shall be called for redemption on such date determined in a direction for call.

(ix) General Obligation Refunding Bonds, Series 2014, in the outstanding principal amount of \$1,080,000, dated June 15, 2014 (the "SID 183 2014 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	June 15	Interest	
<b>Amount</b>	Of Year	Rate	CUSIP No.
\$100,000	2020	2.400%	80380F AV0
110,000	2021	2.700	80380F AW8
120,000	2022	2.900	80380F AX6
130,000	2023	3.150	80380F AY4
140,000	2024	3.250	80380F AZ1
150,000	2025	3.400	80380F BA5
160,000	2026	3.500	80380F BB3
170,000	2027	3.650	80380F BC1

such bonds being part of an issue of \$1,425,000 principal amount of General Obligation Refunding Bonds, Series 2014, issued by Sanitary and Improvement District No. 183 of Sarpy County, Nebraska (Pilgrim's Landing) ("SID 183") pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 183 2014 Resolution"). Such SID 183 2014 Bonds are redeemable at the option of the City at any time on or after June 15, 2019, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 183 has since been annexed by the City and the SID 183 2014 Bonds are valid and legally binding

obligations of the City. Such SID 183 2014 Bonds shall be called for redemption on such date determined in a direction for call.

(x) General Obligation Refunding Bonds, Series 2014, in the outstanding principal amount of \$1,115,000, dated June 1, 2014 (the "SID 197 2014 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	November 1	Interest	
<b>Amount</b>	Of Year	Rate	CUSIP No.
\$105,000	2020	2.650%	80377Y AY8
110,000	2021	2.900	80377Y AZ5
110,000	2022	3.050	80377Y BA9
115,000	2023	3.200	80377Y BB7
125,000	2024	3.350	80377Y BC5
130,000	2025	3.450	80377Y BD3
135,000	2026	3.600	80377Y BE1
140,000	2027	3.750	80377Y BF8
145,000	2028	3.850	80377Y BG6

such bonds being part of an issue of \$1,650,000 principal amount of General Obligation Refunding Bonds, Series 2014, issued by Sanitary and Improvement District No. 197 of Sarpy County, Nebraska (Heartland Hills) ("SID 197") pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 197 2014 Resolution"). Such SID 197 2014 Bonds are redeemable at the option of the City at any time on or after May 1, 2019, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 197 has since been annexed by the City and the SID 197 2014 Bonds are valid and legally binding obligations of the City. Such SID 197 2014 Bonds shall be called for redemption on such date determined in a direction for call.

(xi) General Obligation Refunding Bonds, Series 2014, in the outstanding principal amount of \$1,340,000, dated June 15, 2014 (the "SID 265 2014 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	June 15	Interest	
<b>Amount</b>	Of Year	Rate	CUSIP No.
\$85,000	2020	2.600%	80378M AX5
80,000	2021	2.850	80378M AY3
85,000	2022	3.000	80378M AZ0
90,000	2023	3.300	80378M BA4
95,000	2024	3.400	80378M BB2
100,000	2025	3.550	80378M BC0
100,000	2026	3.650	80378M BD8
110,000	2027	3.750	80378M BE6
110,000	2028	3.850	80378M BF3
115,000	2029	3.950	80378M BG1
180,000	2033	4.250	80378M BH9
190,000	2034	4.300	80378M BJ5

such bonds being part of an issue of \$1,730,000 principal amount of General Obligation Refunding Bonds, Series 2014, issued by Sanitary and Improvement District No. 265 of Sarpy County, Nebraska (Williamsburg) ("SID 265") pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 265 2014 Resolution"). Such SID 265 2014 Bonds are redeemable at the option of the City at any time on or after June 15, 2019, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 265 has since been annexed by the City and the SID 265 2014 Bonds are valid and legally binding obligations of the City. Such SID 265 2014 Bonds shall be called for redemption on such date determined in a direction for call.

(xii) General Obligation Refunding Bonds, Series 2015, in the outstanding principal amount of \$2,000,000, dated February 15, 2015 (the "SID 180 2015 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	February 15	Interest	
Amount	Of Year	Rate	CUSIP No.
\$5,000	2020	2.350%	803760 DX2
640,000	2030	3.500	803760 DY0
665,000	2031	3.600	803760 DZ7
690,000	2032	3.650	803760 EA1

such bonds being part of an issue of \$2,000,000 principal amount of General Obligation Refunding Bonds, Series 2015, issued by Sanitary and Improvement District No. 180 of Sarpy County, Nebraska (Lakewood Villages) ("SID 180") pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 180 2015 Resolution"). Such SID 180 2015 Bonds are redeemable at the option of the City at any time on or after February 15, 2020, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 180 has since been annexed by the City and the SID 180 2015 Bonds are valid and legally binding obligations of the City. Such SID 180 2015 Bonds shall be called for redemption on such date determined in a direction for call.

(xiii) General Obligation Refunding Bonds, Series 2015B, in the outstanding principal amount of \$2,160,000, dated December 15, 2015 (the "SID 180 2015B Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	December 15	Interest	
Amount	Of Year	Rate	CUSIP No.
\$165,000	2020	2.250%	803760 EF0
175,000	2021	2.500	803760 EG8
165,000	2022	2.700	803760 EH6
670,000	2029	3.650	803760 EJ2
70,000	2030	3.750	803760 EK9
70,000	2031	3.800	803760 EL7
70,000	2032	3.900	803760 EM5
775,000	2033	4.000	803760 EN3

such bonds being part of an issue of \$2,900,000 principal amount of General Obligation Refunding Bonds, Series 2015B, issued by SID 180 pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 180 2015B Resolution"). Such SID 180 2015 Bonds are

redeemable at the option of the City at any time on or after December 15, 2020, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 180 has since been annexed by the City and the SID 180 2015B Bonds are valid and legally binding obligations of the City. Such SID 180 2015B Bonds shall be called for redemption on such date determined in a direction for call.

(xiv) General Obligation Refunding Bonds, Series 2017, in the outstanding principal amount of \$2,925,000, dated October 15, 2017 (the "SID 180 2017 Bonds"), which mature and bear interest as follows:

Maturing		
October 15	Interest	
Of Year	Rate	CUSIP No.
2020	1.900%	803760 ER4
2021	2.000	803760 ES2
2022	2.100	803760 ET0
2023	2.250	803760 EU7
2024	2.450	803760 EV5
2025	2.600	803760 EW3
2026	2.750	803760 EX1
2034	3.600	803760 EY9
	October 15 Of Year 2020 2021 2022 2023 2024 2025 2026	October 15         Interest           Of Year         Rate           2020         1.900%           2021         2.000           2022         2.100           2023         2.250           2024         2.450           2025         2.600           2026         2.750

such bonds being part of an issue of \$3,350,000 principal amount of General Obligation Refunding Bonds, Series 2017, issued by SID 180 pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 180 2017 Resolution"). Such SID 180 2017 Bonds are redeemable at the option of the City at any time on or after October 15, 2022, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 180 has since been annexed by the City and the SID 180 2017 Bonds are valid and legally binding obligations of the City. Such SID 180 2017 Bonds shall be called for redemption on such date determined in a direction for call.

(xv) General Obligation Refunding Bonds, Series 2018, in the outstanding principal amount of \$3,700,000, dated December 28, 2018 (the "SID 180 2018 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	December 15	Interest	
Amount	Of Year	Rate	CUSIP No.
\$5,000	2023	3.200%	803760 EZ6
270,000	2025	3.400	803760 FA0
290,000	2026	3.500	803760 FB8
485,000	2027	3.600	803760 FC6
505,000	2028	3.700	803760 FD4
685,000	2035	4.150	803760 FE2
715,000	2036	4.200	803760 FF9
745,000	2037	4.250	803760 FG7

such bonds being part of an issue of \$3,700,000 principal amount of General Obligation Refunding Bonds, Series 2018, issued by SID 180 pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 180 2018 Resolution"). Such SID 180 2019 Bonds are redeemable at the option of the City at any time on or after December 28, 2023, at a redemption

price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 180 has since been annexed by the City and the SID 180 2018 Bonds are valid and legally binding obligations of the City. Such SID 180 2018 Bonds shall be called for redemption on such date determined in a direction for call.

(xvi) General Obligation Refunding Bonds, Series 2015, in the outstanding principal amount of \$3,195,000, dated October 15, 2015 (the "SID 215 2015 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	October 15	Interest	
<u>Amount</u>	Of Year	Rate	CUSIP No.
\$160,000	2020	2.250%	80378L AY5
160,000	2021	2.500	80378L AZ2
165,000	2022	2.750	80378L BA6
170,000	2023	2.900	80378L BB4
175,000	2024	3.050	80378L BC2
180,000	2025	3.200	80378L BD0
185,000	2026	3.300	80378L BE8
190,000	2027	3.400	80378L BF5
200,000	2028	3.500	80378L BG3
205,000	2029	3.600	80378L BH1
215,000	2030	3.700	80378L BJ7
220,000	2031	3.800	80378L BK4
230,000	2032	3.850	80378L BL2
240,000	2033	3.900	80378L BM0
245,000	2034	3.950	80378L BN8
255,000	2035	4.000	80378L BP3

such bonds being part of an issue of \$3,800,000 principal amount of General Obligation Refunding Bonds, Series 2015, issued by Sanitary and Improvement District No. 215 of Sarpy County, Nebraska (Pipers Glen) ("SID 215") pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 215 2015 Resolution"). Such SID 215 2015 Bonds are redeemable at the option of the City at any time on or after October 15, 2020, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 215 has since been annexed by the City and the SID 215 2015 Bonds are valid and legally binding obligations of the City. Such SID 215 2015 Bonds shall be called for redemption on such date determined in a direction for call.

(xvii) General Obligation Bonds, Series 2015, in the outstanding principal amount of \$500,000, dated October 15, 2015 (the "SID 280 2015 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	October 15	Interest	
<b>Amount</b>	Of Year	Rate	CUSIP No.
\$25,000	2020	2.250%	80373L AW4
475,000	2030	4.000	80373L AX2

such bonds being part of an issue of \$500,000 principal amount of General Obligation Bonds, Series 2015, issued by SID 280 pursuant to a bond resolution duly adopted by the Board of Trustees

of the District (the "SID 280 2015 Resolution"). Such SID 280 2015 Bonds are redeemable at the option of the City at any time on or after October 15, 2020, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 280 has since been annexed by the City and the SID 280 2015 Bonds are valid and legally binding obligations of the City. Such SID 280 2015 Bonds shall be called for redemption on such date determined in a direction for call.

(xviii) General Obligation Bonds, Series 2017, in the outstanding principal amount of \$675,000, dated April 17, 2017 (the "SID 280 2017 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	April 15	Interest	
Amount	Of Year	Rate	CUSIP No.
\$5,000	2022	2.750%	80373L AY0
160,000	2034	4.200	80373L AZ7
165,000	2035	4.300	80373L BA1
170,000	2036	4.350	80373L BB9
175,000	2037	4.400	80373L BC7

such bonds being part of an issue of \$675,000 principal amount of General Obligation Bonds, Series 2017, issued by SID 280 pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 280 2017 Resolution"). Such SID 280 2017 Bonds are redeemable at the option of the City at any time on or after April 15, 2022, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 280 has since been annexed by the City and the SID 280 2017 Bonds are valid and legally binding obligations of the City. Such SID 280 2017 Bonds shall be called for redemption on such date determined in a direction for call.

(xix) General Obligation Refunding Bonds, Series 2016, in the outstanding principal amount of \$2,085,000, dated December 15, 2016 (the "SID 171 2016 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	December 15	Interest	
<b>Amount</b>	Of Year	Rate	CUSIP No.
\$225,000	2020	2.000%	80378C CC1
175,000	2021	2.100	80378C CD9
180,000	2022	2.200	80378C CE7
170,000	2023	2.300	80378C CF4
180,000	2024	2.400	80378C CG2
195,000	2025	2.550	80378C CH0
5,000	2028	3.000	80378C CJ6
295,000	2030	3.100	80378C CK3
305,000	2031	3.150	80378C CL1
355,000	2035	3.400	80378C CM9

such bonds being part of an issue of \$2,350,000 principal amount of General Obligation Refunding Bonds, Series 2016, issued by SID 171 pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 171 2016 Resolution"). Such SID 171 2016 Bonds are redeemable at the option of the City at any time on or after December 15, 2021, at a redemption

price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 171 has since been annexed by the City and the SID 171 2016 Bonds are valid and legally binding obligations of the City. Such SID 171 2016 Bonds shall be called for redemption on such date determined in a direction for call.

(xx) General Obligation Refunding Bonds, Series 2016, in the outstanding principal amount of \$1,070,000, dated October 17, 2016 (the "SID 208 2016 Bonds"), which mature and bear interest as follows:

Maturing		
August 15	Interest	
Of Year	Rate	CUSIP No.
2020	1.700%	803765 BK1
2021	1.800	803765 BL9
2022	2.000	803765 BM7
2023	2.150	803765 BN5
2024	2.250	803765 BP0
2025	2.400	803765 BQ8
2026	2.500	803765 BR6
	August 15 Of Year 2020 2021 2022 2023 2024 2025	August 15     Interest       Of Year     Rate       2020     1.700%       2021     1.800       2022     2.000       2023     2.150       2024     2.250       2025     2.400

such bonds being part of an issue of \$1,640,000 principal amount of General Obligation Refunding Bonds, Series 2016, issued by Sanitary and Improvement District No. 208 of Sarpy County, Nebraska (Sunrise) ("SID 208") pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 208 2016 Resolution"). Such SID 208 2016 Bonds are redeemable at the option of the City at any time on or after October 15, 2021, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 208 has since been annexed by the City and the SID 208 2016 Bonds are valid and legally binding obligations of the City. Such SID 208 2016 Bonds shall be called for redemption on such date determined in a direction for call.

(xxi) General Obligation and Refunding Bonds, Series 2016, in the outstanding principal amount of \$290,000, dated July 15, 2016 (the "SID 279 2016 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	July 15	Interest	
<b>Amount</b>	Of Year	Rate	CUSIP No.
\$25,000	2021	1.800%	80379L AC2
80,000	2026	2.400	80379L AD0
95,000	2031	2.950	80379L AE8
90,000	2036	3.300	80379L AF5

such bonds being part of an issue of \$340,000 principal amount of General Obligation Refunding Bonds, Series 2016, issued by SID 279 pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 279 2016 Resolution"). Such SID 279 2016 Bonds are redeemable at the option of the City at any time on or after July 15, 2021, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 279 has since been annexed by the City and the SID 279 2016 Bonds are valid and legally binding obligations of the City. Such SID 279 2016 Bonds shall be called for redemption on such date determined in a direction for call.

(xxii) General Obligation Refunding Bonds, Series 2017, in the outstanding principal amount of \$1,050,000, dated July 15, 2017 (the "SID 186 2017 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	August 15	Interest	
<b>Amount</b>	Of Year	Rate	CUSIP No.
\$120,000	2020	1.900%	80376U BD2
125,000	2021	2.000	80376U BE0
125,000	2022	2.150	80376U BF7
130,000	2023	2.250	80376U BG5
130,000	2024	2.400	80376U BH3
135,000	2025	2.550	80376U BJ9
140,000	2026	2.700	80376U BK6
145,000	2027	2.800	80376U BL4

such bonds being part of an issue of \$1,170,000 principal amount of General Obligation Refunding Bonds, Series 2017, issued by Sanitary and Improvement District No. 186 of Sarpy County, Nebraska (Oakhurst/Oakridge East) ("SID 186") pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 186 2017 Resolution"). Such SID 186 2017 Bonds are redeemable at the option of the City at any time on or after July 15, 2022, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 186 has since been annexed by the City and the SID 186 2017 Bonds are valid and legally binding obligations of the City. Such SID 186 2017 Bonds shall be called for redemption on such date determined in a direction for call.

(xxiii) General Obligation Refunding Bonds, Series 2017, in the outstanding principal amount of \$860,000, dated March 15, 2017 (the "SID 265 2017 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	September 15	Interest	
<b>Amount</b>	Of Year	Rate	CUSIP No.
\$25,000	2021	2.100%	80378M BK2
50,000	2025	2.900	80378M BL0
50,000	2029	3.450	80378M BM8
130,000	2030	3.700	80378M BN6
135,000	2031	3.800	80378M BP1
140,000	2032	3.850	80378M BQ9
160,000	2035	4.100	80378M BR7
170,000	2036	4.150	80378M BS5

such bonds being part of an issue of \$880,000 principal amount of General Obligation Refunding Bonds, Series 2017, issued by SID 265 pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 265 2017 Resolution"). Such SID 265 2017 Bonds are redeemable at the option of the City at any time on or after March 15, 2022, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 265 has since been annexed by the City and the SID 265 2017 Bonds are valid and legally binding obligations of the City. Such SID 265 2017 Bonds shall be called for redemption on such date determined in a direction for call.

(xxiv) General Obligation Refunding Bonds, Series 2018, in the outstanding principal amount of \$1,820,000, dated May 1, 2018 (the "SID 177 2018 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	December 15	Interest	
<b>Amount</b>	Of Year	Rate	CUSIP No.
\$50,000	2020	2.650%	80373T BM8
50,000	2021	2.750	80373T BN6
55,000	2022	2.900	80373T BP1
55,000	2023	3.050	80373T BQ9
55,000	2024	3.150	80373T BR7
55,000	2025	3.300	80373T BS5
60,000	2026	3.400	80373T BT3
60,000	2027	3.550	80373T BU0
65,000	2028	3.600	80373T BV8
65,000	2029	3.650	80373T BW6
70,000	2030	3.700	80373T BX4
70,000	2031	3.750	80373T BY2
75,000	2032	3.800	80373T BZ9
75,000	2033	3.900	80373T CA3
435,000	2038	4.100	80373T CB1
525,000	2043	4.250	80373T CC9

such bonds being part of an issue of \$1,945,000 principal amount of General Obligation Refunding Bonds, Series 2018, issued by Sanitary and Improvement District No. 177 of Sarpy County, Nebraska (Fox Ridge Estates) ("SID 177") pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 177 2018 Resolution"). Such SID 177 2018 Bonds are redeemable at the option of the City at any time on or after May 1, 2023, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 177 has since been annexed by the City and the SID 177 2018 Bonds are valid and legally binding obligations of the City. Such SID 177 2018 Bonds shall be called for redemption on such date determined in a direction for call.

(xxv) General Obligation Refunding Bonds, Series 2018, in the outstanding principal amount of \$745,000, dated October 22, 2018 (the "SID 289 2018 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	October 15	Interest	
<b>Amount</b>	Of Year	Rate	CUSIP No.
\$25,000	2020	2.750%	80378W BN4
30,000	2021	2.850	80378W BP9
30,000	2022	2.950	80378W BQ7
30,000	2023	3.050	80378W BR5
30,000	2024	3.150	80378W BS3
30,000	2025	3.250	80378W BT1
35,000	2026	3.350	80378W BU8
35,000	2027	3.450	80378W BV6
35,000	2028	3.550	80378W BW4
35,000	2029	3.650	80378W BX2

2030	3.700	80378W BY0
2031	3.750	80378W BZ7
2032	3.800	80378W CA1
2033	3.850	80378W CB9
2034	3.900	80378W CC7
2035	3.950	80378W CD5
2036	4.000	80378W CE3
2037	4.050	80378W CF0
2038	4.100	80378W CG8
	2031 2032 2033 2034 2035 2036 2037	2031 3.750 2032 3.800 2033 3.850 2034 3.900 2035 3.950 2036 4.000 2037 4.050

such bonds being part of an issue of \$770,000 principal amount of General Obligation Refunding Bonds, Series 2018, issued by Sanitary and Improvement District No. 289 of Sarpy County, Nebraska (Colonial Pointe at Fairview) ("SID 289") pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 289 2018 Resolution"). Such SID 289 2018 Bonds are redeemable at the option of the City at any time on or after October 15, 2023, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 289 has since been annexed by the City and the SID 289 2018 Bonds are valid and legally binding obligations of the City. Such SID 289 2018 Bonds shall be called for redemption on such date determined in a direction for call.

(xxvi) General Obligation Refunding Bonds, Series 2019, in the outstanding principal amount of \$280,000, dated June 15, 2019 (the "SID 269 2019 Bonds"), which mature and bear interest as follows:

	Maturing		
Principal	December 15	Interest	
<b>Amount</b>	Of Year	Rate	CUSIP No.
\$50,000	2024	2.550%	80373M AD4
65,000	2029	2.850	80373M AE2
75,000	2034	3.200	80373M AF9
90,000	2039	3.600	80373M AG7

such bonds being part of an issue of \$280,000 principal amount of General Obligation Refunding Bonds, Series 2019, issued by Sanitary and Improvement District No. 269 of Sarpy County, Nebraska (Orchard Valley) ("SID 269") pursuant to a bond resolution duly adopted by the Board of Trustees of the District (the "SID 269 2019 Resolution"). Such SID 269 2019 Bonds are redeemable at the option of the City at any time on or after June 15, 2024, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. SID 269 has since been annexed by the City and the SID 269 2019 Bonds are valid and legally binding obligations of the City. Such SID 269 2019 Bonds shall be called for redemption on such date determined in a direction for call.

(b) (i) All of the 2013 Bonds, 2013A Bonds, 2013B Bonds, SID 279 2012 Bonds, SID 279 2014 Bonds, SID 280 2013 Bonds, SID 171 2014 Bonds, SID 182 2014 Bonds, SID 183 2014 Bonds, SID 197 2014 Bonds, SID 265 2014 Bonds, SID 180 2015 Bonds, SID 180 2015B Bonds, SID 180 2017 Bonds, SID 180 2018 Bonds Date, SID 215 2015 Bonds, SID 280 2015 Bonds, SID 280 2017 Bonds, SID 171 2016 Bonds, SID 208 2016 Bonds, SID 279 2016 Bonds, SID 186 2017 Bonds, SID 265 2017 Bonds, SID 177 2018 Bonds, SID 289 2018 Bonds and the SID 269 2019 Bonds, (collectively, the "Outstanding Bonds") are valid, interest bearing obligations of the City; (ii) since the Outstanding Bonds were issued, the rates of interest available in the market have so declined that by issuing its refunding bonds to provide funds for the payment and redemption of a portion of the Outstanding Bonds, all as set out above, a substantial savings in

the amount of yearly running interest will be made to the City; (iii) all or a portion of the Outstanding Bonds (as called for redemption, collectively, the "Refunded Bonds") are herein authorized to be called for redemption on a date or dates (each a "Redemption Date") to be determined in the Designation (defined herein); (iv) for the purpose of providing for the payment and redemption of the Refunded Bonds as above set out and to pay costs of issuance thereof, it is in the best interest of the City to issue general obligation refunding bonds of the City, in one or more series, in the aggregate stated principal amount of not to exceed \$3,200,000 (the "Bonds"); and (v) except as set forth herein, the City has no bond sinking funds on hand for the retirement of the Refunded Bonds not required for the timely payment of principal and interest due on the Redemption Date.

**Section 3.** Section 2 of the Bond Ordinance is hereby repealed and replaced with the following:

- Section 2. (a) The Mayor and Council further find and determine that (a) it is necessary, desirable, advisable and in the best interest of the City to provide for the payment and redemption of the Refunded Bonds; and, (b) all conditions, acts and things required by law to exist or to be done precedent to the issuance of the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$36,500,000 pursuant to Section 10-142, Reissue Revised Statutes of Nebraska, as amended, and other applicable statutes, do exist and have been done as required by law. To provide funds for the purpose of refunding the Refunded Bonds as set out in Sections 1 and 2 hereof, there shall be and there are hereby ordered issued the General Obligation Refunding Bonds of the City, in one or more series, in the aggregate stated principal amount of not to exceed Thirty-six Million Five Hundred Thousand Dollars (\$36,500,000.
- The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the "Underwriter"). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), (i) the aggregate purchase price of the Bonds, and the underwriting discount or fee which shall not exceed 0.95% of the aggregate stated principal amount of such Bonds issued with tax-exempt interest and 1.35% of the aggregate stated principal amount of such Bonds issued with taxable interest, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate stated principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$36,500,000, and the final maturity date, which shall not be later than December 15, 2036, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity, provided that the aggregate present value savings results from refunding the Refunded Bonds, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity, (x) whether each series of the Bonds will be issued with interest which is excludable from gross income for federal income tax purposes, and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.
- (c) The Authorized Officers, or each individually, are hereby authorized to irrevocably call any or all of the Outstanding Bonds for redemption on such date or dates he or she determines

appropriate, which date or dates shall each be a Redemption Date hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be, the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds and to take any and all other actions and approve and execute any and all other documents as deemed by them necessary or appropriate in connection with the redemption of the Refunded Bonds on the Redemption Date.

**Section 4.** Section 14 of the Bond Ordinance is hereby repealed and replaced with the following:

Section 14. The City hereby covenants and agrees that it will make no use of the proceeds of Bonds issued with interest which is excludable from gross income for federal income tax purposes (the "Tax-Exempt Bonds") which would cause the Tax-Exempt Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Tax-Exempt Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Tax-Exempt Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code.

**Section 5.** The provisions of the Bond Ordinance are hereby confirmed in all respects, except to the extent modified or amended by the terms of this ordinance.

**Section 6.** This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED this 5th day of November, 2019.

ATTEST:	Rusty Hike, Mayor	
Susan Kluthe, City Clerk		
[SEAL]		

### 13c. 11/5/19

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

COUNCIL MEETING DATE: 11/0:	5/2019 SUBMI	TTED BY: Rich Seversor	1	Finance Director				
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATI	ON 🗸			
LIQUOR LICENSE [		ORDINANCE	<b>/</b>	PUBLIC HEARING	<b>✓</b>			
RESOLUTION [		CURRENT BUSINESS		OTHER				
SUBJECT:				· · · · · · · · · · · · · · · · · · ·				
Ordinance No. 3983 authoroutstanding Convention Co		ing of the Bellevue	e City Municipa	al Building Corporation's	(BCMCB)			
SYNPOSIS/BACKGROUND:								
savings. The financing structure lowered through this refunding.	e will remain the ellevue City Mo maining princip eads in the taxal	te same as it is currentl unicipal Building Corp pal balance of the Serie ble bond market, the o	y, but because of I poration, had previous 2016 issue is \$6, poportunity exists to	ously issued \$7,375,000 of Ta ,850,000. The average intere	bligation will be axable Building Bonds st rate of these bonds is			
FISCAL IMPACT:: Net \$-0-	BU	DGETED FUNDS?: NC	)	GRANT/MATCHING FUNDS?	NO			
TRACKING INFORMATION FOR C	ONTRACTS ANI	O PROJECTS:						
IS THIS A CONTRACT?: YES		COUNTER-PARTY:	BCMBC	INTERLOCAL AGREE	MENT: NO			
CONTRACT DESCRIPTION:		-						
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE	3:			
PROJECT NAME: BCMBC	PROJECT NAME: BCMBC Second Addendum to Lease-Purchase Agreement							
START DATE: EN	D DATE:	PAYMENT D	DATE:	INSURANCE REQUIRE	D: NO			
CIP PROJECT NAME:		CIP PROJEC	Γ NAME:					
STREET DISTRICT NAME (S):		STREET DIS	TRICT NUMBER (S)	2	i			
ACCOUNTING DISTRUBUTION O	CODE:	ACCOUNT N	IUMBER:					
RECOMMENDATION:					76			
Approve Ordinance No. 3	983 authori	zing refunding of	Convention Ce	enter Bonds.				
ATTACHMENTS:								
1. Ordinance No. 3983		Trust Indenture		3. Second Addendum to Lo	ease-Purchase Agreement			
4.		5.		6.				
SIGNATURES:		A Pinn Hall	dr. P					
LEGAL APPROVAL AS TO FORM:								
FINANCE APPROVAL AS TO FORM	i:	The L	51/4	a				
ADMINISTRATOR APPROVAL AS TO FORM:								

#### **ORDINANCE NO. 3983**

AN **AUTHORIZING** THE APPROVAL **OF** REFUNDING ORDINANCE **BONDS** (CONVENTION CENTER PROJECT), TAXABLE SERIES 2019, OF THE BELLEVUE CITY MUNICIPAL BUILDING CORPORATION IN ONE OR MORE SERIES IN AN AGGREGATE STATED PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION DOLLARS (\$7,000,000); AUTHORIZING APPROVAL OF ONE OR MORE BOND PURCHASE AGREEMENTS PROVIDING FOR THE SALE OF THE BONDS TO THE UNDERWRITER; AUTHORIZING ADDENDA TO A LEASE-PURCHASE AGREEMENT WITH THE BELLEVUE CITY MUNICIPAL BUILDING CORPORATION; AUTHORIZING THE DEFEASANCE AND REDEMPTION OF THE CORPORATION'S BUILDING BONDS (CONVENTION CENTER PROJECT), TAXABLE SERIES 2016; AUTHORIZING THE APPROVAL AND EXECUTION OF DOCUMENTS WITH RESPECT TO SAID LEASE-PURCHASE AGREEMENT AND BONDS; AND PROVIDING FOR THE PUBLISHING OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Mayor and Council of the City of Bellevue, Nebraska do hereby find and determine as follows: (a) That the City authorized the formation of the Bellevue City Municipal Building Corporation (the "Corporation") for the purpose of acquiring and developing real property; (b) that it is necessary for the City to acquire real estate on which a convention center and events facility and related facilities and improvements have been constructed (the "Project") which Project is used for public purposes; (c) the City and the Corporation have entered into a Lease-Purchase Agreement (the "Lease-Purchase Agreement") in connection with such acquisition and construction; (d) that the cost of the Project and the Lease-Purchase Agreement have been approved and are hereby reaffirmed; (e) that to finance the costs of the Project the Corporation has previously issued \$7,375,000 original stated principal amount of Building Bonds (Convention Center Project), Taxable Series 2016, date of original issue -June 1, 2016 (the "2016 Bonds") pursuant to a trust indenture dated as of June 1, 2016 between the Corporation and BOKF, National Association, Lincoln, Nebraska, and a First Addendum to Lease-Purchase Agreement (the "First Addendum") dated as of June 1, 2016 between the City and the Corporation; that the 2016 Bonds remain outstanding in the principal amount of \$7,075,000 and that since the issuance of the 2016 Bonds rates of interest have declined so that savings in interest cost may be realized by defeasing and redeeming the 2016 Bonds through the issuance of refunding bonds.

Section 2. The Mayor and Council approve and reaffirm the formation of the Corporation in part for the purpose of issuing bonds in one or more series, to finance and refinance the acquisition, construction and equipping of a portion of the Project, and leasing the Project to the City. The Mayor and Council do further find and determine that the City shall provide for the financing and refinancing of the Project as approved in Section 1 hereof and in accordance with Section 19-2421, R.R.S. Neb. 2012 and that the approval of documents for such financings and their execution should be authorized.

Section 3. The City shall enter into a Second Addendum to Lease-Purchase Agreement (the "Second Addendum") with the Corporation whereby the Corporation will issue bonds to refinance the 2016 Bonds and acquire the Project referred to and as described in Sections 1 and 2 hereof, which Second

Addendum shall be in substantially the form presented to this meeting and which is hereby approved subject to review and approval of the same by the City Attorney, with such changes and modifications to the Second Addendum as the Mayor, City Administrator and Finance Director (each, an "Authorized Officer") may deem necessary, desirable or appropriate. The parcel or parcels of real estate upon which the Project is located are as described in the Lease-Purchase Agreement.

Section 4. The Authorized Officers are hereby authorized and directed to execute and deliver on behalf of the City the Second Addendum, including necessary counterparts and other related documentation, in such form and with such changes and modifications therein as to them seem necessary, desirable or appropriate for and on behalf of the City of Bellevue and to affix the seal of the City thereto, and said Mayor and City Clerk are further authorized and directed to execute and deliver all such documents or certificates and do all other things necessary or appropriate to carry out the Lease-Purchase Agreement, the First Addendum, the Second Addendum and any additional Addenda to Lease-Purchase Agreement.

Section 5. The Mayor and Council of the City of Bellevue, Nebraska, do hereby approve the execution and delivery of a Trust Indenture and Security Agreement (the "Indenture") in substantially the form presented to this meeting between said Corporation and BOKF, National Association, Lincoln, Nebraska, as Trustee, under which Refunding Bonds (Convention Center Project), Taxable Series 2019, in one or more series in the aggregate stated principal amount of up to \$7,000,000 (the "Bonds") are to be issued and the Mayor and Council of the City of Bellevue do hereby approve the issuance of the Bonds in one or more series in the aggregate stated principal amount of up to \$7,000,000 bearing interest as determined in accordance with this Section 5 and as shall be set forth in said Indenture and the sale of said bonds to an underwriter (the "Underwriter") as determined by one or more Authorized Officers, pursuant to a Bond Purchase Agreement related to each such series of the Bonds. The Authorized Officers are hereby authorized to approve, execute and deliver a Bond Purchase Agreement for each such series of Bonds and the Indenture, including supplements, with any changes as shall be deemed appropriate by them, for and on behalf of the City.

The Authorized Officers or each individually, are hereby authorized to, from time to time, designate, set, specify, determine establish and appoint, as the case may be, the final terms of the Second Addendum, the Indenture and the Bonds as such Authorized Officer, or one or more of them, shall deem appropriate, provided that: (a) the stated principal amount of the Bonds shall not exceed \$7,000,000, (b) the rate or rates of interest to be carried shall result in (i) a true interest cost of not to exceed 3.50% and (ii) at least 8.00% present value savings of the Bonds over the 2016 Bonds being refunded, (c) the purchase price of the Bonds shall include an underwriter's fee or discount of not to exceed 1.35% of the stated principal amount of the Bonds and (d) the final maturity date of the Bonds shall not be later than December 15, 2035. The Bonds shall be issued and secured pursuant to the Indenture hereinafter approved. The Bonds shall be dated the date of delivery thereof and shall mature and bear interest, shall be in such denominations, shall be in such forms, shall be subject to redemption prior to maturity, shall have such other terms and provisions, and shall be issued, executed and delivered in such manner subject to such provisions, covenants and agreements, as are set forth in the Indenture.

The Authorized Officers are hereby further authorized to direct the call of all or a portion of the 2016 Bonds for redemption on such date or dates as determined by an Authorized Officer, or any such later date as determined appropriate by an Authorized Officer. Such Authorized Officers, or any one or more of them, are authorized to designate, set, specify, determine establish and appoint, as the case may be, (a) the date on and terms by which all or a portion of the 2016 Bonds shall be redeemed, (b) the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to redemption and payment of any of the 2016 Bonds called for redemption, (c) the form, content, terms, and provisions of any escrow agreement and/or other documentation executed and delivered by the City and/or the Corporation in connection with the redemption of the 2016 Bonds as called for redemption.

Section 6. The Preliminary Official Statement for the Bonds is hereby authorized and approved in substantially the form presented herewith, with such changes therein and additions thereto as may be deemed approved by an Authorized Officer. An Authorized Officer is further authorized to approve and deem final the preliminary Official Statement and final Official Statement and to distribute such documents to investors and the public. All officers of the City, or any one of them, are hereby authorized and directed to approve, execute and deliver a Continuing Disclosure Undertaking on behalf of the City in order to permit the Underwriter to comply with its obligations under Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

Section 7. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the City hereby (1) authorizes and directs all of the officers, employees, and agents of the City to carry out, or cause to be carried out, and to perform such obligations of the City and such other actions as they or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with (a) this ordinance; (b) the execution and delivery of the Lease-Purchase Agreement, the Second Addendum to Lease-Purchase Agreement and any additional Addendum to Lease-Purchase Agreement; (c) the issuance, sale, and delivery of the Bonds and the redemption and defeasance of the 2016 Bonds, including, without limitation and whenever appropriate, the execution and delivery thereof and of all other related documents, instruments, certifications, and opinions; and (2) delegates, authorizes, and directs the Authorized Officers the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form, and contents of each of the foregoing. The execution and delivery by the Authorized Officers and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the City and the authorization, approval, and ratification by the City of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 8. If any one or more of the provisions of this ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this ordinance and under any applicable provisions of law. If any provisions of this ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other

case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 9. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED this 5th day of November, 2019.

ATTEST:		<del></del>	Mayor
-	City Clerk		
(SEAL)			

I, the undersigned, City Clerk, of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on November 5, 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 agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda 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 from which the foregoing proceedings have been extracted 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 and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

City Clerk	-
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#### TRUST INDENTURE AND SECURITY AGREEMENT

THIS TRUST INDENTURE AND SECURITY AGREEMENT made and entered into as of the
day of, 2019, by and between BELLEVUE CITY MUNICIPAL BUILDING
CORPORATION, a Nebraska nonprofit corporation (the "Corporation"), and BOKF, Nationa
Association, Lincoln, Nebraska, a Nebraska banking organization authorized to accept, administer and
execute trusts of the character herein set out, with its principal office and post office address in Lincoln
Nebraska, as Trustee (the "Trustee").

#### WITNESSETH:

WHEREAS, the Corporation, as Lessor, has entered into a Lease-Purchase Agreement, dated as of December 23, 2014, as amended by that First Addendum to Lease-Purchase Agreement dated as of June 1, 2016, and as further amended by that Second Addendum to Lease-Purchase Agreement dated as of ______, 2019, with the City of Bellevue, Nebraska, in the County of Sarpy, in the State of Nebraska (hereinafter sometimes referred to as the "City"), as Lessee, under which the Corporation has leased to the City the Project as defined in Article I hereof and described in greater detail on Exhibit A hereto attached;

WHEREAS, in order to obtain funds to pay and redeem indebtedness originally incurred for the acquisition of the Project, it is necessary for the Corporation to issue its bonds in the amount of _______ Dollars (\$_______), said bonds to be paid out of and secured by a pledge of the rentals to become due under said Lease-Purchase Agreement, and the Trustee has agreed to act as Trustee under this Trust Indenture and Security Agreement for the holders of the bonds issued as hereinafter provided;

#### NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Corporation, in consideration of the premises and acceptance by the Trustee of the trust hereby created and of the purchase and acceptance of the bonds by the holders thereof and of the sum of One Dollar (\$1.00) in lawful money of the United States of America to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the bonds issued as herein provided according to their tenor and all the covenants expressed or implied herein and in the bonds, does hereby grant, grant security interest in, bargain, sell, assign, convey and pledge unto BOKF, National Association, Lincoln, Nebraska, as Trustee, and unto its successors in trust, and to them and their assigns forever, for the securing of the performance of the obligations of the Corporation hereinafter set forth, the following:

- 1. The Project, including all right, title and interest of the Corporation in the real estate described on Exhibit A hereto attached (now or hereafter acquired) and all buildings and improvements now or hereafter located thereon and all easement rights, rights with respect to buildings, equipment and facilities included therein or as a part thereof, together with all tenements, hereditaments, appurtenances, rights, privileges and immunities thereto belonging or appertaining;
- 2. All revenues and income derived by the Corporation from the Project, including without limitation, all rentals received by the Corporation from the leasing of the Project, and in particular the rentals and profits payable under the Lease-Purchase Agreement by and between the Corporation as Lessor and the City as Lessee (hereinafter more specifically identified) and pursuant to the terms of which basic rentals are to be forwarded directly to the Trustee for the account of the Corporation and deposited in the account of the Corporation herein designated "Bond Fund";

3. Any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Corporation or by anyone in its behalf (or with its written consent) to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its respective successors in said trust and to them and their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all holders of bonds issued under and secured by this Trust Indenture and Security Agreement without privilege, priority or distinction as to the lien or otherwise of any of said bonds or interest thereon over any of the other said bonds or interest thereon.

PROVIDED, HOWEVER, that if the Corporation, its successors or assigns shall well and truly pay, or cause to be paid, the principal of the bonds and interest due thereon, at the times and in the manner mentioned in the bonds, according to the true intent and meaning thereof, and shall make the payments into the Bond Fund as required under Article VI hereof and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Trust Indenture and Security Agreement to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Trust Indenture and Security Agreement and the rights hereby granted shall cease, determine and be void; otherwise this Trust Indenture and Security Agreement to remain in full force and effect;

THIS TRUST INDENTURE AND SECURITY AGREEMENT FURTHER WITNESSETH: That all bonds issued hereunder are to be issued, authenticated and delivered, and all said revenues, income and other property hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, trusts, uses and purposes hereinafter expressed, and the Corporation has agreed and covenanted and does hereby agree and covenant with the Trustee and with the respective owners, from time to time, of the bonds, as follows:

### ARTICLE I DEFINITIONS

Section 1. In addition to the words and terms elsewhere defined in this Trust Indenture, the following words and terms as used in this Trust Indenture shall have the following meanings, unless the contest or use indicates another or different meaning or intent:

"bond" or "bonds" - any bond or bonds issued pursuant to, in accordance with and secured by this Indenture.

"Bond Fund" - the Fund created by Article VI of this Indenture into which the funds specified in Article VI are to be deposited.

"bonds issued" or "Building Bonds" or "Bonds" – the 2016 Bonds, the 2019 Bonds and any Completion Bonds.

"2016 Bonds" - the \$7,375,000 of Building Bonds (Convention Center Project), Taxable Series 2016, date of original issue June 1, 2016, which 2016 Bonds are being defeased and redeemed by the 2019 Bonds.

"2019 Bonds" – the \$_____ of Refunding Bonds (Convention Center Project), Taxable Series 2019, date of original issue - _____, 2019, issued hereunder.

"City"- the City of Bellevue, Nebraska, in the County of Sarpy, in the State of Nebraska.

"Corporation" - Bellevue City Municipal Building Corporation, a Nebraska not for profit Corporation.

"Completion Bonds" – any bond or bonds issued pursuant to, in accordance with and secured by a supplement to this Indenture and as authorized pursuant to Section XII herein.

"Escrow Fund" - the fund created by Article V of this Indenture into which the proceeds of the sale of the 2019 Bonds shall be deposited and out of which the disbursements are to be made in the manner and for the purpose specified in Article V of the Indenture.

"Lease-Purchase Agreement" - the Lease-Purchase Agreement related to the Project, including addenda, executed by and on behalf of the City, as Lessee, with the Corporation, as Lessor, which Lease-Purchase Agreement is dated as of December 23, 2014, and pertains to the Project.

"outstanding hereunder" or "bonds outstanding hereunder"- all bonds which have been authenticated, issued and delivered under this Indenture except:

- a) bonds cancelled because of payment;
- b) bonds for the payment of which cash funds or Government Securities shall have been theretofore deposited with the Trustee, whether upon or prior to the maturity date of any of said bonds; and
- c) bonds in lieu of which other bonds have been authenticated as provided under Article II hereof.

"Project"- the construction of a convention center facility to be used for public purposes as specified by the City, including the Corporation's interest under the Lease-Purchase Agreement in the real estate described as set forth on Exhibit A attached hereto.

"Site" shall mean the real estate for the Project as described above in which real estate the Lessor shall have such easement rights as are specified in Article I hereof.

"Trustee" shall mean BOKF, National Association, Lincoln, Nebraska, as Trustee under the Indenture and any successor or successors as such Trustee under the Indenture.

### ARTICLE II ISSUANCE OF BONDS

Section 1. 2019 Bonds in the aggregate principal amount of \$ evidencing interest in the lease-purchase rentals to be paid by the City under the Lease-Purchase Agreement shall be issued by the Corporation as soon as possible on or following the date of execution of this Trust Indenture. Said 2019 Bonds shall be delivered to Piper Jaffray & Co., as the underwriter, upon payment for said bonds of the purchase price of \$ which purchase price takes into account underwriter's discount of \$ and accrued interest from, 2019, if any. The proceeds received for the 2019 Bonds shall be delivered to the Trustee, and by the Trustee be deposited into the Escrow Fund for disbursement as provided in Article V hereof.
Section 2. Each of the 2019 Bonds shall be dated as of, 2019, and shall be numbered as they shall appear on the books and records of the Trustee, shall be issued in denominations of \$5,000 each or integral multiples thereof, in fully registered form and shall bear interest and become due and payable as follows:
Due December 15 of Year Principal Amount Interest Rate
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
Interest on the 2019 Bonds shall be payable semiannually on June 15 and December 15 of each year starting , 2020. Payments of interest due on the 2019 Bonds prior to maturity or redemption
starting, 2020. Payments of interest due on the 2019 Bonds prior to maturity or redemption

Interest on the 2019 Bonds shall be payable semiannually on June 15 and December 15 of each year, starting _______, 2020. Payments of interest due on the 2019 Bonds prior to maturity or redemption shall be made by the Trustee by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond at such registered owner's registered address as shown as of the appropriate record date on the books of registration maintained by the Trustee. The record date for payments due each June 15 and December 15 shall be the close of business on the fifteenth day immediately preceding such payment dates. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Trustee to the registered owners upon presentation and surrender of each Bond to the Trustee, subject to the provision of Section 4 of this Article II.

Section 3. The Corporation and the Trustee may treat the registered owner of each Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the Corporation nor the Trustee shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on

account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the Trustee in respect of the liability upon the Bond or claims for interest to the extent of the sum or sums so paid.

Section 4. The Bonds shall be executed on behalf of the Corporation by being signed by the President and the Secretary, both of which signatures may be facsimile signatures, and shall have the seal of the Corporation impressed on each bond. The Trustee shall register each bond in the name of its initial registered owner as designated by the initial purchaser. Each Bond shall be authenticated on behalf of the Corporation by the Trustee. The Bonds shall be issued initially as "book-entry only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers of the City and Corporation are authorized to execute and deliver a letter of representations (the "Letter of Representations") in the form required by the Depository (including any blanket letter previously executed and delivered), for and on behalf of the Corporation, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the bonds. Upon issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

- (a) The City, Corporation and the Trustee shall have no responsibility or obligation to any broker-dealer, bank or other securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the bonds are in book-entry form (each a "Beneficial Owner") with respect to the following:
  - (i) the accuracy of the records of the Depository or any Bond Participant with respect to any ownership interest in the bonds;
  - (ii) the delivery to any Bond Participant, any Beneficial Owner or any other persons, other than the Depository, of any notice with respect to the bonds, including any notice of redemption; or
  - (iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Trustee and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.
- (b) Upon receipt by the Trustee of written notice from the Depository to the effect that the Depository is unable to or unwilling to discharge its responsibilities, the Trustee shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Trustee to do so, the Trustee will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the Corporation and the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such bonds shall designate.
- (c) If the City or Corporation determine that it is desirable that certificates representing the Bonds be delivered to the ultimate Beneficial Owners of the Bonds and so notifies the Trustee in writing, the Trustee shall so notify the Depository, whereupon the depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds.

In such event, the Trustee shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

- (d) Notwithstanding any other provision of this Indenture to the contrary, so long as any bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.
- (e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Trustee, and the Bonds may be delivered in physical form to the following:
  - (i) any successor securities depository or its nominee; or
  - (ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.
- (f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Indenture, the books and records of the Trustee shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the Corporation (at the request of the City) of book-entry-only form, the Corporation shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Trustee for issuance of replacement bond certificates upon transfer or partial redemption, the Corporation agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such bond (including any bond certificates delivered to the Trustee for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the Corporation until authenticated by the Trustee.

Section 5. Said 2019 Bonds shall be in substantially the following form:

# UNITED STATES OF AMERICA STATE OF NEBRASKA - COUNTY OF SARPY BELLEVUE CITY MUNICIPAL BUILDING CORPORATION

### MUNICIPAL BUILDING CORPORATION (A Nebraska Not-for-Profit Corporation)

#### REFUNDING BOND (CONVENTION CENTER PROJECT), TAXABLE SERIES 2019

Bond No.			\$
Interest Rate%	Maturity Date, 20	Date of Original Issue, 2019	CUSIP No.
Registered Owner:			
Principal Amount:			
Corporation, a Nebraska No laws of the State of Nebrask to pay to the registered or above, in lawful money of interest thereon from the da maturity (or earlier redempt 15 of each year, commencinterest shall be computed principal hereof is payable office of BOKF, National abond will be paid on each It owner of this bond as shown on the fifteenth day immedion such books and records. thereto as of the record daregistered owner of the bor	ot-for-Profit Corporation (to ka, hereby acknowledges in ka, hereby acknowledges in ka, hereby acknowledges in ka, hereby acknowledges in the United States of Amete of original issue or most it is a sum of the of original issue or most it is a sum of the original issue or most it is a sum of the per annum of the per annum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-d upon presentation and sum of the basis of a 360-	ENTS: That the Bellevue Cithe "Corporation"), organized itself to owe and for value recregistered assigns, the principal recent interest payment date a specified above, payable on ach of said dates an "Interest lay year consisting of twelve arrender of this bond at the process of the control of the contro	and existing under the eived hereby promises sipal amount specified specified above with a
\$ of even date issued for the purpose of of Building Bonds (Convention (the "2016 Bonds"), which facility to be used for pubpursuant to a Lease-Purcha December 23, 2014, as amount 2016 and further amended 2019 (together, the "Lease-Agreement. Bonds of this is Lease-Purchase Agreement, Security Agreement, dated as the same of the same o	and like tenor except as to defeasing and redeeming and Center Project), Taxabl 2016 Bonds were issued plic purposes (the "Project ase Agreement by and be ended by a First Addendum by a Second Addendum to Purchase Agreement"), for issue are to be paid out of which rentals have been as of 2019, (	egistered bonds of the total of denomination, date of matur \$ principal amount e Series 2016, date of original for the purpose of constructing the purpose of the City and the Common Lease-Purchase Agreement for use by the City pursuant of fixed rentals payable by the assigned to the Trustee under the "Trust Indenture") between the purpose of the purpose of the purpose of the city pursuant of the purpose of the city pursuant of the purpose of the purpose of the city pursuant of the purpose of the city pursuant of the purpose of the p	rity and rate of interest t of the Corporation's il issue – June 1, 2016 ag a convention center be leased to the City reporation, dated as of ent dated as of June 1, dated as of, to the Lease-Purchase e City pursuant to the a Trust Indenture and en the Corporation and

the owners of the bonds of this issue. Said rents are sufficient in amount to pay principal of and interest on the bonds of this issue. Said Lease-Purchase Agreement provides among other things, that the basic rent payable by the City shall be net to the Corporation. That the City shall maintain the land and that loss or damage thereto shall not reduce the rent payable by the City.

The bonds are subject to optional redemption, in accordance with said Trust Indenture at any time on or after ______, 2024, at the principal amount thereof plus accrued interest to date fixed for redemption with no redemption premium.

In addition, the Bonds shall be subject to mandatory sinking fund redemption payments (with bonds being redeemed at par plus accrued interest) as follows:

\$ Principal Maturing December 15, 20
\$ to be called December 15, 20
\$ to be called December 15, 20
\$ to be called December 15, 20_
\$ to be called December 15, 20
\$ maturing December 15, 20_

Notice of any such redemption shall be given by mail as provided in the Trust Indenture. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof. Any bond redeemed in part only shall be surrendered to the Trustee in exchange for a new bond or bonds evidencing the unredeemed principal thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the principal corporate trust office of the Trustee upon surrender and cancellation of this bond and thereupon a new bond or bonds in the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Trust Indenture authorizing said issue of bonds subject to the limitations therein prescribed. The Corporation, the Trustee and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond is overdue or not.

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

AS PROVIDED IN THE TRUST INDENTURE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSORS SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE INDENTURE "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISION OF THE TRUST INDENTURE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER THEREOF TO THE TRUSTEE. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF, OUTSTANDING AND UNPAID SHALL FOR ALL

PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE TRUST INDENTURE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE TRUSTEE FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN A NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This bond shall not be valid and binding on the Corporation until authenticated by the Trustee.

IN WITNESS WHEREOF, the undersigned Corporation has caused the bond to be executed by being signed by the facsimile signatures of its President and attested by a Director and its Corporate seal affixed hereto, all as of the date of original issue shown above.

	BELLEVUE CITY MUNICIPAL BUILDING CORPORATION
ATTEST:	By:(Do Not Sign) President
(Do Not Sign) Director	
(SEAL)	
CERTIFICATE OF A	UTHENTICATION
•	Trust Indenture and Security Agreement dated as of City Municipal Building Corporation and the
	BOKF, National Association, Lincoln, Nebraska
	By:Authorized Officer
	Authorized Officer

#### (FORM OF ASSIGNMENT)

For	value	received				h	ereby	sells,	assigns	s and	transfe	rs unto
			the	within	bond	and	hereby	irrev	ocably	constitutes	s and	appoints
			, Attorr	ney, to tr	ansfer t	he sau	me on th	ne book	s of regi	stration in	the off	ice of the
withi	n mentic	ned Trustee	with fu	ll power	of subs	titutio	n in the	premise	es.			
				_								
							Date:					
							-		Registe	ered Own	er	

Note: The signature(s) of this assignment MUST CORRESPOND with the name as written on the face of the within bond in every particular without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 7. In case any Bond shall become mutilated or destroyed or lost, the Corporation shall, if not then prohibited by law, cause to be executed, and the Trustee may authenticate and deliver a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such lost Bond, upon the holder paying the reasonable expenses and charges of the Trustee in connection therewith, and, in case of a Bond destroyed or lost, the filing with the Trustee of evidence satisfactory to it that such Bond was destroyed or lost, and of such holder's ownership thereof, and furnishing the Trustee with indemnity satisfactory to it.

Section 8. The Trustee shall keep books for the registration and for the transfer of ownership of the Bonds issued hereunder. The ownership of each Bond shall be registered as to both principal and interest on such books kept by the Trustee, and the Trustee shall also make notation of the ownership registration on each Bond. The transfer of ownership of any Bond may be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to the Trustee, such registration or transfer to be made on such books and endorsed on each Bond by the Trustee. Principal and interest payable on any Bond shall be payable only to the registered owner or such registered owner's legal representative, neither the Corporation nor the Trustee shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments to the registered owner or such owner's legal representative shall be valid and effectual to satisfy and discharge the liability of the Corporation, the City and the Trustee to the extent of the sum or sums so paid. No charge shall be made to any bond holder for the registration of transfer of any bond but any holder requesting registration of transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The Trustee shall not be required to transfer any bond during any period from any record date until its immediately following interest payment date or to transfer any bond during any period from any record date until its immediately following interest payment date or to transfer any bond called for redemption for a period of thirty days next preceding the date fixed for redemption prior to maturity.

Section 9. The officers and directors of the Corporation, in their capacities as individuals, shall have no pecuniary responsibility under this Indenture with respect to the Bonds or otherwise. Each purchaser or holder of a Bond by the purchase and acceptance hereof shall be conclusively deemed to have waived any and all claim with respect to such officers and directors relating to the Bonds, it being understood that the Bonds are the obligations of the Corporation payable from the property securing the Bonds under the terms of this Indenture and payments due from the City under the Lease-Purchase Agreement.

## ARTICLE III PAYMENT OF 2019 BONDS EARLY REDEMPTION

Section 1. The payments of principal and interest on the 2019 Bonds coincide in amount with the lease-purchase rental payments due from the City under the Lease-Purchase Agreement. Upon receipt of each lease rental payment, the Trustee shall distribute funds received to the holders of the bonds in the amounts of principal and interest as evidenced by each bond. By these presents the Corporation hereby assigns to the Trustee all of its right, title and interest in and to the Lease-Purchase Agreement and the right to receive all lease-purchase rental payments thereunder. The Corporation hereby directs the City to make payments to the Trustee and further directs the Trustee to make payments from basic lease-purchase rental payments received to the holders of the 2019 Bonds in accordance with the terms of each such Bond.

Section 2. Except as provided in Section 3 hereof, 2019 Bonds due on and after December 15, 20_ are subject to redemption (at the option of the Corporation, as directed by the City in its discretion as to selection of maturities), in whole or in part, at the direction of the City at any time on or after ______, 2024, in connection with the prepayment of any basic rentals falling due under the Lease-Purchase Agreement. Any Bond called for redemption shall be redeemed at the principal amount thereof, plus accrued interest on such principal amount to the date fixed for redemption. The Trustee is hereby authorized upon request from the Corporation to take all appropriate actions to call and redeem 2019 Bonds in accordance with such request; provided, however, before mailing notice or taking any other action to redeem bonds, the Trustee in its discretion may require that monies or investments for such redemption be deposited with it sufficient to provide in full for the payment of principal and accrued interest on the 2019 Bonds to be called for redemption as of the date fixed for redemption.

Section 3. Notice of the call for any early redemption of 2019 Bonds shall be given by the Trustee by mail not less than thirty (30) days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of each Bond called for redemption at said owner's registered address. The registered owner of any Bond may waive the foregoing 30-day requirement for mailed notice of redemption. Such notice of redemption shall identify the Bond to be redeemed by number and maturity and state the date on which it is required to be presented for prepayment. If on or prior to the date fixed for redemption, funds have been deposited with the Trustee to pay any Bond called in accordance with the provisions of this Article III, the Bond thus called shall not bear interest after such redemption date and, except for purposes of payment, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture.

Section 4. All 2019 Bonds which have been paid or redeemed shall be canceled by the Trustee.

#### ARTICLE IV GENERAL COVENANTS

Section 1. The Corporation covenants that it will cause this Indenture and all supplements hereto and financing statements, requested by the Trustee, to be kept recorded and filed in such manner and such places as may be required by law in order to fully preserve and protect the assignment by the Corporation of its rights to receive payment under the Lease-Purchase Agreement and to protect the security of the owners of the Bonds issued as provided hereunder.

- Section 2. The Corporation does hereby agree that the Trustee in its name, or in the name of the Corporation, may enforce all rights of the Corporation and all obligations of the City to the Corporation under and pursuant to the Lease-Purchase Agreement, for and on behalf of the holders of the bonds and such rights and obligations may be enforced without any notice to or consent of the Corporation.
- Section 3. The Corporation hereby agrees that it will not exercise any right granted to it under the Lease-Purchase Agreement with the City without the Trustee's prior written consent. The Corporation further agrees to take all action and do all things necessary to carry out its obligations under the Lease-Purchase Agreement and that it will not take any action which would violate any of its obligations under the Lease-Purchase Agreement.
- Section 4. The Trustee agrees to keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of and in relation to the monies received, held and disbursed by the Trustee hereunder, and to furnish to the Corporation and to the City an accounting annually and at such other times as either may reasonable request, showing the amounts received, all disbursements, details pertaining to Bonds paid, and the amounts on hand in any fund hereunder and showing the details of any investments thereof. The Corporation and the Trustee further agree that all books and documents relating to the Lease-Purchase Agreement and funds held by the Trustee hereunder shall at all times be open to inspections by representatives of the Corporation, the City and any registered owner of any Bond.

### ARTICLE V CUSTODY AND APPLICATION OF ESCROW FUND

There is hereby created and established with the Trustee a trust fund to be designated "Escrow
Fund" into which there shall be deposited \$ from proceeds of the 2019 Bonds, and
\$ of other City funds. Monies in the Escrow Fund shall be disbursed to (a) defease and
redeem the 2016 Bonds as called for redemption on, 20 and (b) to pay certain costs of
issuance of the 2019 Bonds, all as set forth in the Escrow Agreement by and among the City, the
Corporation and BOKF, National Association, Lincoln, Nebraska, as Escrow Agent. Any moneys
remaining in the Escrow Fund after all payments described above and pursuant to the Escrow Agreement
have been made in full shall be held by the Trustee and credited against basic lease-purchase rentals next
falling due under the Lease-Purchase Agreement. The Project shall be the property of the Corporation
subject to the security interest provided for in this Indenture.

#### ARTICLE VI BOND FUND AND ADDITIONAL RENT

- Section 1. The Project has been leased to the City under the Lease-Purchase Agreement and the basic rent payments have been assigned and shall be remitted directly to the Trustee for the account of the Corporation and deposited in the Bond Fund, and the entire amount of said basic rent payment is pledged to the payment of the principal of and interest on the Bonds.
- Section 2. There is hereby created by the Corporation and ordered established with the Trustee a trust fund to be designated "Bond Fund," which shall be used to pay the interest on and principal of the Bonds.
- Section 3. There shall be deposited in the Bond Fund, as and when received, all basic rent payable under the Lease-Purchase Agreement and all other monies received by the Trustee under and

pursuant to any of the provisions of the Lease-Purchase Agreement directing such monies to be paid into the Bond Fund. The Corporation hereby covenants that, so long as any bonds issued hereunder are outstanding hereunder, it will cause the Project to be continuously and efficiently leased as a revenue and income producing undertaking and that, should there be a default under the Lease-Purchase Agreement with the result that the right of possession of the Project under the Lease-Purchase Agreement is returned to the Corporation, the Corporation shall fully cooperate with the Trustee and with the bondholders to the end of fully protecting the rights and security of the bondholders, and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project or to sell or dispose of the Project or any part thereof to the end of at all times deriving sufficient monies, income and revenues from the Project to promptly meet and pay the principal of and interest on the bonds as the same become due and payable, as well as covering the cost of maintaining and insuring the Project.

- Section 4. Monies in the Bond Fund shall be used solely for the payment of the interest on the bonds and for the retirement of the bonds at or prior to maturity.
- Section 5. The Bond Fund shall be in custody of the Trustee, and the Corporation hereby authorizes and directs the Trustee to withdraw funds from the Bond Fund in amounts sufficient to meet installments of interest or principal upon the bonds when due. The Trustee hereby accepts such authorization and direction.
- Section 6. In the event any bonds shall not be presented for payment when the principal thereof becomes due, if funds sufficient to pay such bonds and interest thereon shall have been made available to the Trustee for the benefit of the registered owners thereof, all liability of the Corporation to the registered owners thereof for the payment of such bonds or interest thereon, as the case may be, shall forthwith cease, determine and be completely discharged and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for a period of five (5) years after such bonds shall have matured, for the benefit of the registered owners of such bonds, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on their part under this Indenture or on, or with respect to, such bonds. At the expiration of such period, any unclaimed principal or interest shall be paid to the City and thereafter all claimants shall be restricted exclusively to making claim against the City for such principal or interest. The City shall have no liability for interest on any such funds paid to it and shall not be required to hold such funds in trust nor, in any manner, to segregate such funds on its books. Anything in this Section 6 of Article VI to the contrary notwithstanding, the Trustee shall be permitted to discharge all responsibility with respect to unclaimed monies or securities held by it for the payment of the bonds by making payment to the Treasurer of the State of Nebraska in accordance with Section 69-1301 to 69-1329, R.R.S. Neb. 2009, as amended.
- Section 7. It is understood and agreed that pursuant to the provisions of the Lease-Purchase Agreement, the Lessee agrees to pay as additional rent the fees and expense of the Trustee for the bonds and the other charges and expenses payable to the Trustee, as authorized and provided by this Indenture. Said Lessee is to make such payments either semiannually or annually on statements rendered by the Trustee. All such additional rent payments received by the Trustee under said Lease-Purchase Agreement shall not be paid into the Bond Fund but shall be expended by the Trustee solely for the purpose of which said additional rent payments are received.
- Section 8. All monies required to be deposited with or paid to the Trustee under any provision of this Indenture or the Lease-Purchase Agreement, except for payments to the Trustee for its fees and expenses, shall be held by the Trustee in trust.
- Section 9. After payment or provisions for payment in full of the bonds and fees of the Trustee, any balance remaining in the Bond Fund shall be paid to the Corporation, which shall immediately rebate such funds to the City.

### ARTICLE VII INVESTMENTS

Section 1. Monies held by the Trustee shall, as nearly as may be practicable, be continuously invested and reinvested by the Trustee as directed by the City in direct obligations of, or obligations the principal of and the interest on which are unconditionally guaranteed by, the United States of America or in interest-bearing certificates of deposit meeting the standards required by Section 16-715, R.R.S. Neb. 2012, as amended. In any event, monies held under this Trust Indenture shall be so invested to be available not later than the respective dates when monies shall be required for the purpose intended. Any deposit of funds by the Trustee may be in a bank account with the Trustee itself.

#### ARTICLE VIII DISCHARGE OF LIEN

If the Corporation shall pay or cause to be paid to the registered owners of the bonds the principal and interest to become due thereon at the times and in the manner stipulated therein, and if the Corporation shall keep, perform and observe all and singular the covenants and promises in the bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the Corporation such instruments in writing as shall be requisite to satisfy the lien hereof and assign and deliver to the Corporation any property at the time subject to the lien of this Indenture which may then be in its possession, except cash held by the trustee for the payment of interest on and retirement of the bonds.

Bonds for the payment of which monies or obligations of or guaranteed by United States government, which bear interest and mature in such amounts and at such times as to provide the monies required for the payment in full of the principal thereof and interest thereon, shall have been deposited with the Trustee (whether upon or prior to the maturity of such bonds) shall be deemed to be satisfied within the meaning of this Indenture and no longer outstanding.

It is specifically understood and agreed that release of the lien of this Indenture shall not affect nor cancel the provisions of this Indenture relating to bonds issued or the rights of registered owners of bonds, the Trustee or the Corporation, which provisions shall continue in full force and effect according to their terms.

#### ARTICLE IX THE TRUSTEE

- Section 1. The Trustee hereby accepts the trust imposed upon it by this Indenture and agrees to perform said trust as an ordinarily prudent Trustee under a corporate indenture. The Trustee may resign at any time by giving not less than ninety (90) days' notice to the Corporation and to the City and mailing a notice of resignation by certified or registered mail to each registered holder of a Bond at least ninety (90) days prior to the effective date of the resignation. The Trustee may be removed at any time upon the written request or upon the affirmative vote of the holders of a majority in principal amount of Bonds outstanding. In the event of such resignation or removal, a successor Trustee maybe appointed by the holders of a majority in principal amount of Bonds outstanding, and such successor shall have all the powers and obligations of the Trustee theretofore vested in its predecessor; provided that unless and until the successor Trustee shall have been appointed by the holders of the Bonds as aforesaid, the Corporation shall forthwith appoint a trustee to fill such vacancy. Any successor trustee shall be a bank authorized to exercise trust powers in the State of Nebraska having a capital and surplus of not less than \$1,000,000.
- Section 2. The duties and obligations of the Trustee shall be determined solely by the express provisions of this Trust Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Trust Indenture. The Trustee shall be protected when acting in good faith upon the advice of its counsel. The Trustee may conclusively rely upon any certificate of the Corporation executed by any two Directors of the Corporation. The Trustee may require the Corporation full information and advice as to the performance of its agreements contained in this Trust Indenture or the Lease-Purchase Agreement, but the Trustee shall not be required to ascertain or inquire as to the correctness of any information, statements, conclusions or opinions expressed in any certificate, resolution, report, opinion or other documents furnished to it pursuant to any provision of this Trust Indenture or the Lease-Purchase Agreement.
- Section 3. The Trustee in its individual capacity may become the owner or pledgee of any Bond with the same rights it would have if it were not a Trustee hereunder.
- Section 4. It is understood and agreed that pursuant to the provisions of the Lease-Purchase Agreement, the City has agreed to pay as additional rent the fees and expenses of the Trustee and the charges and expenses payable to the Trustee as authorized and provided by this Indenture. As compensation for its services hereunder, the Trustee shall be entitled to compensation in accordance with its standard charges as in effect from time to time. The City is to make payments for such charges and expenses either semiannually or annually on statements rendered by the Trustee. All such additional rent payments received by the Trustee under the Lease-Purchase Agreement shall be expended by the Trustee solely for the purpose for which such additional rent payments are received. All monies received and held by the Trustee, except for payment to it for fees and expenses shall be held by the Trustee in trust for the holders of the Bonds.
- Section 5. Before taking any action under this Trust Indenture, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default by reason of any action so taken.

### ARTICLE X DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 1. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "event of default":

- (a) default in the due and punctual payment of the principal of or the interest on any Bond hereby secured and outstanding as such principal or interest becomes due;
- (b) default in the due and punctual payment of monies required to be paid to the Trustee under the provisions of Article VI hereof and the continuance thereof for period of ten (10) days; or
- (c) default in the performance or observance of any other of the covenants, agreements or conditions on the Corporation's part contained in this Indenture, or in the Bonds outstanding hereunder and the continuance thereof for a period of thirty (30) days after written notice thereof to the Corporation by the Trustee, or by the registered owners of not less than fifty-one percent (51%) or more in aggregate principal amount of Bonds outstanding hereunder.

The term "default" shall mean default by the Corporation in the performance or observance of any of the covenants, agreements or conditions on its part contained in the Indenture or in the Bonds outstanding hereunder, exclusive of any period of grace required to constitute a default as an "event of default," as hereinabove provided, after giving notice to the Corporation, if applicable. Notwithstanding any other provision of this Indenture, no default shall be declared to be an "event of default" until after the expiration of ten (10) days after written notice of such default has been given to the City.

Section 2. Upon the occurrence of an event of default, the Trustee may, and upon the written request of the registered owners of fifty-one percent (51%) or more in aggregate principal amount of Bonds outstanding hereunder, shall, by notice in writing delivered to the Corporation declare the principal of all Bonds hereby secured then outstanding, and the interest accrued thereon, immediately due and payable. This provision is subject, however, to the condition that if at any time after such declaration of principal and interest as immediately due, and before any further action has been taken other than such declaration, the principal amount of all Bonds which have matured and all arrears of interest, together with the reasonable charges and expenses of the Trustee, shall be paid or caused to be paid, then the registered owners of a majority in principal amount of the Bonds then outstanding, by notice in writing delivered to the Trustee, may require the Trustee to waive such default and its consequences and rescind such declaration. Until it is required to make the declaration hereinabove in this Section provided, the Trustee shall have power to waive any default arising hereunder if, in the opinion of the Trustee, the same shall have been cured or adequate satisfaction made therefor or if the Trustee deems the declaration not to be in the best interest of bondholders. No such waiver shall extend to or affect any subsequent default.

Section 3. Upon the occurrence or continuation of an event of default, the Trustee may on its own initiative, and shall upon the written request of the registered owners of not less than fifty-one percent (51%) in principal amount of the Bonds then outstanding hereunder, and only upon being fully indemnified by the registered owners of the Bonds to its reasonable satisfaction against any and all costs, expenses, outlays, counsel fees and other reasonable disbursements and against all liability, proceed to take steps needful for the protection and enforcement of its rights and the rights of the holders of the Bonds as shall be provided by law, including causing this Indenture to be foreclosed in the manner prescribed by law and/or the exercising of any rights as a secured party under the Nebraska Uniform Commercial Code with respect to portions of the Project which constitute personal property. The Trustee

shall, to the fullest extent permitted by law, be entitled to have a receiver appointed for the Project with such receiver to take possession and charge of the Project during the pendency of any foreclosure proceedings and during any period permitted for redemption or stay of said proceedings, to rent the Project or portions thereof and to receive and collect the rents, issues and profits thereof under the direction of the court and any amount so collected by such receiver shall be applied under the direction of the court to the costs and expenses of receivership, expenses of insurance on the Project, expenses of management, repairs and maintenance, taxes, assessments and on all indebtedness secured by this Indenture. The Trustee shall have the right to bid at any foreclosure sale and to obtain a judgment in respect of any deficiency. To the extent that this Indenture covers both real and personal property, the Trustee may, in its discretion, proceed as to both the real and personal property in accordance with the Trustee's rights hereunder. To the extent permitted by law, the Trustee, in its discretion may proceed to cause the sale of the Project in a single sale upon foreclosure including both real and personal property. If the Trustee holds any additional security for any of the obligations secured hereby, it may enforce the terms hereof or otherwise realize upon such additional security, at its option, either before or concurrently herewith or after proceedings for the enforcement hereof and may apply the proceeds upon the indebtedness secured hereby without affecting the status of or waiving any right to exhaust all or any other security, including the security hereunder, and without waiving any breach or default or any right or power whether exercised hereunder or contained herein or in any other instrument providing for such additional security.

- Section 4. No registered owner of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law hereunder or for any other remedy hereunder unless such owner previously shall have given to the Trustee written notice of any event of default as herein provided and unless the registered owners of not less than fifty-one percent (51%) in principal amount of the Bonds then outstanding shall have made written request of the Trustee, after the right to exercise such powers or rights of action, as the case may be, shall have accrued, either to proceed to exercise the powers herein granted or to institute such action, suit or proceeding in the name of the Trustee and the Trustee shall have refused or neglected to comply with such request within a reasonable time and after being afforded a reasonable opportunity to do so and after having been offered security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, as aforesaid. All actions to enforce any provision of this Indenture shall be instituted and maintained for the equal benefit of all owners of the Bonds, except that nothing herein contained shall impair the right of any owner of any bond at or after the maturity thereof to reduce the same to judgment.
- Section 5. All rights of action under this Indenture or under any of the Bonds secured hereby enforceable by the Trustee may be enforced without the possession of any of the Bonds or the production thereof at the trial or other proceedings relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought for the ratable benefit of the owners of the Bonds, subject to the provisions of this Indenture.
- Section 6. No waiver of any default or breach of duty by any bondholder or the Trustee shall impair any such right or power or shall be construed to be a waiver of any such default or any subsequent default.

### ARTICLE XI AMENDMENT OF INDENTURE OR LEASE-PURCHASE AGREEMENT

Section 1. The Corporation may, with the consent of the Trustee, from time to time and at any time, amend or supplement this Trust Indenture in such manner as not to be inconsistent with the terms and provisions hereof, so as to thereby (a) cure any ambiguity or formal defect or omission in this

Indenture, including any subsequent amendment hereto; or (b) grant to and confer upon the Trustee for the benefit of the holders of the Bonds any additional rights, remedies, powers, authority or security that may be lawfully granted to or conferred upon them or the Trustee, or surrender any right, power or privilege reserved to or conferred upon the Corporation by this Trust Indenture or the Lease-Purchase Agreement or any amendment to either of them.

Section 2. With the consent of the holders of not less than two-thirds (2/3rds) in principal amount of the Bonds then outstanding, the Corporation, from time to time and at any time, may amend this Trust Indenture in any manner; provided, however, that without the specific consent of the holder of each of the Bonds which would be affected thereby, no such amendment shall permit or be construed as permitting (a) any change in the principal amount, payable date or interest rate of any Bond; or (b) creation of any different privilege or priority of any Bond over any other Bond; or (c) a reduction in the aggregate principal amount of the Bonds required for consent to any amendment to this Indenture or the Lease-Purchase Agreement or (d) any release or impairment of the assignment and transfer granted by this Trust Indenture.

If the holders of not less than two-thirds (2/3rds) in aggregate principal amount of the Bonds then outstanding shall have consented to the amendment proposed, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Corporation from taking any action pursuant to the provisions thereof.

- Section 3. No amendment to the Lease-Purchase Agreement shall be made without the consent of the Trustee. The Trustee may, from time to time, without the approval of the holders of the Bonds, consent to any amendment, change or modification of the Lease-Purchase Agreement for the purpose of curing any ambiguity, formal defect, or omission or making any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the holders of the Bonds.
- Section 4. Except for amendments, changes or modifications as provided in Section 3 above, no amendment, change or modification of the Lease-Purchase Agreement shall be made without the written consent of the holders of two-thirds (2/3rds) in principal amount of all of the Bonds then outstanding; provided, however, that in no event shall the Lease-Purchase Agreement be amended to reduce the basic lease-purchase rental payments due thereunder payable by the City or to extend the date or dates when such rental payments shall be due, without the consent of the holders of all Bonds then outstanding.

### ARTICLE XII SUPPLEMENTAL INDENTURES

- Section 1. The Corporation and the Trustee may from time to time and at any time enter into such indentures supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental indentures shall thereafter form a part hereof), so as to thereby (a) cure any ambiguity or formal defect or omission in this Indenture or in any such supplemental Indenture; (b) grant to or confer upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers authority or security that may lawfully be granted to or conferred upon the bondholders or the Trustee or (c) to issue Completion Bonds in accordance with the provisions of this Indenture.
- Section 2. Except as provided in Section 1 of this Article XII, no indenture supplemental hereto shall be made without the consent of the registered owners of all the Bonds outstanding.

### ARTICLE XIII AMENDMENT OF LEASE-PURCHASE AGREEMENT

Section 1. The Corporation or the Trustee, or each thereof, may from time to time, without the approval of the bondholders, consent to any amendment, change or modification of the Lease-Purchase Agreement between the Corporation and the City for the purpose of curing any ambiguity, formal defect or omission or making any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the bondholders.

Section 2. Except for amendments, changes or modifications as above provided in Section 1 of this Article, no amendment, change or modification of the Lease-Purchase Agreement shall be made without the consent of the registered owners of all of the bonds outstanding, except for the purposes of altering the basic payments payable thereunder and making such other provisions as shall be required to permit the issuance of Completion Bonds as authorized under this Indenture.

### ARTICLE XIX MISCELLANEOUS

Section 1. All notices, demand and requests which may or are required to be given under this Trust Indenture or the Lease-Purchase Agreement shall be in writing and shall be deemed to have been properly given when served personally on an officer of the party to whom such notice is to be given, or when sent, postage prepaid, by registered or certified mail (return receipt requested) addressed as follows:

(a) If intended for the Corporation:

Bellevue City Municipal Building Corporation c/o Bellevue City Clerk 210 West Mission Avenue Bellevue, Nebraska 68005

(b) If intended for the City:

City of Bellevue c/o Bellevue City Clerk 210 West Mission Avenue Bellevue, Nebraska 68005

(c) If intended for Trustee:

BOKF, National Association Corporate Trust Group 1248 O St., Ste 732 Lincoln, Nebraska 68508

Any party above named may change the address and name of the addressee to which subsequent notices are to be sent by notice to the others given as aforesaid, but any such notice of change, if sent by mail, shall not be effective until the fifth day after it shall be mailed.

Section 2.	This	Trust	Indenture	shall be	construed	and	enforced	in	accordance	with	the	laws
of the State of Nebraska												

Section 3. This Trust Indenture may be executed in any number of counterparts each of which shall be deemed to be an original, but altogether shall constitute but one and the same Indenture.

for profit corporation, has caused this Trust Indentu Director and its corporate seal hereunto affixed, and t BOKF, National Association has caused this Trust	o evidence its acceptance of the trust hereby created. Indenture to be signed in its name and behalf by its
duly authorized officer, all as of the day of	, 2019
(SEAL)	BELLEVUE CITY MUNICIPAL BUILDING CORPORATION
	R _V .
ATTEST:	By:President
ATTEST.	
Director	
	BOKF, National Association, Lincoln, Nebraska, Trustee
	Ву:
	Authorized Officer

STATE OF NEBRASKA )	E			
COUNTY OF SARPY ) ss.				
I, the undersigned, a Notary Public in and for said County and said State, do hereby certify that and, whose names as President and a director of the Bellevue City Municipal Building Corporation, a Nebraska nonprofit corporation are signed to the foregoing Trust Indenture and Security Agreement, and who are each known to me to be such officers, acknowledged before me on this date that their execution of said Trust Indenture and Security Agreement was their voluntary act and deed as such officers on behalf of said corporation.				
[SEAL]				
	Notary Public			
STATE OF NEBRASKA ) ss.  COUNTY OF )  I, the undersigned, a Notary Public in and for schad Shirk, whose name as Officer of BOKF, National	aid County and said State, do hereby certify that  Association, a national banking organization, is			
signed to the foregoing Trust Indenture and Security Agreement, and who is known to me to be such officer, acknowledged before me on this date that his execution of said Trust Indenture and Security Agreement was his voluntary act and deed as such officer on behalf of said corporation.				
[SEAL]				
	Notary Public			

#### **EXHIBIT A**

The Project consists of the following property:

#### CONVENTION CENTER FACILITY

A convention center facility on the following described and on real estate in the City of Bellevue, Nebraska, legally described as follows:

Lot 2, Twin Creek Plaza North Replat 9, a Subdvision as surveyed, platted and recorded in Sarpy County, Nebraska.

#### SECOND ADDENDUM TO LEASE-PURCHASE AGREEMENT

THIS SECOND ADDENDUM TO LEASE-PURCHASE AGREEMENT, made and entered into as of the day of, 2019, by and between BELLEVUE CITY MUNICIPAL BUILDING CORPORATION, a not for profit corporation duly organized and existing under the laws of the State of Nebraska (the "Lessor"), and THE CITY OF BELLEVUE, in the County of Sarpy, Nebraska (the "Lessee" or "City"),
WITNESSETH: That
Lessee is a city of the first class in the State of Nebraska with full, lawful power and authority to enter into this Lease-Purchase Agreement acting by and through its Mayor and City Council pursuant to the authority granted by Section 19-2421, R.R.S. Neb. 2012.
Lessee has constructed a convention center facility to be used for public purposes.
Lessor has been organized and exists for the purpose of acquiring buildings, equipment and facilities as specified and suitable for use by the City.
Lessor and Lessee have previously entered into a Lease-Purchase Agreement dated as of December 23, 2014, (the "Original Lease-Purchase Agreement") to provide for the construction of the convention center facility (the "Project") and the Project has been completed and placed in service.
Lessor has previously issued its \$7,375,000 principal amount of Building Bonds (Convention Center Project), Taxable Series 2016, date of original issue – June 1, 2016,(the "2016 Bonds") to finance the Project, and in connection therewith, the Lessee and Lessor entered into the First Addendum to Lease-Purchase Agreement dated as of June 1, 2016 (the "First Addendum").
Lessee and Lessor have determined it is necessary and appropriate for the Lessor to issue Refunding Bonds (Convention Center Project), Taxable Series 2019, (the "Bonds") to defease and redeem the 2016 Bonds, and in connection therewith, it is necessary and advisable for Lessee and Lessor to set certain terms of the Original Lease-Purchase Agreement and the First Addendum in this Second Addendum to Lease-Purchase Agreement, dated as of, 2019;
Lessor and Lessee have agreed upon the terms of this Second Addendum to Lease-Purchase Agreement and said agreement should be reduced to writing, the following words and phrases used in this Second Addendum to Lease-Purchase Agreement to have the meaning set forth below, unless the context or use indicates another or different meaning or intent. Words or phrases not defined herein have the meaning as defined in the Lease-Purchase Agreement.
"Bonds" or "2019 Bonds" shall mean the Refunding Bonds (Convention Center Project), Taxable Series 2019, date of original issue —, 2019, in the principal amount of \$ issued by Lessor pursuant to the Indenture to defease and redeem the 2016 Bonds.
"2016 Bonds" shall mean the Building Bonds (Convention Center Project), Taxable Series 2016, date of original issue – June 1, 2016, in the original principal

Taxable Series 2016, date of original issue – June 1, 2016, in the original principal amount of \$7,375,000, which 2016 Bonds are being defeased and redeemed by the 2019 Bonds.

"Bond Fund" shall mean the fund created by Article VI of the Indenture into which basic rentals payable under this Lease-Purchase Agreement shall be deposited.

"Escrow Agent" means BOKF, National Association, Lincoln, Nebraska, and any successor or successors as determined by the City and the Lessor.

"Escrow Fund" shall mean the fund created pursuant to Article III of the Indenture to be maintained by the Trustee and into which the proceeds of the sale of the 2019 Bonds shall be deposited to be disbursed for payments due to defease and redeem the 2016 Bonds and pay costs of issuance of the 2019 Bonds, as more fully described in the Indenture.

"First Addendum" shall mean the First Addendum to Lease-Purchase Agreement dated as of June 1, 2016, by and between Lessor and Lessee.

"Indenture" shall mean that Trust Indenture and Security Agreement, dated as of ______, 2019, by and between the Lessor and the Trustee, governing the Bonds.

"Original Lease-Purchase Agreement" shall mean that Lease-Purchase Agreement dated as of December 23, 2014 by and between the Lessor and Lessee.

"Project" shall mean a convention center facility located on real estate in the City of Bellevue, Nebraska, acquired by Lessor with the consent of Lessee and legally described as set forth on Exhibit A attached to this Agreement.

"Second Addendum" shall mean this Second Addendum to Lease-Purchase Agreement dated as of ______, 2019, by and between the Lessor and Lessee.

"Trustee" shall mean BOKF, National Association, Lincoln, Nebraska, as Trustee under the Indenture and any successor or successors as such Trustee under the Indenture.

WHEREFORE, IN CONSIDERATION of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

SECTION 1. GRANTING OF LEASEHOLD, TERM. Pursuant to the Original Lease-Purchase Agreement, Lessor has leased to Lessee, and Lessee is leasing from Lessor, upon and subject to the terms and conditions set forth in the Original Lease-Purchase Agreement and hereinafter in this First Addendum, the Project. Lessor shall lease the Project to Lessee for a term beginning on December 23, 2014, and ending on December 15, 2035 (without respect to its state or completion; which term may be modified by additional addenda). Upon the final payment of all rental obligations under the Original Lease-Purchase Agreement, the First Addendum, this Second Addendum and any subsequent addenda the Project shall be conveyed to Lessee in accordance with Article XVII hereof.

#### SECTION 2. PAYMENT OF RENT.

(a) Lessee shall pay to Lessor basic rent during the term hereof in the amounts and on or prior to the dates as set forth immediately below:

Year	Due on June 15	Due on December 15
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		

Due December 15 of Year	Principal Amount	Interest Rate
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		

#### *Term Bond

The Term Bond maturing in year 2035 shall be subject to mandatory redemption on the dates as follows:

Year of Redemption

Amount Required to be Redeemed

(c) Lessee shall also pay to Lessor, pursuant to any further amendments to the Original Lease-Purchase Agreement, any and all rent incurred from the issuance of additional bonds (including refunding bonds) that may from time to time be issued, as permitted and authorized pursuant to the Indenture, this Second Addendum, the First Addendum and the Original Lease-Purchase Agreement and any amendments or supplements hereto and thereto.

SECTION 3. PREPAYMENT. Lessee may prepay all or any part of the basic rent provided for herein on or after ______, 2024, and shall have such rights to direct the Trustee to redeem Bonds of the Lessor as are specified in the Indenture.

SECTION 4. ESCROW DEPOSIT, ESCROW FUND. Lessor hereby agrees to issue the Bonds in accordance with the terms of the Indenture. Lessor hereby agrees that it shall, as of the date of execution and delivery hereof make deposit (the "Escrow Deposit") to a special bank depository account on deposit with the BOKF, National Association, Lincoln, Nebraska, as escrow agent ("Escrow Agent"), the net principal proceeds of the Bonds as more fully described in the Indenture and in an escrow agreement (the "Escrow Agreement") by and among the Lessee, the Lessor and the Escrow Agent, to (a) defease and redeem the 2016 Bonds and (b) pay certain costs of issuance of the 2019 Bonds, all as more fully described in the Escrow Agreement. The City hereby agrees that it shall, as of the date of execution and delivery hereof, make a deposit into the Escrow Fund of available funds of the Lessor necessary to meet funding requirements as more fully described in the Escrow Agreement. The City acknowledges and agrees that Lessor shall not be liable to provide funds required pursuant to the Escrow Agreement over and above the Escrow Deposit.

SECTION 5. ASSIGNMENT OF LEASE/AMENDMENTS-REMEDIES OF TRUSTEE. Lessee accepts notice that this Second Addendum, the First Addendum and the Original Lease-Purchase Agreement have been assigned and pledged to the Trustee, and that the basic rent and additional rent payable to Lessor under this Second Addendum, the First Addendum and the Original Lease-Purchase Agreement have likewise been assigned to the Trustee to provide payment for and as security for the Bonds issued by Lessor; and Lessee consents and agrees for the benefit of the Trustee and the registered owners of said Bonds, that until payment of all said Bonds and interest thereon or until funds sufficient for such payments have been duly provided, this Second Addendum, the First Addendum and the Original Lease-Purchase Agreement may not be effectively amended, changed or modified except as permitted by the Indenture and that the Trustee has and may exercise all rights and remedies of Lessor provided for in this Addendum or the Original Lease-Purchase Agreement, either in its own name or in the name of the Lessor.

SECTION 6. EFFECT OF AMENDMENT. Except as specifically modified and amended by this Second Addendum, the First Addendum, all other covenants, terms and provisions of the Original Lease Purchase Agreement previously executed by and between the Lessor and Lessee shall remain in full force and effect.

IN WITNESS WHEREOF, Bellevue City Municipal Building Corporation, as Lessor, has caused this Second Addendum, the First Addendum to be signed in its name and behalf by its President, and the City of Bellevue, in the County of Sarpy, in the State of Nebraska, as Lessee, caused this Second Addendum, the First Addendum to be signed in its name and behalf by its Mayor and City Clerk and its corporate seal to be affixed hereto, this Second Addendum, the First Addendum to be effective as of the date first written above.

	BELLEVUE CITY MUNICIPAL BUILDING CORPORATION, Lessor
	By:President
	THE CITY OF BELLEVUE, IN THE COUNTY OF SARPY, IN THE STATE OF NEBRASKA
(SEAL)	Ву:
ATTEST:	Mayor
City Clerk	

STATE OF NEBRASKA )	
COUNTY OF SARPY ) SS.	
signed to the foregoing Second Addendum	in and for said County in said State, do hereby certify that resident of Bellevue City Municipal Building Corporation is and who is known to me as such officer, acknowledged before d Second Addendum was his voluntary act and deed as such
WITNESS my hand and seal this _	, 2019.
[SEAL]	
	Notary Public
STATE OF NEBRASKA ) SS. COUNTY OF SARPY )	
Bellevue, in the County of Sarpy, in the Stand who are known to me as such officers	in and for said County in said State, do hereby certify that whose names as Mayor and City Clerk of the City of ate of Nebraska, are signed to the foregoing Second Addendums, acknowledged before me on this date that their execution of y act and deed as such officers on behalf of said City.
WITNESS my hand and seal this _	day of, 2019.
[SEAL]	
	Notary Public

#### **EXHIBIT A**

The Project consists of the following property:

#### **CONVENTION CENTER FACILITY**

A convention center facility on the following described and on real estate in the City of Bellevue, Nebraska, legally described as follows:

Lot 2, Twin Creek Plaza North Replat 9, a Subdvision as surveyed, platted and recorded in Sarpy County, Nebraska.

## CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/05/2019	SUBMITTED BY: Susan Kluthe, City	Clerk		
AGENDA ITEM:	CONSENT AGENDA		SPECIAL PRESENTATION	1 🔲
LIQUOR LICENSE	ORDINANCE		PUBLIC HEARING	<b>7</b>
RESOLUTION	CURRENT BUSINESS		OTHER	
SUBJECT:	100			
Public Hearing on the request of the Bellevue the Annual Salvation Army Big Red Kettle K November 8, 2019, from 5:30 p.m 8:00 p.m.	ick-off Celebration with a Fireworks Displ	evue Chamber of Commay (provided by Belling	nerce, Marathon Ventures, and S o Fireworks), at 901 Fort Crook	Salvation Army to hold Road North on Friday,
SYNPOSIS/BACKGROUND:				
Any request for a fireworks dibefore the City Council. All, i Marathon Ventures is a big sufireworks display during the ki	f any, permits are obtained be porter of the Salvation Arm	y the fireworks	operators through the	e state.
FISCAL IMPACT:: N/A	BUDGETED FUNDS?: NO	GR	ANT/MATCHING FUNDS?:	NO
TRACKING INFORMATION FOR CONTRA				110
IS THIS A CONTRACT?: NO	COUNTER-PARTY:		INTERLOCAL AGREEME	ENT: NO
CONTRACT DESCRIPTION:				110
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:		CONTRACT END DATE:	1
PROJECT NAME:				
START DATE: END DAT	PAYMENT DATE	::	INSURANCE REQUIRED:	NO
CIP PROJECT NAME:	CIP PROJECT NA	ME:		
STREET DISTRICT NAME (S):	STREET DISTRIC	T NUMBER (S):		
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUM	BER:		
RECOMMENDATION:				
Approval of the request of the B Marathon Ventures, and Salvati- with a Fireworks Display (provi 2019, from 5:30 p.m 8:00 p.n	on Army to hold the Annual S ded by Bellino Fireworks), at	Salvation Army l	Big Red Kettle Kick-of	ff Celebration
ATTACHMENTS:				
1. Letter from Kevin Hensel, President CEO Bellevue Chamber of G	21		3.	
4	5.		6.	
SIGNATURES: LEGAL APPROVAL AS TO FORM:	A Breekobbins		,	
FINANCE APPROVAL AS TO FORM:	Mith	2		
ADMINISTRATOR APPROVAL AS TO FOR	M: Shartke			

## **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: 0x + 16, 19
APPLICANT NAME: ADDRESS: 2825 4 Omha NE 68107
PHONE #: 402 - 905 - 3510 EMAIL ADDRESS: Christine_ Shade & USC. SAlvertionarmy. O.
CORPORATION (Name/Address): The Salvation ARMy / KROC Conta
CORPORATION OFFICERS: T/A
PROPOSED ACTIVITY: Red Kottle Kick-Off Svent - FIREWORKS BY BElling FIREWORL
DAY/DATE OF PROPOSED ACTIVITY: NOV 8, 2019
LOCATION OF PROPOSED ACTIVITY: 901 Ft. Crook Rd N Bellevue, Ne 68005
HOURS OF OPERATION: 5.30 - 8'00 pm 7.30 pm Firewor
WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:  1. Sanitary Facilities: Public Restruction & marathen Ventures  2. Running Water: N/H  3. Power: Marathen Parking Lo T  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 nd 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:
FOR CITY OFFICE USE ONLY:
Notice of Hearing published in a legal newspaper on
City Council hearing date:



1102 Galvin Road South Bellevue, Nebraska 68005 Phone: 402.898.3000 Fax:402-291-8729 MEMO:

To: Mayor Rusty hike

**Bellevue City Council** 

From: Kevin Hensel, President & CEO

Date: October 17, 2019

RE: Big Red Kettle Kickoff-Fireworks

The Bellevue Economic Enhancement Foundation in partnership with the Salvation Army and Marathon Ventures are thrilled to kick off the Big Red Kettle drive in Bellevue. One of the highlights of the event is the Fireworks display on Friday evening, November 8th. In light of the City of Bellevue Fireworks ordinance, I'd like to request permission from the City to have a fireworks display on Friday November 8, 2019 at approximately 7:30 pm at Marathon ventures on Fort Crook Road.

Thank you for your time and consideration.

Kevin Hensel

President/CEO

### Susan Kluthe

From:

Larry Lampman

Sent:

Tuesday, October 22, 2019 9:08 AM

To:

Susan Kluthe; Dave Stukenholtz; Tim Melvin; Bobby Riggs; Jim Shada

Cc:

Jeff Roberts

Subject:

Re: Red Kettle Kick-ff & Fireworks Display

#### Good morning,

No issues from the police department. This event is all on property and has not required the PD 's assistance in the past.

Thanks, Larry

### Sergeant Larry Lampman

Special Services Unit larry.lampman@bellevue.net Bellevue Police Department 1510 Wall St Bellevue, Ne 68005 Office-402-682-6628 Cell-402-637-5856

From: Susan Kluthe

Sent: Monday, October 21, 2019 11:35:40 AM

To: Dave Stukenholtz; Tim Melvin; Larry Lampman; Bobby Riggs; Jim Shada

Cc: Jeff Roberts

Subject: Red Kettle Kick-ff & Fireworks Display

Please review application and comment on event review form provided.

Thank you!

## Susan Kluthe

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

From: clerkcolorcopier@bellevue.net < clerkcolorcopier@bellevue.net >

Sent: Monday, October 21, 2019 11:17 AM
To: Susan Kluthe < Susan.Kluthe@bellevue.net>

Subject: Attached Image

## Susan Kluthe

From:

**Bobby Riggs** 

Sent:

Tuesday, October 22, 2019 9:29 AM

To:

Larry Lampman; Susan Kluthe; Dave Stukenholtz; Tim Melvin; Jim Shada

Cc:

Jeff Roberts

Subject:

RE: Red Kettle Kick-ff & Fireworks Display

No issues from the Street Department as proposed.

Bobby Riggs Street Superintendent City of Bellevue

Office: (402) 293-3126 Fax: (402) 293-3077

E-mail: Bobby.Riggs@bellevue.net

From: Larry Lampman

Sent: Tuesday, October 22, 2019 9:08 AM

To: Susan Kluthe; Dave Stukenholtz; Tim Melvin; Bobby Riggs; Jim Shada

**Cc:** Jeff Roberts

Subject: Re: Red Kettle Kick-ff & Fireworks Display

Good morning,

No issues from the police department. This event is all on property and has not required the PD 's assistance in the past.

Thanks, Larry

#### Sergeant Larry Lampman

Special Services Unit larry.lampman@bellevue.net Bellevue Police Department 1510 Wall St Bellevue, Ne 68005 Office-402-682-6628 Cell-402-637-5856

From: Susan Kluthe

Sent: Monday, October 21, 2019 11:35:40 AM

To: Dave Stukenholtz; Tim Melvin; Larry Lampman; Bobby Riggs; Jim Shada

Cc: Jeff Roberts

Subject: Red Kettle Kick-ff & Fireworks Display

Please review application and comment on event review form provided.

Thank you!



## CITY OF BELLEVUE EVENT LICENSE REVIEW FORM

City of Bellevue City Clerk 1500 Wall Street Bellevue, NE 68005 (402) 293-3007

	artment ptain Stukenholtz t. Larry Lampman	<ul><li>☑ Parks Department</li><li>☑ Jim Shada</li><li>☑ Mark Blackburn</li></ul>
Streets Dep	partment bby	☐ Public Works Department ☐ Jeff Roberts
FROM:	Susan Kluthe	
DATE:	September 17, 2019	
SUBJECT:	Commerce, Marathon Ventures and Salvation Arr	Foundation in partnership with the Bellevue Chamber of my, to hold the Annual Salvation Army Big Red Kettle ovided by Bellino Fireworks, at 901 Fort Crook Road on (fireworks – 7:30 p.m.)
293-3007 or su	san.kluthe@bellevue.net if there are any questions a by the deadline date, the City Clerk's Office will a	Kluthe, by, <i>October 28, 2019</i> . I can be reached at (402) concerning the above. If you fail to make comment or assume you have no position in this matter, and will
		No Comments
No conflicts.		
Jim Shada		10/21/19
Signature or Fil	ll in Your Name	Date

## CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/05/2019 SU	BMITTED BY Tammi Palm, Planning Departmer	ıt
AGENDA ITEM:	CONSENT AGENDA	SPECIAL PRESENTATION
LIQUOR LICENSE	ORDINANCE	PUBLIC HEARING
RESOLUTION	CURRENT BUSINESS	OTHER
SUBJECT:		,
Request to final plat Lots 94 through 170 of the Liberty Phase 2 Subdivision Agree	and Outlot B, Liberty, for the purpose of singment. Applicant: Liberty Land, LLC. Gener	gle family residential development; and approval al Location: Daniell Road and Chennault Street.
SYNPOSIS/BACKGROUND:		
purpose of single family residenti	al development. In conjunction with Phase 2 Subdivision Agreement. The	ough 170, and Outlot B, Liberty, for the the final plat, the applicant is also is plat is the second of four planned
FISCAL IMPACT: None	BUDGETED FUNDS?: NO	GRANT/MATCHING FUNDS?: NO
TRACKING INFORMATION FOR CONTRACTS	AND PROJECTS:	<u> </u>
IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE: END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: YES
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUMBER:	
RECOMMENDATION:		
	nended approval of this request. The	Planning Commission recommended
LATTACHMENTS:		
PC recommendation	2. Planning Department staff repo	rt 3. Liberty Phase 2 Subdivision Agreement
4.	5.	6.
SIGNATURES:		
LEGAL APPROVAL AS TO FORM:	1-5)(U+000m)	
FINANCE APPROVAL AS TO FORM:	1//	
ADMINISTRATOR APPROVAL AS TO FORM:	DAWN 1 /cm-	

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

Liberty Land LLC

LOCATION:

North of 45th Street and Capehart Road

CITY COUNCIL HEARING DATE:

November 05, 2019

**REQUEST:** 

to final plat Lots 94 through 170, and Outlot B, Liberty for the purpose of single family

residential development.

On October 24, 2019, the City of Bellevue Planning Commission voted seven yes, zero no and zero abstained:

**APPROVAL** of the final plat based on conformance with the preliminary plat, the comprehensive plan and requirements of the Bellevue zoning regulations.

#### VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Casey					Jacobson	
	Cain					Perrin	
	Aerni						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on:

October 24, 2019

## CITY OF BELLEVUE PLANNING DEPARTMENT

## **RECOMMENDATION REPORT #2**

CASE NUMBERS: S-1910-08 FOR HEARING OF:

**REPORT #1**: October 24, 2019

**REPORT #2:** November 5, 2019

## I. GENERAL INFORMATION

#### A. APPLICANT:

Liberty Land, LLC Dennis Van Moorleghem 7002 South 131st Avenue Omaha, NE 68138

## **B. PROPERTY OWNER:**

Liberty Land, LLC 7002 South 131st Avenue Omaha, NE 68138

#### C. GENERAL LOCATION:

Daniell Road and Chennault Street

### D. LEGAL DESCRIPTION:

Lots 94 through 170, and Outlot B, Liberty, being a replat of part of Outlot B and part of Lot 1, Daniell's Farm Addition, located in the Northwest ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

## **E. REQUESTED ACTIONS:**

1. Final plat Lots 94 through 170, and Outlot B, Liberty for the purpose of single family residential development.

### F. EXISTING ZONING AND LAND USE:

RS-72-PS, Vacant

#### **G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain final plat approval to enable single family residential development.

#### H. SIZE OF SITE:

The site is approximately 25 acres.

## II. BACKGROUND INFORMATION

#### A. EXISTING CONDITION OF SITE:

The site is presently vacant.

#### B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. North: Single Family Residential, RS-72

2. East: Single Family Residential, RS-72-PS

3. South: Vacant, AG

4. West: Single Family Residential, RS-72-PS and RS-72

#### C. REVELANT CASE HISTORY:

- 1. On January 26, 2012, the Planning Commission recommended approval of a request to rezone Lots 1 through 5, Daniell's Farm Addition, being a platting of Tax Lot 16A, Tax Lot 17A1A, Tax Lot 18A1A, Tax Lot 18A1B1, all located in Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to AG, RS-72, RG-50 and MU for the purpose of future park, residential, and commercial development; and small subdivision plat Lots 1 through 5, Daniell's Farm Addition. The City Council approved the aforementioned request April 9, 2012.
- 2. On November 19, 2015, the Planning Commission recommended approval of a request to rezone Lots 1 through 292, and Outlots B through D, Liberty, being a replat of Lot 2, and Outlot B, Daniell's Farm Addition; together with part of Tax Lot 19 lying north of new Capehart Road except right-of-way, located in the Southwest ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG and RS-72 to RS-72-PS for the purpose of single family residential development; and preliminary plat Lots 1 through 292, and Outlots B through D, Liberty. The City Council approved the aforementioned request on January 11, 2016.
- 3. On December 15, 2016, the Planning Commission recommended approval of a request to final plat Lots 1 through 93, and Outlot A, Liberty, being a platting of part of Lot 1, part of Lot 2, and part of Outlot B, Daniell's Farm Addition; and

approval of the Subdivision Agreement. On January 9, 2017, the City Council approved the aforementioned request.

4. On October 24, 2019, the Planning Commission recommended approval of a request to final plat Lots 94 through 170, and Outlot B, Liberty for the purpose of single family residential development.

#### **D. APPLICABLE REGULATIONS:**

- 1. Chapter 4, Subdivision Regulations, regarding Final Plats.
- 2. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

## III. ANALYSIS

#### A. COMPREHENSIVE PLAN:

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

#### **B. OTHER PLANS:**

None

#### C. TRAFFIC AND ACCESS:

- 1. There is no traffic data information available for this area.
- 2. Access for this portion of the development is proposed from Chennault Street, as well as newly constructed extensions of Daniell Road and Barksdale Drive.

#### D. UTILITES:

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

#### E. ANALYSIS:

- 1. Liberty Land LLC, Dennis Van Moorleghem, has submitted a request to final plat Lots 94 through 170, and Outlot B, Liberty. This is the second of four phases to be final platted.
- 2. RS-72-PS zoning for single family residences was requested for the development, and will take effect upon filing of the final plat.
- 3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Offutt Air Force Base, Sarpy

County Planning Director, Sarpy County Public Works Director, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Krista Wassenaar, Sarpy County Senior Engineer, and Public Works Engineer Matt Knight had minor technical comments pertaining to the plat. The applicant's engineer has since revised these items to satisfy these issues.

No other comments were received on this case.

- 4. The final plat is in conformance with the approved preliminary plat.
- 5. The applicant has submitted an amendment to the Subdivision Agreement which has been reviewed by the City Attorney and will be presented to the City Council with the final plat request.

#### F. TECHNICAL DEFICIENCIES:

None

## IV. <u>DEPARTMENT RECOMMENDATION</u>

APPROVAL based upon conformance with the preliminary plat.

## V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat, the Comprehensive Plan, and the requirements of the Bellevue Zoning Ordinance.

## VI. <u>ATTACHMENTS TO REPORT</u>

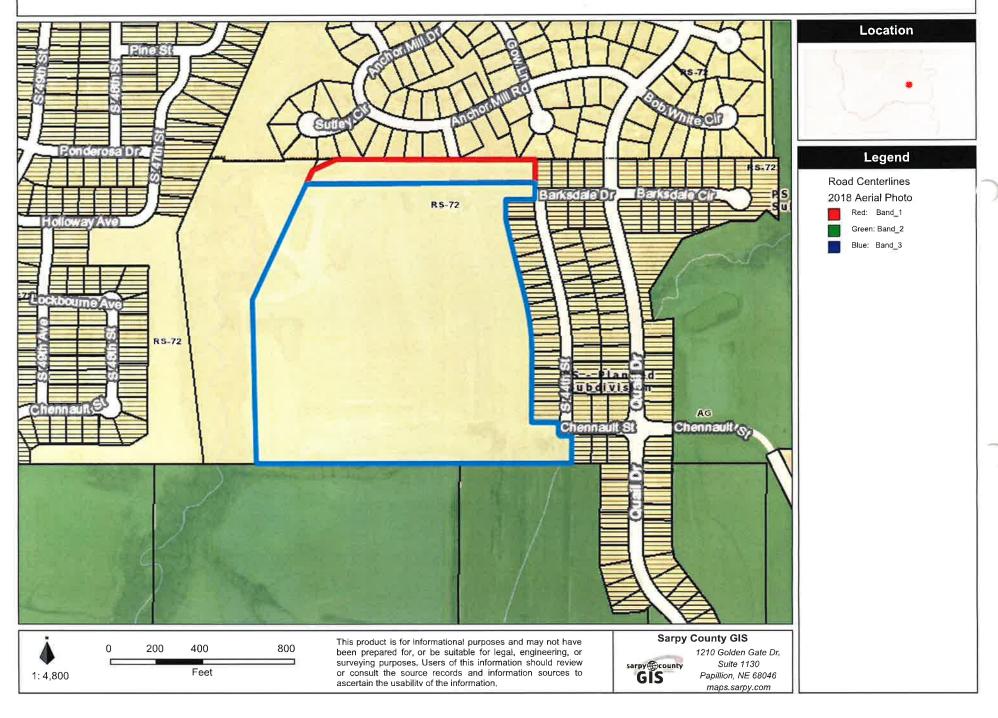
- 1. Zoning Map
- 2. 2018 GIS aerial photo of the property
- 3. Map showing Liberty Phase One and Phase Two
- 4. Final plat received October 10, 2019
- 5. Liberty Phase 2 Subdivision Agreement received October 15, 2019

## VII. COPIES OF REPORT TO:

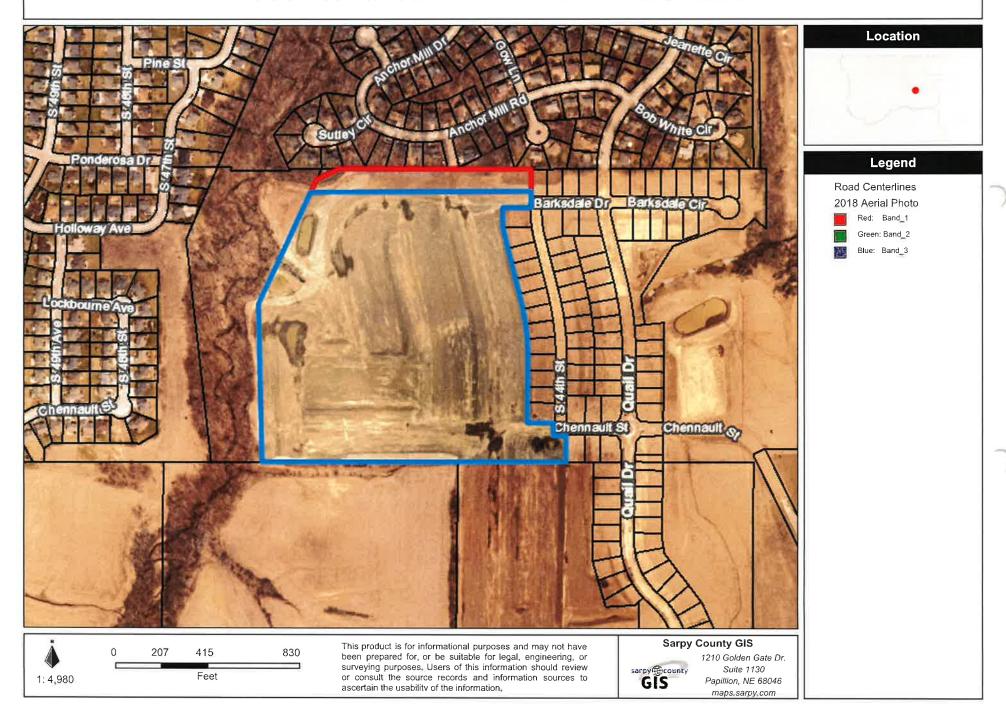
- 1. Liberty Land, LLC
- 2. Thompson, Dreesen, & Dorner, Inc.
- 3. Croker, Huck, Kasher, DeWitt, Anderson, and Gonderinger, LLC
- 4. Public Upon Request

Jammi & Palm 10/29/19
Prepared by:

## **Zoning Map**



## Pt of Lot 1 & Pt of Outlot B Daniell's Farm Addition





### LIBERTY

LOTS 94 THRU 170, INCLUSIVE AND OUTLOT "B"

BEING A REPLATTING OF PART OF OUTLOT "B" AND PART OF LOT 1, DANIELL'S FARM ADDITION, A SUBDIVISION LOCATED IN SECTION 5, TIBN. RIBE OF THE 6th P.M. IN SARPY COUNTY, NEBRASKA.

CITY CLERK

APPROVAL OF BELLEVUE PLANNING COMMISSION

125.00

APPROVAL OF BELLEVUE CITY COUNCIL BELLEVUE PLANNING COMMISSIONER THIS PLAT OF LIBERTY WAS APPROVED AND ACCEPTED BY THE BELLEVAR CITY COUNCIL ON THIS DAY OF DEED APPROVAL OF THIS PLAT BECOMES NULL AND YOU OF NOT RECORDED WITHIN 50 DAYS OF THE ADDYC DATE.

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SERVICION'S CERTIFICATE AND EMBRACED WITHOUT THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS

REEK

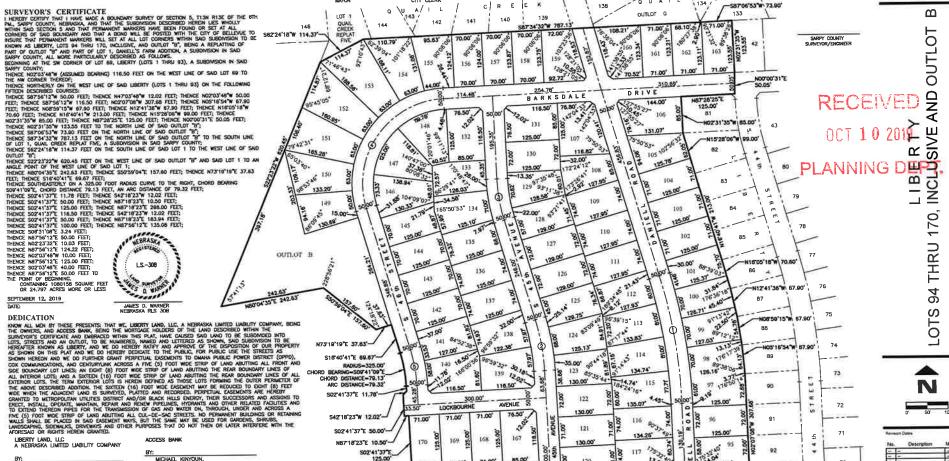
IDEASIDER'S STA

REVIEW BY SARPY COUNTY PUBLIC WORKS THIS PLAT OF LIBERTY WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS DAY OF ________, 2019.

PARKY CYNINGY TREASURED



thompson, dreessen & dorner, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330,5866



71.00

N8718'23"E 295.00

BY:
DENNY VAN MOORLEGHEM, MANAGER ACKNOWLEDGEMENT OF NOTARY

COUNTY OF SARPY)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS DAY OF BY DENNY VAN MODELGOHEM, MANAGER OF LIBERTY LAND, LLC, A NEBRASKA LIMITED LIABILITY, COMPANY ON BEHALF OF SAID COMPANY ON BEHALF OF SAID COMPANY ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

MICHAEL KINYOUN, COMMERCIAL REAL ESTATE OFFICER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA) COUNTY OF SARPY)

THE FORECOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ________, 2018 BY MICHAEL KINYDUN, COMMERCIAL REAL ESTATE OFFICER OF ACCESS BANK ON BEHALF OF SAID BANK.

NOTARY PUBLIC



120

130.00

13.32.00

132.41

Job No.: A245-190A Drawn By: RJR Reviewed By: JDW Date: SEPT, 12, 2019 Book: Page: CITY OF BELLEVUE FINAL PLAT

70

N02'03'48'W

SHEET 1 OF 1

# CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11	/05/2019 SUBM	ITTED BY: Tammi Palm	, Planning Departmen	nt	
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	<b>/</b>
RESOLUTION		CURRENT BUSINESS		OTHER	
SUBJECT:					
Request to final plat Lots 94 to of the Liberty Phase 2 Subdiv	hrough 170, and ision Agreemen	d Outlot B, Liberty, font. Applicant: Liberty	or the purpose of sing Land, LLC. Gener	gle family residential developm al Location: Daniell Road and	nent; and approval Chennault Street.
SYNPOSIS/BACKGROUND:					
purpose of single family	residential of he Liberty Pl	levelopment. In co	onjunction with	ough 170, and Outlot B, I the final plat, the applicant is plat is the second of fo	nt is also
FISCAL IMPACT: None	В	JDGETED FUNDS?: NO	)	GRANT/MATCHING FUNDS?: NO	
TRACKING INFORMATION FOR					
IS THIS A CONTRACT?: NO		COUNTER-PARTY:		INTERLOCAL AGREEMEN	NT: NO
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE	:	CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:		I. L		J. L.	
START DATE:	ND DATE:	PAYMENT D	DATE:	INSURANCE REQUIRED:	YES
CIP PROJECT NAME:	·	CIP PROJEC	T NUMBER:		
STREET DISTRICT NAME (S):		STREET DIS	TRICT NUMBER (S):		
ACCOUNTING DISTRUBUTION	CODE:	ACCOUNT N	NUMBER:		
DECOMMENDATION.			As		
The Planning Department approval of this request.	nt recommen	ded approval of th	is request. The	Planning Commission rec	commended
ATTACHMENTS:				112	
PC recommendation		2. Planning Depar	tment staff repo	rt 3. Liberty Phase 2 Subdiv	ision Agreement
4.		5.		6.	
SIGNATURES:		D. W. Dada	40		
LEGAL APPROVAL AS TO FORM:	#	- DICE TOOD	<del>  </del>		
FINANCE APPROVAL AS TO FOR	M:	1/1/	/		
ADMINISTRATOR APPROVAL AS	TO FORM:	DAVAN1/C	<u>~`</u>		

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

Α	PPI	JC.	AN	Т٠
4 1				

Liberty Land LLC

LOCATION:

North of 45th Street and Capehart Road

CITY COUNCIL HEARING DATE:

November 05, 2019

**REQUEST:** 

to final plat Lots 94 through 170, and Outlot B, Liberty for the purpose of single family

residential development.

On October 24, 2019, the City of Bellevue Planning Commission voted seven yes, zero no and zero abstained:

**APPROVAL** of the final plat based on conformance with the preliminary plat, the comprehensive plan and requirements of the Bellevue zoning regulations.

#### VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Casey					Jacobson	
	Cain					Perrin	
	Aerni						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on:

October 24, 2019

## CITY OF BELLEVUE PLANNING DEPARTMENT

#### **RECOMMENDATION REPORT #2**

CASE NUMBERS: S-1910-08

FOR HEARING OF:

REPORT #1:

October 24, 2019

REPORT #2:

November 5, 2019

## I. GENERAL INFORMATION

#### A. APPLICANT:

Liberty Land, LLC Dennis Van Moorleghem 7002 South 131st Avenue Omaha, NE 68138

#### **B. PROPERTY OWNER:**

Liberty Land, LLC 7002 South 131st Avenue Omaha, NE 68138

#### **C. GENERAL LOCATION:**

Daniell Road and Chennault Street

#### D. LEGAL DESCRIPTION:

Lots 94 through 170, and Outlot B, Liberty, being a replat of part of Outlot B and part of Lot 1, Daniell's Farm Addition, located in the Northwest ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

## **E. REQUESTED ACTIONS:**

1. Final plat Lots 94 through 170, and Outlot B, Liberty for the purpose of single family residential development.

### F. EXISTING ZONING AND LAND USE:

RS-72-PS, Vacant

#### **G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain final plat approval to enable single family residential development.

#### H. SIZE OF SITE:

The site is approximately 25 acres.

## II. <u>BACKGROUND INFORMATION</u>

#### A. EXISTING CONDITION OF SITE:

The site is presently vacant.

#### B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. North: Single Family Residential, RS-72

**2. East:** Single Family Residential, RS-72-PS

3. South: Vacant, AG

4. West: Single Family Residential, RS-72-PS and RS-72

#### C. REVELANT CASE HISTORY:

- 1. On January 26, 2012, the Planning Commission recommended approval of a request to rezone Lots 1 through 5, Daniell's Farm Addition, being a platting of Tax Lot 16A, Tax Lot 17A1A, Tax Lot 18A1A, Tax Lot 18A1B1, all located in Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to AG, RS-72, RG-50 and MU for the purpose of future park, residential, and commercial development; and small subdivision plat Lots 1 through 5, Daniell's Farm Addition. The City Council approved the aforementioned request April 9, 2012.
- 2. On November 19, 2015, the Planning Commission recommended approval of a request to rezone Lots 1 through 292, and Outlots B through D, Liberty, being a replat of Lot 2, and Outlot B, Daniell's Farm Addition; together with part of Tax Lot 19 lying north of new Capehart Road except right-of-way, located in the Southwest ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG and RS-72 to RS-72-PS for the purpose of single family residential development; and preliminary plat Lots 1 through 292, and Outlots B through D, Liberty. The City Council approved the aforementioned request on January 11, 2016.
- 3. On December 15, 2016, the Planning Commission recommended approval of a request to final plat Lots 1 through 93, and Outlot A, Liberty, being a platting of part of Lot 1, part of Lot 2, and part of Outlot B, Daniell's Farm Addition; and

approval of the Subdivision Agreement. On January 9, 2017, the City Council approved the aforementioned request.

4. On October 24, 2019, the Planning Commission recommended approval of a request to final plat Lots 94 through 170, and Outlot B, Liberty for the purpose of single family residential development.

#### D. APPLICABLE REGULATIONS:

- 1. Chapter 4, Subdivision Regulations, regarding Final Plats.
- 2. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

## III. ANALYSIS

#### A. COMPREHENSIVE PLAN:

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

#### **B. OTHER PLANS:**

None

#### C. TRAFFIC AND ACCESS:

- 1. There is no traffic data information available for this area.
- 2. Access for this portion of the development is proposed from Chennault Street, as well as newly constructed extensions of Daniell Road and Barksdale Drive.

#### D. UTILITES:

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

#### E. ANALYSIS:

- 1. Liberty Land LLC, Dennis Van Moorleghem, has submitted a request to final plat Lots 94 through 170, and Outlot B, Liberty. This is the second of four phases to be final platted.
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- 3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Offutt Air Force Base, Sarpy

County Planning Director, Sarpy County Public Works Director, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Krista Wassenaar, Sarpy County Senior Engineer, and Public Works Engineer Matt Knight had minor technical comments pertaining to the plat. The applicant's engineer has since revised these items to satisfy these issues.

No other comments were received on this case.

- 4. The final plat is in conformance with the approved preliminary plat.
- 5. The applicant has submitted an amendment to the Subdivision Agreement which has been reviewed by the City Attorney and will be presented to the City Council with the final plat request.

#### F. TECHNICAL DEFICIENCIES:

None

## IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat.

## V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat, the Comprehensive Plan, and the requirements of the Bellevue Zoning Ordinance.

## VI. <u>ATTACHMENTS TO REPORT</u>

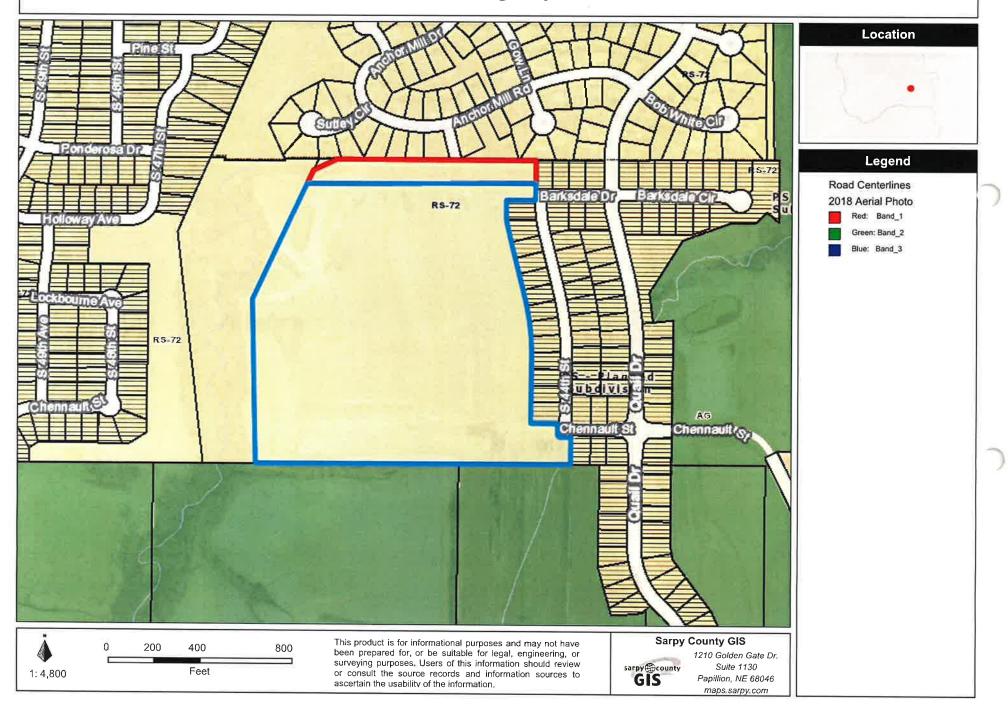
- 1. Zoning Map
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## VII. COPIES OF REPORT TO:

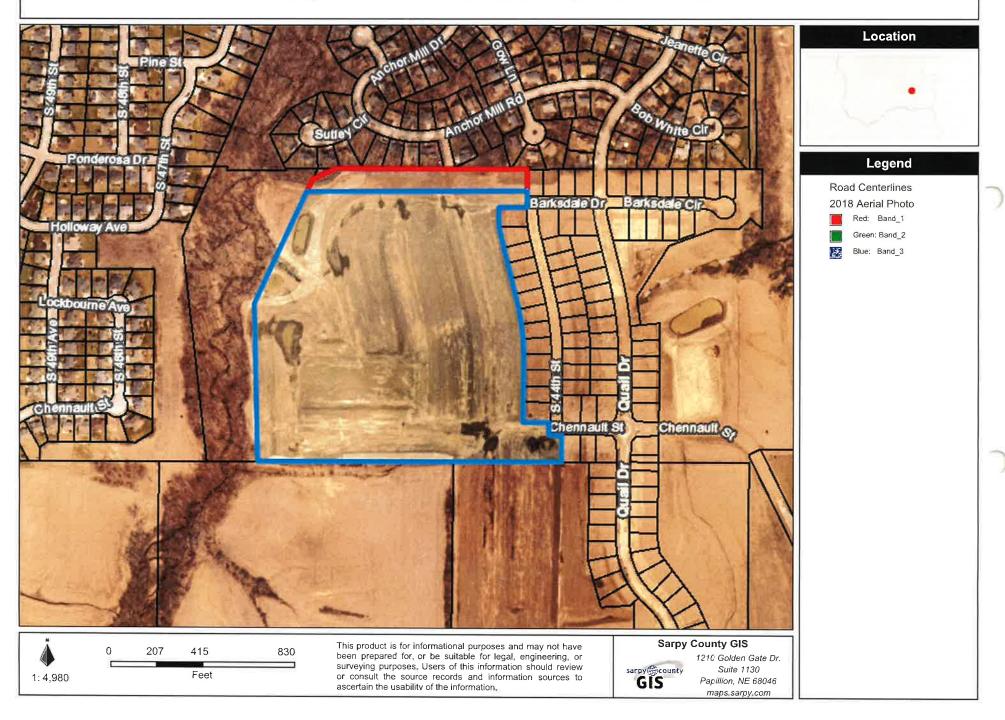
- 1. Liberty Land, LLC
- 2. Thompson, Dreesen, & Dorner, Inc.
- 3. Croker, Huck, Kasher, DeWitt, Anderson, and Gonderinger, LLC
- 4. Public Upon Request

Sammi & Palm 10/29/19
Prepared by:

## **Zoning Map**



## Pt of Lot 1 & Pt of Outlot B Daniell's Farm Addition





## LIBERTY

LOTS 94 THRU 170, INCLUSIVE AND OUTLOT "B"

BEING A REPLATTING OF PART OF OUTLOT "B" AND PART OF LOT 1, DANIELL'S FARM ADDITION, A SUBDIVISION LOCATED IN SECTION 5, T13N, R13E OF THE 6th P M, IN SARPY COUNTY, NEBRASKA

APPROVAL OF BELLEVUE PLANNING COMMISSION
THIS PLAT OF LIBERTY WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION ON THIS _____DAY OF ___
THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 80 DAYS OF THE ABOVE DATE.

APPROVAL OF BELLEVUE CITY COUNCIL.

THIS PLAT OF LIBERTY WIS APPROVED AND ACCOPTED BY THE BELLEVIE CITY COUNCIL.

BUT OF LIBERTY WIS APPROVED AND ACCOPTED BY THE BELLEVIE CITY COUNCIL.

BUT OF LIBERTY WIS APPROVED AND ACCOPTED BY THE BECOMES

UNIT OF HOT RECORDED WITHIN BO LONS OF THE ABOVE LONG.

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTEFY THAT I FIND NO REQULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTERICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS DEPOCE THIS. DAY OF

Treasurem's seal.

SD6"31"D8"F 3.24"-

NB758'12"E 50.00"-

10.03

502'03'48"F 40.00"

SARPY COUNTY TREASURER



thompson, dreessen & dorner, inc. 10836 Oki Mill Rd Omaha, NE 68154 p.402 330 8860 1,402 330,5866 td/2co.com

SHEET 1 OF 1

N8756'12'E 50.00

REEK MAYOR CITY CLERK REEK U,143 SURVEYOR'S CERTIFICATE -587 06 53 W 73.90 LOT 1 133 B CUTLOT 139 140 141 142 144 CAT'34'32'W 787.1 S8Z24'16'W 114.37'-OUTLOT 72.00 21.25. 139 SYDDA CUINTA 23.21 SURVEYOR/ENGINEER 162 163 161 158 126 20 30 46'43. 155 156 157 70.52 N00'00'31"E 153 310.69 254.78 DRIVE 114.48 15'45'05" BARKSDALE RECEIVED N8728'25 E 144.00 152 76.80 116.50 125.00 160.05 1470 202. 131 106 1202 148 N0231'35'W 65.00' 131.07 6 8 132 151 125.00 115.82 g'42'31" 75'50'53--N15'28'05'W 99.00' Ø SIN 105 10256 56.83 165.28 82 œ 130 94.00 · 63. -32.00 125.78 147 9855a6 150 **PLANNING** 133 125.00 4 0 7724 108 129 93-11-8 3262 5 127.95 B 104 126.03 83 THENCE SOUTH CONTROL TO A 35 SET AN ARE DISTINCTED FOR THE SOUTH CONTROL TO A 35 SET AND A 55 SET A 55 Ž -34.58 128 58 79 149 109 130.33 128 9521 21.79 165'50'53" 134 103 84 5 15.00 -22.00 Ó 130.69 125.00 18 145 / 110 102  $\overline{\phantom{a}}$ 85 135 127 127.95 THRU OUTLOT B 111 30.00 M16'05'18 89.390 136 127.95 101 RS 126 \$18 27.45° 143 125.57 100 17636'18 N1241'35'W 67.90' 94 SEPTEMBER 12, 2019 137 125 128.71 45.40 1 127.93 JAMES D. WARNER NEBRASKA RLS 308 142 129.75 91.13.42 S DEDICATION 3200 96.39,12, 113 75 NOW 59'15"W 87.90" KNOW ALL MEN BY THESE PRESENTS: THAT WE, LIBERTY LAND, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS, AND ACCESS BANK, BEING THE MORTGAGE HOLDERS OF THE LAND DESCRIBED WITHIN THE 22.00 NOW ALL MEN BY THESE PRESENTS THAT WE, DIBERTY LAND, LLC, A NEBRASIKA LIMITED LABILITY COMPANY, BBING THE OWNERS, AND ACCESS BANK, BRING THE MORTOGAE PLOLEDS OF THE LAND DESCRIBED WITHIN THE SURVIVOR'S CERTIFICATE AND DISPRECED WITHIN THIS PLAT, HAVE CULSED SAID LAND TO BE SUBDIMIZED BY THE SURVIVOR'S CERTIFICATE AND DISPRECED WITHIN THIS PLAT, HAVE CULSED SAID LAND TO BE SUBDIMIZED BY BE SUBDIMIZED AS SUBDIMIZED BY BE SUBDIMIZED AS SUBDIMIZED BY BE SUBDIMIZED 5 32 138 88 99 141 84'32'38 133.83 N73'19'19'E 37.63'-127.03 ➂ 122.38 125.13 13.13 74 127.00 NO5'10'54'W 67.90 -35.00" gg sa 10 is 140 16.50 S16'40'41"F 69.67"-16 89 RADIUS-325.00" RING-SD9'41'09'E (5) 126.16 134.74 139 85'35'44 73 CHORD DISTANCE=79.13 130.00 184.74" 115 116.50 116.50 S0741'37"F 11.78" £'76. 300.00 122 4.45% 125.00 AVENUE 135.07 \$3.50 LOCKBOURNE 72 130.00 76.50 S42'18'23'W 12.02'-71,00 71.00 90'02.40.J 91 116 96 121 502'41'37"E 50.00'-125.00 71 LIBERTY LAND, LLC A NEBRASKA LIMITED LIABILITY COMPANY 134.25 ACCESS BANK 167 168 N87 18'23"E 10.50"-169 130.00 95 17532 S02'41'37'E 117 22 MICHAEL KINYOUN 13.32.00 DENNY VAN MOORLEGHEM, MANAGER ERCIAL REAL ESTATE OFFICER 71.00 120 70 132.41 N87 18'23"E 298.00 130.00 N02'03'48'W ACKNOWLEDGEMENT OF NOTARY Job No,: A245-190A 50.00 93 Drawn By: RJR COUNTY OF SARPY) CENTERLINE CURVE INFORMATION NATOS'AR'S 58756'12"W 118.50" 12.02 Reviewed By: JDW THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS DAY OF BY DENNY VAN MOORLEGHEN, MANAGER OF LIBERTY LAND, LLC, A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY ON CURVE | DELTA LENGTH TANGENT RADIUS \$42'18'23'W Date: SEPT, 12, 2019 14'36'53" 306.09" 153.68" 1200.00 77.00' 8,53.00' 53.00' 8 77.00' STREET 8 \$8756'12'W Book: 13'59'04" 122.04' 61.33' 500.00' 182.16 Page: 14'09'06" 98.60' 49.65' 400.00' 104'09'07" 363.56' 258.69' 200.00' NOTARY PUBLIC S074137E CHENNAULT 723 5 165 48 116.50 1202 Sheet Tale 13"59"04" 85.43" 42.93" 350.00" N57 15'23'E 183.94" 77.23'-6 ACKNOWLEDGEMENT OF NOTARY 5 166 3 5 6 135.08 5 6 164 200.888 CITY OF BELLEVUE 38 69 STATE OF NEBRASKA) COUNTY OF SARPY) FINAL PLAT NOTES S02'41'37"E 100.00'-Po. 125.00 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ______DAY OF _______, 2018 BY MICHAEL KINYOUN, COMMERCIAL REAL ESTATE OFFICER OF ACCESS BANK ON BEHALF OF SAID BANK. 124.22 N8756'12'E 1. ALL CHAMPER ANGLES ARE 135'00'00" UNLESS NOTED. N8758'12'E 125.00 2. ALL ANGLES ARE 90'00'00" UNLESS NOTED. NB756'12'E 124.22 N02'03'48" 135.08 N02'23'32'E POINT OF

NOTARY PUBLIC

# CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11	/05/2019 SUBM	ITTED BY: Tammi Palm	, Planning Departmen	nt	
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	<b>/</b>
RESOLUTION		CURRENT BUSINESS		OTHER	
SUBJECT:					
Request to final plat Lots 94 to of the Liberty Phase 2 Subdiv	hrough 170, and ision Agreemen	d Outlot B, Liberty, font. Applicant: Liberty	or the purpose of sing Land, LLC. Gener	gle family residential developm al Location: Daniell Road and	nent; and approval Chennault Street.
SYNPOSIS/BACKGROUND:					
purpose of single family	residential of he Liberty Pl	levelopment. In co	onjunction with	ough 170, and Outlot B, I the final plat, the applicant is plat is the second of fo	nt is also
FISCAL IMPACT: None	В	JDGETED FUNDS?: NO	)	GRANT/MATCHING FUNDS?: NO	
TRACKING INFORMATION FOR					
IS THIS A CONTRACT?: NO		COUNTER-PARTY:		INTERLOCAL AGREEMEN	NT: NO
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE	:	CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:		I. L		J. L.	
START DATE:	ND DATE:	PAYMENT D	DATE:	INSURANCE REQUIRED:	YES
CIP PROJECT NAME:	·	CIP PROJEC	T NUMBER:		
STREET DISTRICT NAME (S):		STREET DIS	TRICT NUMBER (S):		
ACCOUNTING DISTRUBUTION	CODE:	ACCOUNT N	NUMBER:		
DECOMMENDATION.			As		
The Planning Department approval of this request.	nt recommen	ded approval of th	is request. The	Planning Commission rec	commended
ATTACHMENTS:				112	
PC recommendation		2. Planning Depar	tment staff repo	rt 3. Liberty Phase 2 Subdiv	ision Agreement
4.		5.		6.	
SIGNATURES:		D. W. Dada	40		
LEGAL APPROVAL AS TO FORM:	#	- DICE TOOD	<del>  </del>		
FINANCE APPROVAL AS TO FOR	M:	1/1/	/		
ADMINISTRATOR APPROVAL AS	TO FORM:	DAVAN1/C	<u>~`</u>		

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

Α	PPI	JC.	AN	Т٠
4 1				

Liberty Land LLC

LOCATION:

North of 45th Street and Capehart Road

CITY COUNCIL HEARING DATE:

November 05, 2019

**REQUEST:** 

to final plat Lots 94 through 170, and Outlot B, Liberty for the purpose of single family

residential development.

On October 24, 2019, the City of Bellevue Planning Commission voted seven yes, zero no and zero abstained:

**APPROVAL** of the final plat based on conformance with the preliminary plat, the comprehensive plan and requirements of the Bellevue zoning regulations.

#### VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Casey					Jacobson	
	Cain					Perrin	
	Aerni						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on:

October 24, 2019

## CITY OF BELLEVUE PLANNING DEPARTMENT

#### **RECOMMENDATION REPORT #2**

CASE NUMBERS: S-1910-08

FOR HEARING OF:

REPORT #1:

October 24, 2019

REPORT #2:

November 5, 2019

## I. GENERAL INFORMATION

#### A. APPLICANT:

Liberty Land, LLC Dennis Van Moorleghem 7002 South 131st Avenue Omaha, NE 68138

#### **B. PROPERTY OWNER:**

Liberty Land, LLC 7002 South 131st Avenue Omaha, NE 68138

#### **C. GENERAL LOCATION:**

Daniell Road and Chennault Street

#### D. LEGAL DESCRIPTION:

Lots 94 through 170, and Outlot B, Liberty, being a replat of part of Outlot B and part of Lot 1, Daniell's Farm Addition, located in the Northwest ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

## **E. REQUESTED ACTIONS:**

1. Final plat Lots 94 through 170, and Outlot B, Liberty for the purpose of single family residential development.

### F. EXISTING ZONING AND LAND USE:

RS-72-PS, Vacant

#### **G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain final plat approval to enable single family residential development.

#### H. SIZE OF SITE:

The site is approximately 25 acres.

## II. <u>BACKGROUND INFORMATION</u>

#### A. EXISTING CONDITION OF SITE:

The site is presently vacant.

#### B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. North: Single Family Residential, RS-72

**2. East:** Single Family Residential, RS-72-PS

3. South: Vacant, AG

4. West: Single Family Residential, RS-72-PS and RS-72

#### C. REVELANT CASE HISTORY:

- 1. On January 26, 2012, the Planning Commission recommended approval of a request to rezone Lots 1 through 5, Daniell's Farm Addition, being a platting of Tax Lot 16A, Tax Lot 17A1A, Tax Lot 18A1A, Tax Lot 18A1B1, all located in Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to AG, RS-72, RG-50 and MU for the purpose of future park, residential, and commercial development; and small subdivision plat Lots 1 through 5, Daniell's Farm Addition. The City Council approved the aforementioned request April 9, 2012.
- 2. On November 19, 2015, the Planning Commission recommended approval of a request to rezone Lots 1 through 292, and Outlots B through D, Liberty, being a replat of Lot 2, and Outlot B, Daniell's Farm Addition; together with part of Tax Lot 19 lying north of new Capehart Road except right-of-way, located in the Southwest ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG and RS-72 to RS-72-PS for the purpose of single family residential development; and preliminary plat Lots 1 through 292, and Outlots B through D, Liberty. The City Council approved the aforementioned request on January 11, 2016.
- 3. On December 15, 2016, the Planning Commission recommended approval of a request to final plat Lots 1 through 93, and Outlot A, Liberty, being a platting of part of Lot 1, part of Lot 2, and part of Outlot B, Daniell's Farm Addition; and

approval of the Subdivision Agreement. On January 9, 2017, the City Council approved the aforementioned request.

4. On October 24, 2019, the Planning Commission recommended approval of a request to final plat Lots 94 through 170, and Outlot B, Liberty for the purpose of single family residential development.

#### D. APPLICABLE REGULATIONS:

- 1. Chapter 4, Subdivision Regulations, regarding Final Plats.
- 2. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

## III. ANALYSIS

#### A. COMPREHENSIVE PLAN:

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

#### **B. OTHER PLANS:**

None

#### C. TRAFFIC AND ACCESS:

- 1. There is no traffic data information available for this area.
- 2. Access for this portion of the development is proposed from Chennault Street, as well as newly constructed extensions of Daniell Road and Barksdale Drive.

#### D. UTILITES:

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

#### E. ANALYSIS:

- 1. Liberty Land LLC, Dennis Van Moorleghem, has submitted a request to final plat Lots 94 through 170, and Outlot B, Liberty. This is the second of four phases to be final platted.
- 2. RS-72-PS zoning for single family residences was requested for the development, and will take effect upon filing of the final plat.
- 3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Offutt Air Force Base, Sarpy

County Planning Director, Sarpy County Public Works Director, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Krista Wassenaar, Sarpy County Senior Engineer, and Public Works Engineer Matt Knight had minor technical comments pertaining to the plat. The applicant's engineer has since revised these items to satisfy these issues.

No other comments were received on this case.

- 4. The final plat is in conformance with the approved preliminary plat.
- 5. The applicant has submitted an amendment to the Subdivision Agreement which has been reviewed by the City Attorney and will be presented to the City Council with the final plat request.

#### F. TECHNICAL DEFICIENCIES:

None

## IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat.

## V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat, the Comprehensive Plan, and the requirements of the Bellevue Zoning Ordinance.

## VI. <u>ATTACHMENTS TO REPORT</u>

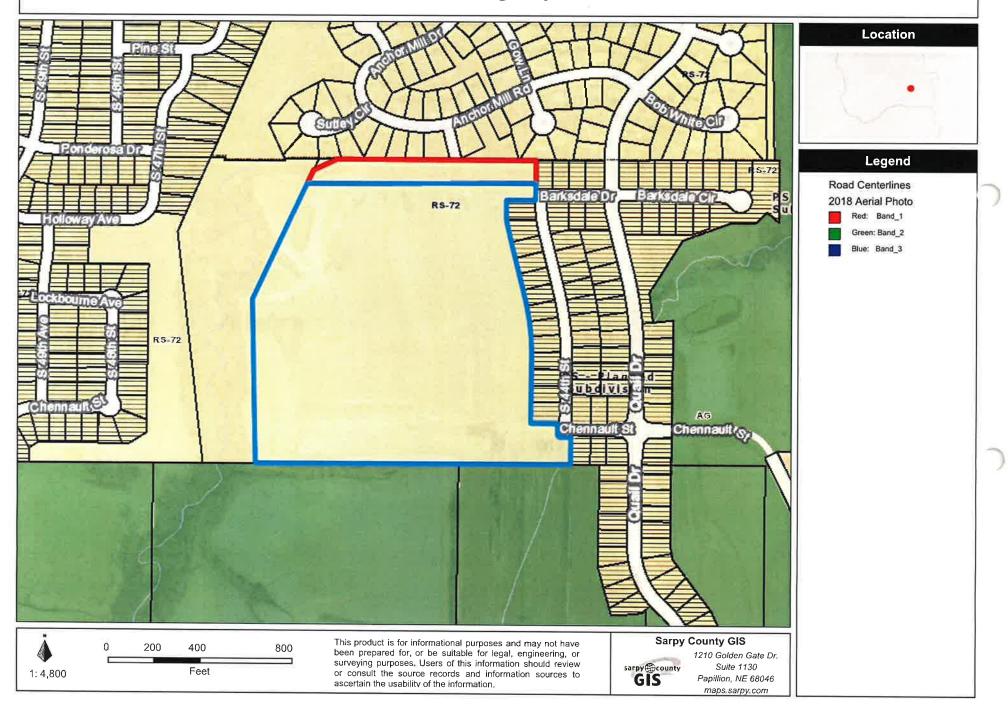
- 1. Zoning Map
- 2. 2018 GIS aerial photo of the property
- 3. Map showing Liberty Phase One and Phase Two
- 4. Final plat received October 10, 2019
- 5. Liberty Phase 2 Subdivision Agreement received October 15, 2019

## VII. COPIES OF REPORT TO:

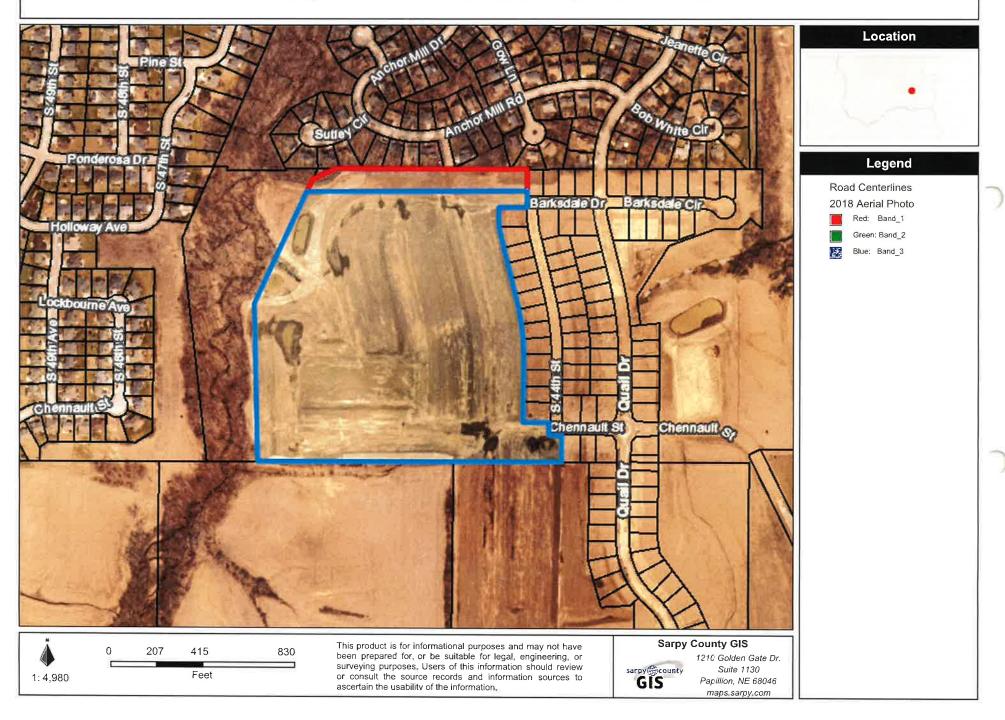
- 1. Liberty Land, LLC
- 2. Thompson, Dreesen, & Dorner, Inc.
- 3. Croker, Huck, Kasher, DeWitt, Anderson, and Gonderinger, LLC
- 4. Public Upon Request

Sammi & Palm 10/29/19
Prepared by:

## **Zoning Map**



## Pt of Lot 1 & Pt of Outlot B Daniell's Farm Addition





#### LIBERTY

LOTS 94 THRU 170, INCLUSIVE AND OUTLOT "B"

BEING A REPLATTING OF PART OF OUTLOT "B" AND PART OF LOT 1, DANIELL'S FARM ADDITION, A SUBDIVISION LOCATED IN SECTION 5, T13N, R13E OF THE 6th P M, IN SARPY COUNTY, NEBRASKA

APPROVAL OF BELLEVUE PLANNING COMMISSION
THIS PLAT OF LIBERTY WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION ON THIS _____DAY OF ___
THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 80 DAYS OF THE ABOVE DATE.

APPROVAL OF BELLEVUE CITY COUNCIL.

THIS PLAT OF LIBERTY WIS APPROVED AND ACCOPTED BY THE BELLEVIE CITY COUNCIL.

BUT OF LIBERTY WIS APPROVED AND ACCOPTED BY THE BELLEVIE CITY COUNCIL.

BUT OF LIBERTY WIS APPROVED AND ACCOPTED BY THE BECOMES

UNIT OF HOT RECORDED WITHIN BO LONS OF THE ABOVE LONG.

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTEFY THAT I FIND NO REQULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTERICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS DEPOCE THIS. DAY OF

Treasurem's seal.

SD6"31"D8"F 3.24"-

NB758'12"E 50.00"-

10.03

502'03'48"F 40.00"

SARPY COUNTY TREASURER



thompson, dreessen & dorner, inc. 10836 Oki Mill Rd Omaha, NE 68154 p.402 330 8860 1,402 330,5866 td/2co.com

SHEET 1 OF 1

N8756'12'E 50.00

REEK MAYOR CITY CLERK REEK U,143 SURVEYOR'S CERTIFICATE -S87'06'53'W: 73.90' LOT 1 133 B CUTLOT 139 140 141 142 144 CAT'34'32'W 787.1 S8Z24'16'W 114.37'-OUTLOT 72.00 21.25. 139 SYDDA CUINTA 23.21 SURVEYOR/ENGINEER 162 163 161 158 126 20 30 46'43. 155 156 157 70.52 N00'00'31"E 153 310.69 254.78 DRIVE 114.48 15'45'05" BARKSDALE RECEIVED N8728'25 E 144.00 152 76.80 116.50 125.00 160.05 1470 202. 131 106 1202 148 N0231'35'W 65.00' 131.07 6 8 132 151 125.00 115.82 g'42'31" 75'50'53--N15'28'05'W 99.00' Ø SIN 105 10256 56.83 165.28 82 œ 130 94.00 · 63. -32.00 125.78 147 9855a6 150 **PLANNING** 133 125.00 4 0 7724 108 129 93-11-8 3262 5 127.95 B 104 126.03 83 THENCE SOUTH CONTROL TO A 35 SET AN ARE DISTINCTED FOR THE SOUTH CONTROL TO THE SOUTH CONTROL Ž -34.58 128 58 79 149 109 130.33 128 9521 21.79 165'50'53" 134 103 84 5 15.00 -22.00 Ó 130.69 125.00 18 145 / 110 102  $\overline{\phantom{a}}$ 85 135 127 127.95 THRU OUTLOT B 111 30.00 M16'05'18 89.390 136 127.95 101 RS 126 \$18 27.45° 143 125.57 100 17636'18 N1241'35'W 67.90' 94 SEPTEMBER 12, 2019 137 125 128.71 45.40 1 127.93 JAMES D. WARNER NEBRASKA RLS 308 142 129.75 91.13.42 S DEDICATION 3200 96.39,12, 113 75 NOW 59'15"W 87.90" KNOW ALL MEN BY THESE PRESENTS: THAT WE, LIBERTY LAND, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS, AND ACCESS BANK, BEING THE MORTGAGE HOLDERS OF THE LAND DESCRIBED WITHIN THE 22.00 NOW ALL MEN BY THESE PRESENTS THAT WE, DIBERTY LAND, LLC, A NEBRASIKA LIMITED LABILITY COMPANY, BBING THE OWNERS, AND ACCESS BANK, BRING THE MORTOGAE PLOLEDS OF THE LAND DESCRIBED WITHIN THE SURVIVOR'S CERTIFICATE AND DISPRECED WITHIN THIS PLAT, HAVE CULSED SAID LAND TO BE SUBDIMIZED BY THE SURVIVOR'S CERTIFICATE AND DISPRECED WITHIN THIS PLAT, HAVE CULSED SAID LAND TO BE SUBDIMIZED BY BE SUBDIMIZED AS SUBDIMIZED BY BE SUBDIMIZED AS SUBDIMIZED BY BE SUBDIMIZED 5 32 138 88 99 141 84'32'38 133.83 N73'19'19'E 37.63'-127.03 ➂ 122.38 125.13 13.13 74 127.00 NO5'10'54'W 67.90° i -35.00" gg sa 10 is 140 16.50 S16'40'41"F 69.67"-16 89 RADIUS-325.00" RING-SD9'41'09'E (5) 126.16 134.74 139 85'35'44 73 CHORD DISTANCE=79.13 130.00 184.74" 115 116.50 116.50 S0741'37'F 11.78" £'76. 300.00 122 4.45% 125.00 AVENUE 135.07 \$3.50 LOCKBOURNE 72 130.00 76.50 S42'18'23'W 12.02'-71,00 71.00 90'02.40.J 91 116 96 121 502'41'37"E 50.00'-125.00 71 LIBERTY LAND, LLC A NEBRASKA LIMITED LIABILITY COMPANY 134.25 ACCESS BANK 167 168 N87 18'23"E 10.50"-169 130.00 95 17532 S02'41'37'E 117 22 MICHAEL KINYOUN 13.32.00 DENNY VAN MOORLEGHEM, MANAGER ERCIAL REAL ESTATE OFFICER 71.00 120 70 132.41 N87 18'23"E 298.00 130.00 N02'03'48'W ACKNOWLEDGEMENT OF NOTARY Job No,: A245-190A 50.00 93 Drawn By: RJR COUNTY OF SARPY) CENTERLINE CURVE INFORMATION NATOS'AR'S 58756'12"W 118.50" 12.02 Reviewed By: JDW THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS DAY OF BY DENNY VAN MOORLEGHEN, MANAGER OF LIBERTY LAND, LLC, A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY ON CURVE | DELTA LENGTH TANGENT RADIUS \$42'18'23'W Date: SEPT, 12, 2019 14'36'53" 306.09" 153.68" 1200.00 77.00' 8, 53.00' 53.00' 8 77.00' STREET 8 \$8756'12'W Book: 13'59'04" 122.04' 61.33' 500.00' 182.16 Page: 14'09'06" 98.60' 49.65' 400.00' 104'09'07" 363.56' 258.69' 200.00' NOTARY PUBLIC S074137E CHENNAULT 723 5 165 48 116.50 1202 Sheet Tale 13"59"04" 85.43" 42.93" 350.00" N57 15'23'E 183.94" 77.23'-6 ACKNOWLEDGEMENT OF NOTARY 5 166 3 5 6 135.08 5 6 164 200.888 CITY OF BELLEVUE 38 69 STATE OF NEBRASKA) COUNTY OF SARPY) FINAL PLAT NOTES S02'41'37"E 100.00'-Po. 125.00 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ______DAY OF _______, 2018 BY MICHAEL KINYOUN, COMMERCIAL REAL ESTATE OFFICER OF ACCESS BANK ON BEHALF OF SAID BANK. 124.22 N8756'12'E 1. ALL CHAMPER ANGLES ARE 135'00'00" UNLESS NOTED. N8758'12'E 125.00 2. ALL ANGLES ARE 90'00'00" UNLESS NOTED. NB756'12'E 124.22 N02'03'48" 135.08 N02'23'32'E POINT OF

NOTARY PUBLIC

## CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/05/2019	SUBM	ITTED BY: City Clerk				
AGENDA ITEM:		CONSENT AGENDA			SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE			PUBLIC HEARING	
RESOLUTION		CURRENT BUSINES	s 🔲		OTHER	
SUBJECT:						
Year end Certification of City S Incentive funds.	treet Su	perintendent form	is the bas	is for deter	mining the city's calendar	r year 2019
SYNPOSIS/BACKGROUND:						
Each year municipalities are a Mayor, and to include copy of Superintendent Form by the Mayor.	f Resolu	I to annually cert	ify the Ci the signi	ty Street Sing of the	Superintendent and shall Year-End Certification of	be signed by of City Street
FISCAL IMPACT: N/A	BU	JDGETED FUNDS?: N	1O	G	RANT/MATCHING FUNDS?: NO	
TRACKING INFORMATION FOR CONTE	ACTS AN	_				
IS THIS A CONTRACT?: NO		COUNTER-PARTY:			INTERLOCAL AGREEMEN	NT: NO
CONTRACT DESCRIPTION: N/A						110
CONTRACT EFFECTIVE DATE:		CONTRACTOR	r -		CONTENT OF THE PARTY	
		CONTRACT TERM:	N/A		CONTRACT END DATE:	
PROJECT NAME: N/A						
START DATE: END DA	TE:	PAYMENT	DATE:		INSURANCE REQUIRED:	YES
CIP PROJECT NAME: N/A	7	CIP PROJE	CT NUMBEI	R: N/A		
STREET DISTRICT NAME (S): N/A		STREET D	ISTRICT NU		I/A	
ACCOUNTING DISTRUBUTION CODE	DI/A		NUMBER:	[11	//A	
ACCOUNTING DISTROBUTION CODE	N/A	ACCOUNT	NUMBER:	N/A		
RECOMMENDATION:						
Approve Resolution No. 2019 Program Compliance to the N Riggs is the City Street Super	E Boar	d of Public Road	orizing th s Classifi	e Mayor t cations an	o sign the Annual Certi d Standards, verifying I	fication of Robert Joseph
ATTACHMENTS:						
1. Resolution No. 2019-38		2. Annual Certific	ation For	m	3.:	
4.		5.			6.	
SIGNATURES:		10.00				
LEGAL APPROVAL AS TO FORM:	_	H. Del KODD	ny			
FINANCE APPROVAL AS TO FORM:		/ha	W			
ADMINISTRATOR APPROVAL AS TO FO	RM: _	Saul 71				

#### **RESOLUTION**

# SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2019

Resolution No. 2019-38

Whereas: State of Nebrask	a Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2),
requires an annual certificati	on of program compliance to the Nebraska Board of Public Roads
Classifications and Standards	and 📆
Whereas: State of Nebraska S	statute, section 39-2120 also requires that the annual certification of program
compliance by each municipalit	y shall be signed by the Mayor or Village Board Chairperson and shall
include a copy of a resolution of	the governing body of the municipality authorizing the signing of the
certification form.	
3).**	Village Board Chairperson of <u>Belleville</u> Check one box)  (Print name of jurisdiction)  ttached Municipal Annual Certification of Program Compliance form.
Adopted this 5th day of 1	Nebraska.
City Council/Village Board Mem	bers
	City Council/Village Board Member  Moved the adoption of said resolution  Member Seconded the Motion  Roll Call: Yes No Abstained Absent  Resolution adopted, signed and billed as adopted.
Attest:	
(Signature of Clerk)	

## MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE TO **NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS** 2019

In compliance with the provision	ns of the State of Nebraska Statutes, sections 39-2115, 39-2	<u>?</u> 119, 39-2120,							
39-2121, and 39-2520(2), requ	iring annual certification of program compliance to the Board	of Public Roads							
Classifications and Standards,	the City Village of Print name of jurisdict	fa m							
hereby certifies that it:	(Print name or jurisdict	on)							
<ul> <li>has developed, adopted sections 39-2115 and 3</li> </ul>	d, and included in its public records the plans, programs, or s 9-2119;	tandards required by							
<ul> <li>meets the plans, progra roads, or streets;</li> </ul>	meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;								
<ul> <li>expends all tax revenue programs, or standards allocations;</li> </ul>	programs, or standards, including county and municipal tax revenue as well as highway-user revenue								
<ul> <li>uses a system of revenuexpenditures for approv</li> </ul>	uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;								
<ul> <li>uses a system of budge standards and accompli</li> </ul>	uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;								
✓ uses an accounting system	uses an accounting system including an inventory of machinery, equipment, and supplies;								
✓ uses an accounting syst	tern that tracks equipment operation costs;								
✓ has included in its public	c records the information required under subsection (2) of se	ction 39-2520; and							
<ul> <li>has attached to this ce signing of this certification</li> </ul>	ertification, a copy of the resolution of the governing boo ation by the Mayor or Village Board Chairperson.	ly authorizing the							
OF THE STATE	Signature of Mayor  Village Board Chairperson  (Required)	(Date)							
	Signature of City Street Superintendent (Optional)  Return the completed original certification and re October 31, 2019 to:	(Date)							

Nebraska Board of Public Roads Classifications and Standards PO Box 94759

Lincoln NE 68509



# City of Bellevue Office of the Mayor 210 West Mission Avenue • Bellevue, Nebraska 68005 (402) 293-3022

This certificate is to verify that Robert Joseph Riggs is the Street Superintendent for the Calendar Year 2020 for the City of Bellevue, Nebraska. Dated this 5th day of November, 20 19. CITY OF BELLEVUE, NEBRASKA: Rusty Hike, Mayor ATTEST: Susan Kluthe, City Clerk





#### **DEPARTMENT OF TRANSPORTATION**

October 15, 2019

Susan Kluthe Bellevue City Clerk 1500 Wall St Bellevue NE 68005-5237

The enclosed YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT form is the basis for determining your calendar year 2019 Incentive funds. Please return the following documents to us by December 31, 2019:

- Year-End Certification of City Street Superintendent form. Note: If more than one individual or the
  City Council or Village Board provided superintending services during the calendar year, list each
  successive superintendent on a separate form. If your municipality did not have an appointed City
  Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent."
- Meeting minutes: (only required for an appointed City Street Superintendent). A copy of the City
  Council or Village Board meeting minutes showing the appointment of the City Street Superintendent by
  their name as it appears on their License (if applicable), their License Number and Class of License (if
  applicable), the type of appointment, i.e., employed, contract (consultant or interlocal agreement with
  another incorporated municipality and/or county), and the beginning date of the appointment.
- Resolution: A copy of a resolution of the City Council or Village Board authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson

Failure to return the certification, meeting minutes and resolution may result in your municipality not receiving an Incentive Payment for Calendar Year 2019. Payment is scheduled for February 2020. Reference Neb. Rev. Stat. §39-2515.

Please let me know if you have any questions. Email: <a href="mailto:lemoyne.schulz@nebraska.gov">lemoyne.schulz@nebraska.gov</a>, Phone: (402) 479-4436, Fax: (402) 479-3525.

Sincerely,

LeMoyne D. Schulz

Highway Local Liaison Coordinator

e Moyne D &

Liaison Services Section

LDS/bex12-zl

**Enclosures** 

RECEIVED

OCT 1 5 2019

CITY CLERK

Kyle Schneweis, P.E. Director

**Department of Transportation** 

Board of Examiners for County Highway and City Street Superintendents
1500 Highway 2

OFFICE 402-479-4436
PO Box 94759
Lincoln, NE 68509-4759

Incoln, NE 68509-4759

dot.nebraska.gov

# **Year-End Certification of City Street Superintendent**

For Determining Incentive Payment

January 1, 2019 to December 31, 2019

*This	certifies that		, License Numb	er S-	Class	- I 6
	(Print name of Superintendent as appear	rs on license card)		-	-	(A or B)
was	the appointed City Street Superintendent of					
	:		(Print name of Ci	ty or Village)		
from		.019 to				, 2019
	Month Date		Month	Date		
and	actually performed all of the following duties	s:				
1. 2. 3. 4. 5.	Developing and annually updating a long-range governmental units; Developing an annual program for design, const Developing an annual budget based on program Submitting such plans, programs, and budgets t Implementing the capital improvements and mai programs, and budgets.  If further certifies that the superintending services one)	truction, and m nmed projects a to the local gov intenance activ	aintenance; and activities; erning body for ities provided in	approval; an the approve	d ed plans	5,
	Employment		nterlocal agreem and the followinty(ies)			ty(ies)
		 Signatui	re of Mayor 🗌	Village Boar	d Chair	person [
dur com not B; a §§3 writ cer	nore than one individual or the City Council or ing the calendar year, list each successive sumputed based on (a) your most recent Federal Ceyour municipality appointed a licensed City Street and (d) whether or not the Superintendent perform 19-2511 through 39-2515. If your city or village the "City Council" or "Village Board" as the natification, meeting minutes and resolution may ment for Calendar Year 2019.	perintendent ensus as certific et Superintende med all of the d did <u>not</u> have a me of "Superi	on a separate fed by the Tax Control of the Tax Con	form. The a commissioned on this; (c) class ference Neb ity Street S ure to retur	mount of the mount	will be nether or ense, A or Stat. tendent,

**Note:** In addition to this annual, Year-End certification of superintendent to the Nebraska Department of Transportation, (**due December 31**st), the municipality is also responsible for filing the "Municipal Annual Certification of Program Compliance" form with the Board of Public Roads Classifications and Standards (due October 31st). Reference Neb. Rev. Stat. §§39-2115, 39-2119, 39-2120, 39-2121 and 39-2520(2).



Return the completed <u>original certification</u>, <u>meeting minutes and resolution</u> by December 31, 2019 to:

Highway Local Liaison Coordinator Boards-Liaison Services Section Local Assistance Division Nebraska Department of Transportation PO Box 94759 Lincoln NE 68509-4759

### **RESOLUTION**

# SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM 2019

Resolution No.

Whereas: State of Nebraska Statute that must be met in order for a munic					e requirements
Whereas: The State of Nebraska municipality must annually certify Superintendent to the NDOT using th	(by December	31st of each	year) the app	ointment of th	•
Whereas: The NDOT requires that the appointment of the City Street Su License Number and Class of Licensultant, or interlocal agreement of the appointment; and	perintendent by tense (if applica	their name as able), and ty	it appears on the	ir License (if ap ent, i.e., emplo	oplicable), their byed, contract
Whereas: The NDOT also requires signed by the Mayor or Village Board authorizing the signing of the Year-Board Chairperson.	d Chairperson an	d shall includ	e a copy of a res	olution of the g	overning body
Be it resolved that the Mayor \(\bigcup_{\((\)\)(\)Check on}\) s hereby authorized to sign the attac	e box)		(Print Ivame of Municipality	ntendent form.	
Adopted this	day of	, 20	at	, N	Nebraska.
City Council/Village Board Members	8				
E. A.					
	1	-	1		
	Moved the Member Roll Call:	Yes	said resolution No Al		the Motion Absent
Attest:	Nesolutio	n adopted, się	gned and billed as	adopted.	*
(Signature of Clerk)		=			*1

# NEBRASKA

Good Life. Great Journey.

#### **DEPARTMENT OF TRANSPORTATION**

July 31, 2019

Dear Municipal Clerk:

The enclosed MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE form and RESOLUTION authorizing the signing of the certification by the Mayor or Villege Board Chairperson, replaces the annual filing of the One- and Sixi-Year Plan or Program and the former Standardized System of Annual Reporting (SSAR) with the Nebraska Board of Public Roads Classifications and Standards (NBCS). Reference LB82, 2019.

To avoid the suspension of Highway-user Revenue to your municipality, following adoption of the One- and Six-Year Plan or Program and Annual Budget, please complete the enclosed MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE form and RESOLUTION and return them to the NBCS by October 31, 2019. Reference Neb. Rev. Stat. §§39-2120 and 39-2121(1).

Penalties for failure to comply can be found in the following State Statutes:

- Failure to comply with the provisions of Neb. Rev. Stat. §39-2115.
- Failure to comply with the provisions of Neb. Rev. Stat. §39-2119.
- Failure to file the Municipal Annual Certification of Program Compliance form with the NBCS, Neb. Rev. Stat. §39-2121(2).
- Filing of a materially false Municipal Annual Certification of Program Compliance form, Neb. Rev. Stat. §39-2121(3).
- Construction below minimum standards without the prior approval of the NBCS, Neb. Rev. Stat. §39-2121(3).

Note: While the signature of the City Street Superintendent is optional on the certification, the NBCS strongly recommends that the superintendent sign this certification if said municipality has a superintendent.

Please let me know if you have any questions. Email: <a href="lemoyne.schulz@nebraska.gov">lemoyne.schulz@nebraska.gov</a>, Phone: (402) 479-4436, Fax: (402) 479-3525.

Sincerely,

LeMoyne D. Schulz Secretary for the Board

LDS/

xc: File

**Enclosures** 

Roger A. Figard Lincoln

LeRoy G. Gerrard Stromsburg

Barbara J. Keegan Alliance

John F. Krager, III Omaha

Lisa Kramer Kennard

James A. Litchfield Wakefield

Mick Systo Lincoln

Darold E. Tagge Holdrege

David L. Wacker Hastings

Timothy W. Weander Omaha

Edward R. Wootton, Sr. Bellevue

LeMoyne D. Schulz Secretary – ex officio

Aylo Sinhawares, P.E. Caporor

Department of Transportation

Social of Exploration of the Late of the

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

COUNCIL MEETING DATE: 11/0	5/2019 SUBM	ITTED BY: Admin				
AGENDA ITEM		CONSENT AGENDA	<b>V</b>	SPECIAL PR	ESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEA	ARING	
RESOLUTION		CURRENT BUSINESS	<b>V</b>	OTHER		
SUBJECT:						
Maintenance of of the plan subdivision, formerly SID	ntings in the page 183.	public areas within	the city rights	of-way within the	e Pilgrims La	anding
SYNPOSIS/BACKGROUND:						
The Pilgrim Landing sub- Garden Club (PLGC), res- undertaken prior to annex continuation of the maint plants, material, services improve the plantings in t	sidents of the cation. The renance of the upon approven	e subdivision, are esidents are willing e plantings. PLGo val It is in the best	desirous of cong to provide for is requesting	ntinuing the bear ree of charge the up to \$1500.00	utification ef e necessary la yearly for pu	fforts abor for urchasing of
FISCAL IMPACT:: \$1,500.00	BU	DGETED FUNDS?: N	0	GRANT/MATCHIN	G FUNDS?: NO	)
TRACKING INFORMATION FOR C	ONTRACTS AN	D PROJECTS:		_		
IS THIS A CONTRACT?: YES		COUNTER-PARTY:	PLGC	INTERLOCA	AL AGREEMENT	T: NO
CONTRACT DESCRIPTION MO	OU-Pilgrims Lan	ding City ROW Mainte				
CONTRACT EFFECTIVE DATE:	01/01/2020	CONTRACT TERM:	3 years	CONTRACT	END DATE: 12	/31/2022
PROJECT NAME:					N <del>-</del>	
START DATE: 01/20/2020 EN	ID DATE: 12/3	1/2022 PAYMENT	DATE:	INSURANCE	REQUIRED: N	10
CIP PROJECT NAME:		CIP PROJEC	CT NAME:			
STREET DISTRICT NAME (S):		STREET DIS	STRICT NUMBER (S	3):		
ACCOUNTING DISTRUBUTION	CODE:	ACCOUNT	NUMBER:			
RECOMMENDATION:						
Approve the MOU/Agree the public areas within the	ment with P e City ROW	LGC for the purp s within the Pilgr	ose of providi im Landing su	ng for the mainte bdivision, forme	enance of the	e plantings in .
TTACHMENTS:						
1. MOU/Agreement PLGO		2.		3.		
4.		5.		6.		
SIGNATURES:		1 Que Polale	. 1			
LEGAL APPROVAL AS TO FORM:	-	H-Wellind				
FINANCE APPROVAL AS TO FORM	i:	14fr	<del></del>			
ADMINISTRATOR APPROVAL AS T	TO FORM:	OAUM 1/C	<u>.                                    </u>			

#### MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding and Agreement (MOU/A) is executed by the City of Bellevue, Nebraska, a municipal corporation of the State of Nebraska, hereinafter referred to as "CITY" and the Pilgrim Landing Garden Club, a private volunteer organization, hereinafter referred to as "PLGC" for the purpose of providing for the maintenance of the plantings in the public areas within city rights-of-way within the Pilgrim Landing subdivision.

WHEREAS, the Pilgrim Landing Subdivision, formerly Sanitary and Improvement District (SID) 183, was recently annexed by CITY and the residents of the subdivision are desirous of continuing the beautification efforts undertaken prior to annexation; and,

WHEREAS, CITY and PLGC wish to enter into this agreement to allow for the continued maintenance that was previously provided to the subdivision by SID 183, and the residents are willing to provide the necessary labor for continuation of the maintenance of the plantings; and,

WHEREAS, it is in the best interests of all concerned that PLGC continue to maintain or improve the plantings in the public rights-of-way as described below.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Duties of PLGC.

PLGC, being a private members organization of residents of the Pilgrim Landing Subdivision, shall be responsible to provide all labor for the maintenance and/or improvement of the plantings within the public rights-of-way, including:

Two entrances to the subdivision as follows, two islands at Pilgrim Drive and 25th Street and one island at Fairview Road and 22nd Street.

Five planting areas, as follows: two areas located at 22nd Drive and Pilgrim Drive, two areas located at 21st Street and Pilgrim Drive and one area located on the west side of 22nd Street at Pilgrim Drive.

Trees in Pilgrim Drive rights-of-way.

Maintenance of the plantings within these areas shall include placement of mulch, planting and watering of plants, treating of the areas for weeds, disease and harmful insects, and routine trimming of trees and bushes, not requiring the services of a certified tree professional.

Section 2. Duties of CITY.

CITY shall provide grass mowing of the designated public rights-of-way.

CITY shall provide initial funding of \$1,500.00 upon the approval of this MOU for the purposes of establishing a baseline for purchasing of plants, materials, services, and associated administrative costs of operations. Beginning January 1, 2020 and for each year thereafter for the term of this agreement, the PLGC will then be reimbursed upon presentation of invoices or bills that were acquired for the purchase of plants, materials, services and associated administrative costs of operation, costs reimbursements not to exceed \$1,500.00 per year. If expenses annually exceed \$1,500.00, an increase in said amount may be negotiated between CITY and PLGC based upon submission of a budget justifying the need for additional expenditures and an agreement entered into as an Addendum herein. Invoices and/or bills for services should be presented to the Public Works Director for processing.

CITY shall provide advisory access to city staff to address questions and provide direction regarding landscaping, tree services and public rights-of-way issues.

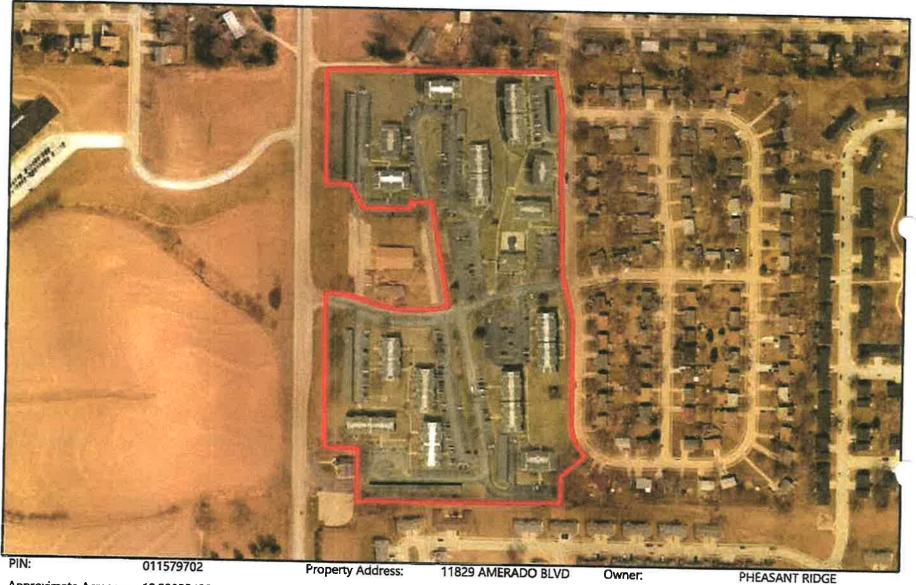
Section 3. Term.

The term of this Memorandum of Understanding and Agreement, shall be three calendar years beginning January 1, 2020 and concluding December 31, 2022. The MOU/A may be extended in three-year increments by mutual agreement of the parties and as approved in writing. Any extension shall be in the form of an Addendum to this agreement and signed by all parties. The MOU/A may be terminated by either party by giving thirty (30) day written notice.

Executed by the City of Bellevue, Nebraska, this _	, day of, 2019.	
BY:	Attest:	
MAYOR	City Clerk	
Executed by the Pilgrim Landing Garden Club, thi	s day of,, 2019	9.
BY:	Witness:	
Name	Name	
Name	Name	

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

COUNCIL MEETIN	NG DATE: 11.5.19	SUBMITTED BY: Legal			
AGENDA ITEM:		CONSENT AGENDA	A 🗸	SPECIAL PRESENTATIO	N 🔲
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINE	ss 🗸	OTHER	
SUBJECT:	+ O : 1 T + O 1				
35th Street - Bline	to Sheridan Tract C14	4 - request to authorize e	eminent domain proc	ceedings	
SYNPOSIS/BACKGR		(T - 1044)			
negotiations have	failed. The next step i	s to initiate eminent dom	ain proceedings. Th	easement needed for the 36th e estimated fiscal impact is \$10 nt the court may enter at a differ	0.290 however this
EVOCAL DOMAGE	Approx \$10k	5	/F0	7	
	Approx. \$10k	) <u>L</u>	YES	GRANT/MATCHING FUNDS?:	NO
IS THIS A CONTRA	ACT2:			DIFFERNA OG 11. 1 GRANDI G	
		COUNTER-PARTY:		INTERLOCAL AGREEM	ENT: NO
CONTRACT DESC	RIPTION:				
CONTRACT EFFEC	CTIVE DATE:	CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:	END DATE:	PAYMEN	T DATE:	INSURANCE REQUIRED:	NO
CIP PROJECT NAM	ME:	CIP PROJI	ECT NAME:		
STREET DISTRICT	NAME (S):	STREET I	DISTRICT NUMBER (S	):	
ACCOUNTING DIS	STRUBUTION CODE:	ACCOUN	T NUMBER:		
Authorize the City		inent domain proceeding	as for Tract C14.		
	•				
ATTACHMENTS:					
Maps and c	lescriptions	2.		3,	
4.	The state of the s	5.		6.	
SIGNATURES:					
LEGAL APPROVAL A	AS TO FORM:	A.Bru	yRollins		
FINANCE APPROVAI	L AS TO FORM:	BA	2		
ADMINISTRATOR A	PPROVAL AS TO FORM:	Januar 10	-		



Approximate Acreage: 18.22022429

Tax District:

10033

Land Value:

1530012

Total Value:

11964000

C/O:

PARTNERS LP C/O SELDIN CO

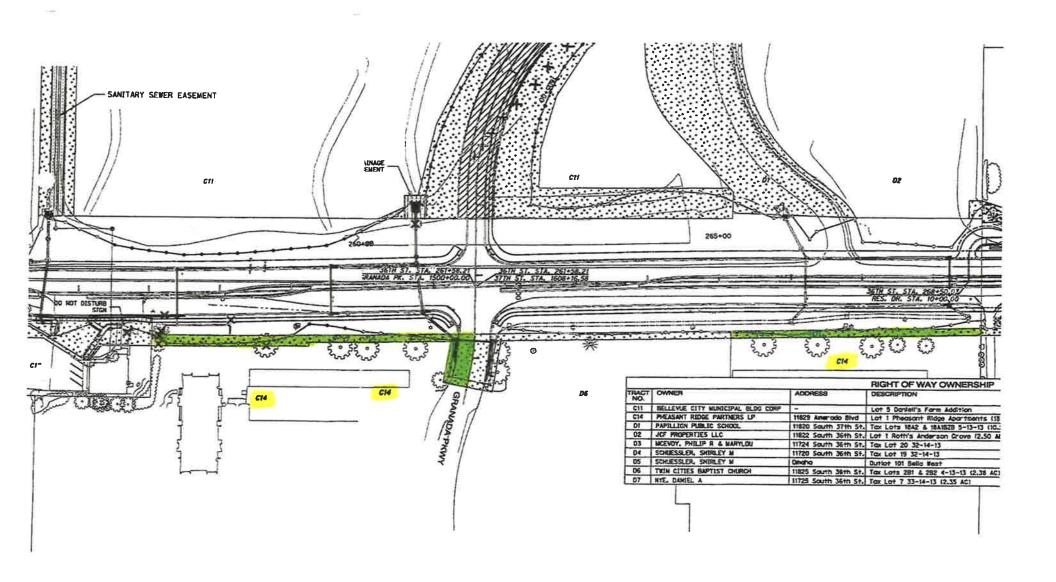
Legal Description:

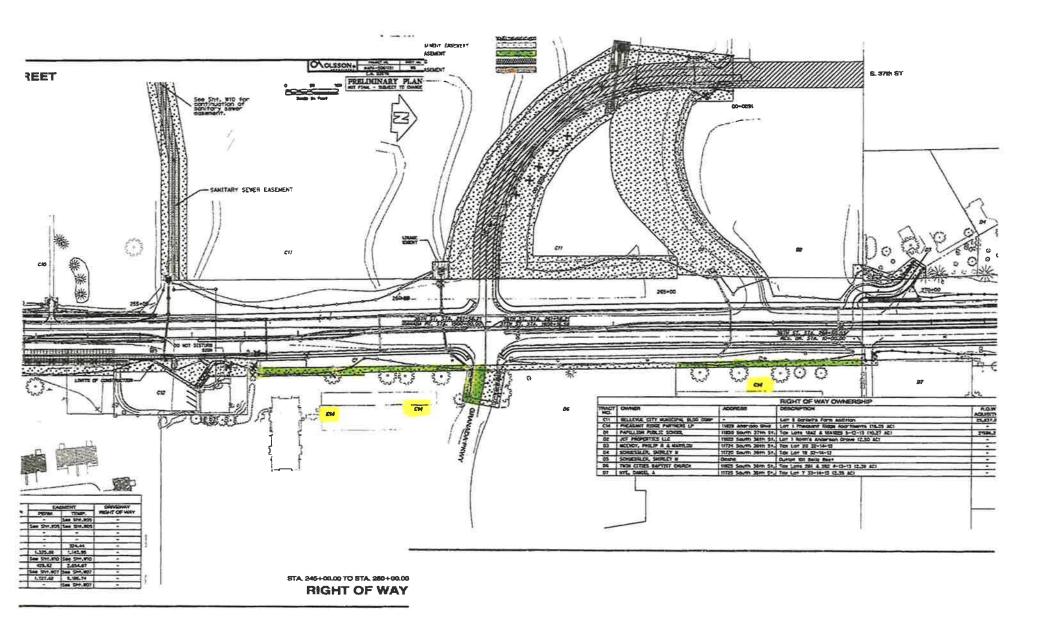
LOT 1 PHEASANT RIDGE APARTMENTS (18.09 AC)

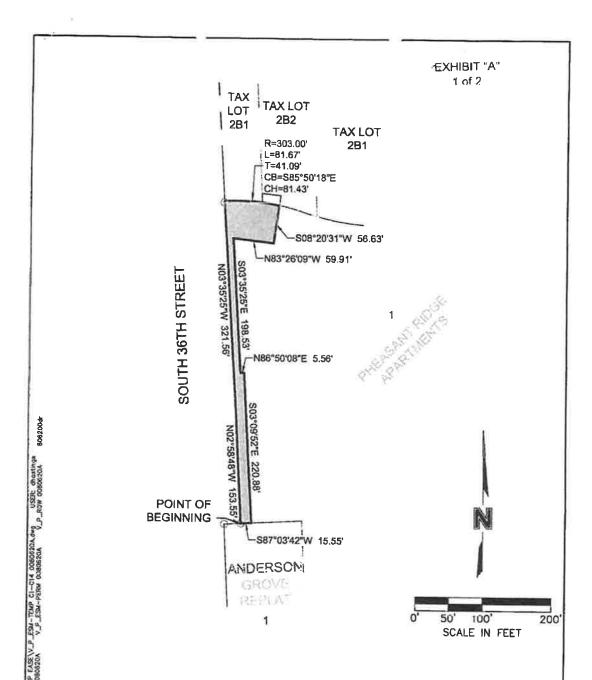
Mailing Address:

16910 FRANCES ST STE 200

OMAHA, NE 68130







### LEGAL DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN LOT 1, PHEASANT RIDGE APARTMENTS, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET FOR THE FOLLOWING TWO (2) DESCRIBED COURSES; (1) ON AN ASSUMED BEARING OF N02°58″48″W, 153.55 FEET; (2) N03°35′25″W, 321.56 FEET TO A POINT OF CURVATURE AT THE SOUTHWEST CORNER OF TAX LOT 281 IN SAID NORTHWEST QUARTER OF SECTION 4; THENCE ON THE NORTH LINE OF SAID LOT 1, ON A 303.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 81.67 FEET (LONG CHORD BEARS 885°50′18″E, 81.43 FEET); THENCE S08°20′31″W, 58.53 FEET; THENCE N83°26′09″W, 59.91 FEET; THENCE S03°35′25″E, 198.53 FEET; THENCE N86°50′08″E, 5.56 FEET; THENCE S03°09′52″E, 220.88 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE ON SAID SOUTH LINE OF LOT 1, S87°03′42″W, 15.55 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 9,686.31 SQUARE FEET OR 0.222 ACRES, MORE OR LESS.

 PROJECT NO:
 A08-0820
 TEMPORARY

 DRAWN BY:
 DSH
 EASEMENT

F: \Projects\00 Oct 09, 2018

2111 Bosth 87th 25wst, 8utar 200
Omaha, Net 68156
A 5 5 O C I A T E 5 FAX 402.341.5898

EXHIBIT C14-1

## CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/05/2019	SUBM	IITTED BY: Jeff Ro	oberts, Public	Works Director			
AGENDA ITEM:		CONSENT AGE	ENDA	<b>V</b>	SPECIAL PRESENTATION		
LIQUOR LICENSE		ORDINANCE			PUBLIC HEARING		
RESOLUTION		CURRENT BUS	SINESS	<b>✓</b>	OTHER		
SUBJECT:							
36th Street Emergency Culve	rt Repa	ir, Heimes Co	orp.				
SYNPOSIS/BACKGROUND:							
36 inch CMP collapsed and n	eeds to	be replaced.					
FISCAL IMPACT: \$47,600	В	UDGETED FUNDS	s?: NO	G	RANT/MATCHING FUNDS?: NO		
TRACKING INFORMATION FOR CONTE							
IS THIS A CONTRACT?: YES		COUNTER-PAR	RTY:		INTERLOCAL AGREEMENT: NO		
CONTRACT DESCRIPTION: Emerc	ency CN	J MP Culvert Rer	nair 36th &	Looking Glass			
<del> </del>					CONTRACT END DATE:		
10/2	25/2019	J	RM: 2 ma	ontns	CONTROL END DATE.		
PROJECT NAME: 36th Street Emer				, <u> </u>			
START DATE: 10/29/2019 END DA	TE:	PAYN	MENT DATE:		INSURANCE REQUIRED: YES		
CIP PROJECT NAME: NA		CIP P	ROJECT NUI	MBER: NA			
STREET DISTRICT NAME (S): 36th Str	eet - 370 to	Platteview STRE	ET DISTRIC	Γ NUMBER (S): 20	011-3		
ACCOUNTING DISTRUBUTION CODE	10-15	j ACCC	DUNT NUMB	ER:			
	1.61			L.			
RECOMMENDATION:							
Approve the Proposal the 36t	h Street	Emergency (	Culvert R	epair.			
ATTACHMENTS:		2					
1. Proposal from		2.			3.		
4.		5.			6.		
SIGNATURES:		D ==					
LEGAL APPROVAL AS TO FORM:							
FINANCE APPROVAL AS TO FORM:	-	1/4	the	/_			
ADMINISTRATOR APPROVAL AS TO FORM:							



# Proposal

Excavating & Utilities Division 9144 South 147th Street • Omaha, NE 68138-3866 (402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue
1510 Wall St
Bellevue NE 6800

Bellevue, NE 68005

Attn.:

Date 10/24/19
Phone 402.293.3127

Email bobby.riggs@bellevue.net

Job Info Emergency CMP Culvert Repair

36th & Looking Glass

#### **Culvert Repair:**

Mobilize to site

Furnish and install 24" HDPE pipe inside existing 36" CMP from area inlet to first bend west of south 36th Street

Furnish and install 15 CY of cellular grout in void below existing CMP and fill void around HDPE and CMP after pipe is installed

Furnish and install (1) 60" storm sewer manhole to replace (2) bends (if needed) Seed and fabric work area with fescue turf seed and S150 matting

**BID PRICE \$ 47,600.00** 

#### NOTES:

No engineering for slip lining pipe size has been included – work is based on past lining repairs sizing and materials

Existing CMP after the vertical bends appears to be in good condition

Heimes will remove trees that impede access to work area

No surveying, staking, compaction testing, or performance bond has been included in pricing If performance bond is needed, ADD \$ 12.60 per \$ 1,000.00 of contract value

No installation, maintenance, or removal of erosion control measures have been included No topsoil importing or soil conditioning for seeding has been included

Cellular fill has been based on 15 CY; any additional fill required will be at \$ 425.00 per CY If manhole is not needed, \$ 4,230.00 will be deducted from final invoice

Heimes Corp has based pricing and work based on a future widening of 36th Street Pricing is based on emergency mobilization for repair

No street pavement replacement has been included – patching/repair of 36th Street is to be by the City of Bellevue

Heimes Corp can mobilize to site on 10/29 or sooner with piping and fusion crew – Approval of work scope must be given before noon on 10/25

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Matt Sykora for Heimes Corp.
This proposal may be withdrawn by us if not accepted within 30 days

#### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made net 30 days. Appropriate taxes will be charged if applicable.

Date of Acceptance______Authorized Signature_____

# CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/6	05/2019 SUBM	ITTED BY: Jeff Robe	rts, Public Works	s Director		
AGENDA ITEM:		CONSENT AGENT	OA 🗸		SPECIAL PRESENTATION	N
LIQUOR LICENSE		ORDINANCE			PUBLIC HEARING	
RESOLUTION		CURRENT BUSINE	ESS 🗸		OTHER	
SUBJECT:						
Acquisitions, Permanent	and Tempor	ary Easements	for 36th St	reet Impro	ovement Project.	
SYNPOSIS/BACKGROUND:						
Midwest Right-of-Way I breakdown for the 36th S This is the next round of	Street Improv	vement Project.	The comp	olete docui	mentation is available	e upon request.
FISCAL IMPACT: \$67,226.0	0 в	JDGETED FUNDS?:	YES	Gi	RANT/MATCHING FUNDS?:	YES
TRACKING INFORMATION FOR (	CONTRACTS AN	D PROJECTS:				
IS THIS A CONTRACT?: NO		COUNTER-PARTY	7:		INTERLOCAL AGREEM	MENT: NO
CONTRACT DESCRIPTION:			11			
CONTRACT EFFECTIVE DATE:		CONTRACT TERM	i:		CONTRACT END DATE:	
PROJECT NAME: 36th Street I	mprovement Proj	ect				
START DATE: EI	ND DATE:	PAYMEN	NT DATE:		INSURANCE REQUIRED	YES
CIP PROJECT NAME: ROW A	Acquisition 36th	Street CIP PRO	JECT NUMBER	ST 20(1	.)	
STREET DISTRICT NAME (S):	36th Street - 370 to 1	Platteview STREET	DISTRICT NUM	MBER (S): 20	011-3	j
ACCOUNTING DISTRUBUTION	CODE: 10-15	ACCOUN	NT NUMBER:	6243		
RECOMMENDATION:						
Approve the Acquisition	s, Permanen	t and Temporar	y Easemen	ts for the	36th Street Improvem	ent Project.
ATTACHMENTS:						
1. Letters from Midwest Rig	ght-of-Way	2.			3,	
4.		5.			6,	
SIGNATURES:	T	X X X	Or solet			<u>-</u>
LEGAL APPROVAL AS TO FORM:	1	DOT	DONG		=======================================	
FINANCE APPROVAL AS TO FORM	M: _	My	7			
ADMINISTRATOR APPROVAL AS	TO FORM:	OBURALLE	<u></u>		<del></del> :	
		1				*REVISED 10/2019



# CITY OF BELLEVUE

OFFICE OF THE CITY ADMINISTRATOR
1500 Wall Street @ Bellevie, NE 68005 @ (402) 293-3023

July 18, 2019

RE: Right of Way (ROW) Acquisitions

#### TO WHOM IT MAY CONCERN:

Please let this letter serve as notice that I, Jim Ristow, as the Bellevue City Administrator hereby authorize Jeff Roberts, Bellevue Public Works Director, to sign off on any Right of Way (ROW), permanent and temporary easement acquisitions on behalf of the City of Bellevue. This authorization expires March 1, 2023. If you have any questions, please do not hesitate to contact me.

Jim Ristow

Bellevue City Administrator

CC: Jeff Roberts, Public Works Director

Bree Robbins, City Attorney



September 27, 2019

Jeff Roberts
City of Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska 68005

RE:

City of Bellevue, Nebraska 36th Street - Bline to Sheridan Project Number: MAPA-5061(5)

Tract: A12

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Partial Acquisition, and Temporary Easement Contracts for Tract A12, Mario R. Rangel. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Partial Acquisition and Temporary Easement Contract, a copy of the recorded deed and a check in amount of \$330.00 made payable to:

Mario R Rangel 13510 South 35th Avenue Bellevue, Nebraska 68123

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to <u>AbbottJ@midwestrow.com</u> to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Jim Abbott

**Acquisition Agent** 



September 09, 2019

Jeff Roberts City of Bellevue Public Works 1510 Wall Street Bellevue, Nebraska 68005

RE:

City of Bellevue, Nebraska 36th Street - Bline to Sheridan Project Number: MAPA-5061(5)

Tract: A19

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the, Partial Acquisition, Temporary Easement and one Warranty Deed Contracts for Tract A19, Gina R. Noble. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Partial Acquisition, Temporary Easement Contract, a copy of the recorded documents, and a check in amount of \$700.00 made payable to:

Gina R. Noble 3602 Lookingglass Drive Bellevue, Nebraska 68123

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to <u>AbbottJ@midwestrow.com</u> to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Jim Abbott

Acquisition Agent



October 11, 2019

Jeff Roberts City of Bellevue Public Works 1510 Wall Street Bellevue, Nebraska 68005

RE:

City of Bellevue, Nebraska 36th Street - Bline to Sheridan Project Number: MAPA-5061(5)

Tract: A24

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Temporary Easement Contracts for Tract A24, Mikhail A. and Natalie R. Mikhaylevskiy. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract and a check in amount of \$1,000.00 made payable to:

Mikhail A. Mikhaylevskiy and Natalie R. Mikhaylevskiy 13418 South 35th Avenue Bellevue, Nebraska 68123

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Stacey Kroeger Acquisition Agent



September 27, 2019

Jeff Roberts City of Bellevue Public Works 1510 Wall Street Bellevue, Nebraska 68005

RE:

City of Bellevue, Nebraska 36th Street - Bline to Sheridan Project Number: MAPA-5061(5)

Tract: A25

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Temporary Easement Contracts for Tract A25, Rick L. Kaiser and Kathleen A. Schutz Kaiser. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract and a check in amount of \$5,871.00 made payable to:

Rick L. Kaiser and Kathleen A. Schutz Kaiser 13416 South 35th Avenue Bellevue, Nebraska 68123

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to kroegers@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Stacey Kroeger Acquisition Agent



October 1, 2019

Jeff Roberts City of Bellevue Public Works 1510 Wall Street Bellevue, Nebraska 68005

RE:

City of Bellevue, Nebraska 36th Street - Bline to Sheridan Project Number: MAPA-5061(5)

Tract: A30

Dear Mr. Roberts:

Enclosed is one, original (and one copy of the) executed copy of the Temporary Easement Contract for Tract A30, Brett David Boyum. The authorized representative of the City of Bellevue will need to sign all copies of the contract. The signed original is to be kept by the City of Bellevue and placed in the completed file. The copy should be sent with payment to the property owner.

Please send a fully executed copy of the Temporary Easement Contract, and a check in amount of \$9,640.00 made payable to:

Brett David Boyum 13404 South 35^h Avenue Bellevue, Nebraska 68123

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to <u>blissd@midwestrow.com</u> to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Denny Bliss

Acquisition Agent



October 2, 2019

Jeff Roberts City of Bellevue Public Works 1510 Wall Street Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska

36th Street - Bline to Sheridan Project Number: MAPA-5061(5)

Tract: A31

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Temporary Easement Contract for Tract A31, Gerald Cole and Kelli Cole. The authorized representative of the City of Bellevue will need to sign all copies of the contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract, and a check in amount of \$10.825.00 made payable to:

Gerald Cole and Kelli Cole 13402 South 35th Avenue Bellevue, Nebraska 68123

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to <u>blissd@midwestrow.com</u> to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Denny Bliss

Acquisition Agent



October 7, 2019

Jeff Roberts City of Bellevue Public Works 1510 Wall Street Bellevue, Nebraska 68005

RE:

City of Bellevue, Nebraska 36th Street - Bline to Sheridan Project Number: MAPA-5061(5)

Tract: A32

Dear Mr. Roberts:

Enclosed are two, original executed copies of the Temporary Easement Contract for Tract A32, Kenneth Lewis and Maria Carmen Delgadillo. The authorized representative of the City of Bellevue will need to sign all copies of the contract. The signed original is to be kept by the City of Bellevue and placed in the completed file. The copy should be sent with payment to the property owner.

Please send a fully executed copy of the Temporary Easement Contract, and a check in amount of \$11,380.00 made payable to:

Kenneth Lewis and Maria Carmen Delgadillo 950 46th Street Unit A Oakland, California 94705

Also enclosed are two, original, executed copies of the Leasehold Contract for the tenant, Lydonna and Joshua Crites. The authorized representative of the City of Bellevue will need to sign both copies of the contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property tenant.

Please send an original executed Leasehold Contract and a check in amount of \$100.00 made payable to:

Lydonna and Joshua Crites 13310 South 35th Avenue Bellevue, Nebraska 68123 Please e-mail copies of the signed contracts, and a copy of the payment to <u>blissd@midwestrow.com</u> to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Denny Bliss

Acquisition Agent



Date 0 CTODY 10, 2019

Jeff Roberts City of Bellevue Public Works 1510 Wall Street Bellevue, Nebraska 68005

RE:

City of Bellevue, Nebraska 36th Street - Bline to Sheridan Project Number: MAPA-5061(5) Tract: B6, B7, B8, and B9

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Temporary Easement Contracts for tracts Tracts B6, B7, B8, and B9 and two original executed Leasehold Contracts for Tracts B6, B7, and B9, Sherwood Properties, LLC. Tract B8 is currently unoccupied. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract, and a check in amount of \$2,540.00 made payable to:

Sherwood Properties, LLC 14711 Industrial Road Omaha, Nebraska 68144

Please send an original executed Leasehold Contract, and a check in amount of \$100.00 each, made payable to:

Amy Page and Julia Page 12908 South 36th Street Bellevue, Nebraska 68123

Please send an original executed Leasehold Contract, and a check in amount of \$100.00 each, made payable to:

Margaret Janda 12906 South 36th Street Bellevue, Nebraska 68123 Please send an original executed Leasehold Contract, and a check in amount of  $\underline{\$100.00}$  each, made payable to:

Wilma Baird 12902 South 36th Street Bellevue, Nebraska 68123

Please e-mail copies of the signed contracts, and a copy of the payment to mininod@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Dave Minino

**Acquisition Agent** 

(1) auce Minino



August 27, 2019

Jeff Roberts City of Bellevue Public Works 1510 Wall Street Bellevue, Nebraska 68005

RE: C

City of Bellevue, Nebraska 36th Street - Bline to Sheridan Project Number: MAPA-5061(5)

Tract: C7

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Temporary Easement Contracts for Tract C7, Dorothy M. Campagna, Trustee. The authorized representative of the City of Bellevue will need to sign all copies of the contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The original documents should be kept in the completed file.

Please send an original executed Temporary Easement Contract and a check in amount of \$100.00 made payable to:

Dorothy M. Campagna 12114 South 36th Street Bellevue, Nebraska 68123

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to <a href="mailto:kroegers@midwestrow.com">kroegers@midwestrow.com</a> to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Maria Rodriguez
Acquisition Agent



September 30, 2019

Jeff Roberts City of Bellevue Public Works 1510 Wall Street Bellevue, Nebraska 68005

RE:

City of Bellevue, Nebraska 36th Street - Bline to Sheridan Project Number: MAPA-5061(5)

Tract: A26

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Temporary Easement Contracts for Tract A26, Brenda S. McCarty. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contractand a check in amount of \$1,140.00 made payable to:

Brenda S. McCarty 13414 South 35th Avenue Bellevue, Nebraska 68123

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to <a href="mailto:AbbottJ@midwestrow.com">AbbottJ@midwestrow.com</a> to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely.

Jim Abbott

Acquisition Agent



October 11, 2019

Jeff Roberts City of Bellevue Public Works 1510 Wall Street Bellevue, Nebraska 68005

RE:

City of Bellevue, Nebraska 36th Street - Bline to Sheridan Project Number: MAPA-5061(5)

Tract: A29

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Warranty Deed, Partial Acquisition and Temporary Easement Contracts for Tract A29, Albert R Drelicharz and Gail L. Drelicharz. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed needs needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Partial Acquisition and Temporary Easement Contract, and a copy of the recorded documents, and a check in amount of \$1,110.00 made payable to:

Albert R. Drelicharz and Gail L. Drelicharz 13406 South 35th Avenue Bellevue, Nebraska 68123

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to <a href="mailto:AbbottJ@midwestrow.com">AbbottJ@midwestrow.com</a> to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Jim Abbott

Acquisition Agent



September 09, 2019

Jeff Roberts City of Bellevue Public Works 1510 Wall Street Bellevue, Nebraska 68005

RE:

City of Bellevue, Nebraska 36th Street - Bline to Sheridan Project Number: MAPA-5061(5)

Tract: A34

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the, Partial Acquisition and Temporary Easement Contracts for Tract A34, Jon and Debbie Veik. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Partial Acquisition, Temporary Easement Contract, a copy of the recorded documents, and a check in amount of \$5,380.00 made payable to:

Jon G. Veik and Debbie S Veik 13306 South 35th Avenue Bellevuek, Nebraksa 68123

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to <a href="mailto:AbbottJ@midwestrow.com">AbbottJ@midwestrow.com</a> to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely

Jim Abbott

Acquisition Agent

Enclosures



August 23, 2019

Jeff Roberts City of Bellevue Public Works 1510 Wall Street Bellevue, Nebraska 68005

RE:

City of Bellevue, Nebraska 36th Street - Bline to Sheridan Project Number: MAPA-5061(5)

Tract: A37

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Permanent Easement and Temporary Easement Contracts for Tract A37, Mr. Lawrence E. and Debra E. Collins. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Permanent Easement needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed, Permanent Easement, Temporary Easement Contract, a copy of the recorded documents and a check in amount of \$4,510.00 made payable to:

Lawrence E. and Debi Collins 13214 South 35th Avenue Bellevue, Nebraska 68123

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to <u>AbbottJ@midwestrow.com</u> to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Jim Abbott

Acquisition Agent

**Enclosures** 



October 14, 2019

Jeff Roberts City of Bellevue Public Works 1510 Wall Street Bellevue, Nebraska 68005

RE:

City of Bellevue, Nebraska 36th Street - Bline to Sheridan Project Number: MAPA-5061(5)

Tract: B19

Dear Mr. Roberts:

Enclosed original, executed copies of the Warranty Deed, Permanent Easement, Partial Acquisition Contract, Permanent Easement Contract, and Temporary Easement Contract for Tract B19, Doris B. Ritchey. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed and Permanent Easement need to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Partial Acquisition, Permanent Easement, and Temporary Easement Contracts, a copy of the recorded documents, and a check in amount of \$12,300.00 made payable to:

Doris B. Ritchey 3515 Leawood Drive Bellevue, Nebraska 68123

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to <u>blissd@midwestrow.com</u> to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely

Denny Bliss

Acquisition Agent

Enclosures

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

COUNCIL MEETING DATE: 11/05/2019 SUBM	IITTED BY: Ashley Decker	Human Resources Director
AGENDA ITEM:	CONSENT AGENDA ✓	SPECIAL PRESENTATION
LIQUOR LICENSE	ORDINANCE	PUBLIC HEARING
RESOLUTION	CURRENT BUSINESS	OTHER
SUBJECT:		
Bellevue Professional Management	Association (BPMA) job classifica	ation restructure
SYNPOSIS/BACKGROUND:		
currently in the Civilian Employees Asso from the CEAB agreement and will be pl	rector). These changes resulted in an ciation of Bellevue (CEAB) contract. aced in the BPMA collective bargaining aded and will be removed from the Byee. The changes and reclassifications	upgrade for the Planning Assistant that is The Planning Assistant is being removed ng agreement as an Assistant Planning PMA collective bargaining agreement and
FISCAL IMPACT: N/A B	UDGETED FUNDS?: YES	GRANT/MATCHING FUNDS?: №
TRACKING INFORMATION FOR CONTRACTS AN	ID PROJECTS:	
IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Bellevue Profe	essional Management Association C	Collective Bargaining Agreement
CONTRACT EFFECTIVE DATE: 10/01/2017	CONTRACT TERM:	CONTRACT END DATE: 09/30/2021
PROJECT NAME:	·	
START DATE: END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: YES
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S)	
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUMBER:	
RECOMMENDATION:		
Approve attached Memorandum of U	Understanding (MOU) as agreed υ	ipon
ATTACHMENTS:		
1. MOU between BPMA and City	2,	3.
4.	5.	6.
SIGNATURES:	1 D	
LEGAL APPROVAL AS TO FORM:	A. BreeKollin	\Z
FINANCE APPROVAL AS TO FORM:	/h//h	
ADMINISTRATOR APPROVAL AS TO FORM:	OMINY 7 Kinters	

#### MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska ("City") and the Bellevue Professional Management Association ("BPMA") are parties to a collective bargaining agreement effective October 1, 2017 to September 30, 2021 ("Agreement").

The City and the BPMA have identified for areas of the Agreement that are required to be revised to accurately reflect the job classifications listed in Appendix B of the Agreement due to the recent restructuring of the City. The parties agree that the current Agreement does not accurately reflect current job classifications listed in Appendix B of the Agreement and therefore, enter into the following Memorandum of Understanding ("MOU") to correct those inaccuracies.

- 1. Unless otherwise agreed upon herein, this MOU is effective for the term of the Agreement.
- 2. Article 1 (Union Recognition), Section 1 of the Agreement states: "The City recognizes the Union as the exclusive collective bargaining representative of those employees who occupy the job classifications listed in Appendix B of this Agreement."
- 3. Article 1 (Union Recognition), Section 2 of the Agreement states:

"Excluded from the above referenced bargaining unit are any employees

- who, in the normal performance of their duties, may obtain advance knowledge of the City's collective bargaining position; or
- who assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations; or
- who, although not assisting persons exercising managerial functions in the labor relations area, regularly have access to confidential information concerning anticipated changes which may result from collective bargaining."
- 4. Article 1 (Union Recognition), Section 3 of the Agreement states: "Placement in the bargaining unit shall occur immediately upon reinstatement of the position if the position was previously covered under the bargaining unit. Newly created positions may be considered for inclusion in the bargaining unit, but such inclusion will not constitute reopening of this agreement."
- 5. As written, Appendix B, Job Classification and Grade Assignment of the Agreement, does not accurately reflect the job classifications of the employees due to the recent restructuring of the City.
- 6. The parties agree that Appendix B, Job Classification and Grade Assignment of the Agreement, shall omit and incorporate the following job classifications:

	JOB CLASSIFICATION AND GRADE ASSIGNMENT
GRADE	JOB CLASSIFICATION
14	Administrative Assistant/Secretary
	Civilian Community Policing Community Relations Coordinator
15	Deputy City Clerk
16	Records Unit Supervisor
	Assistant Planning Manager
17	Code Enforcement Supervisor
	Communications Systems Coordinator
	Fleet Maintenance Foreman
	Foreman 11 Building Maintenance
	Foreman II Parks
	Librarian II
	Purchasing Agent
	Traffic Sign Signal Supervisor
18	Community Relations Media Coordinator
	Fabrication Supervisor
	Foreman II Streets
	Business Manager
	Professional Standards Investigator
19	Assistant Library Director
	City Planner
	Public Works Engineer I
	Recreation Superintendent
	Wastewater Operations Manager
20	Fleet Maintenance Superintendent
	Streets Superintendent
	Park Superintendent
	Chief Building Official

7. The parties hereby agree the position of "City Planner" shall be omitted in its entirety and the classification of "Assistant Planning Manager" shall be added to Grade 16 to the Appendix B Job Classification and Grade Assignment.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

## City of Bellevue, Nebraska Association

### Bellevue Professional Management

By: Mayor Rus	ty Hike	By:	President	foget L.	Cop
Approved by the B	Bellevue City Council or	n this	_day of	,	2019.
ATTEST:					
City Clerk					
APPROVED AS T	TO FORM:				
City Attorney					

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

COUNCIL MEETING DATE: 11/0	05/2019 SUBM	ITTED BY: Ashley Decker		Human Resources Director	
AGENDA ITEM:		CONSENT AGENDA	<b>√</b>	SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS		OTHER	
SUBJECT:					
Civilian Employees Asso	ociation of B	ellevue (CEAB) job	classification 1	restructure	
SYNPOSIS/BACKGROUND:					
Due to the reorganization of recently eliminated position added to the CEAB contrated Assistant is being removed Association's collective bathave been agreed upon by	on (Planning left and an upged from the CE)  Transaction of the centre o	Director). These changerade for the Planning ABAB agreement and will be be a significant and a significant as an Assistant.	es resulted in the Assistant that is Il be placed in t Planning Mana	he creation of a Secretary per currently in the CEAB. The Bellevue Professional News. The changes and rectains are changes and rectains.	position to be he Planning Management
FISCAL IMPACT: N/A	Ві	UDGETED FUNDS?: YES		GRANT/MATCHING FUNDS?: NO	
TRACKING INFORMATION FOR	CONTRACTS AN	ID PROJECTS:		Y	
IS THIS A CONTRACT?: YES		COUNTER-PARTY:	_25	INTERLOCAL AGREEMEN	NT: NO
CONTRACT DESCRIPTION:	EAB Collecti	ive Bargaining Agreem	ent		
CONTRACT EFFECTIVE DATE:	10/01/2017	CONTRACT TERM:		CONTRACT END DATE: 0	9/30/2021
PROJECT NAME:				·	
START DATE: E	ND DATE:	PAYMENT DAT	E:	INSURANCE REQUIRED:	YES
CIP PROJECT NAME:		CIP PROJECT N	UMBER:		
STREET DISTRICT NAME (S):		STREET DISTRI	CT NUMBER (S):		
ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:					
RECOMMENDATION:					
Approve attached Memo	orandum of U	Jnderstanding (MOU	) as agreed up	on	
ATTACHMENTS:					
1. MOU between CEAB as	nd City	2.		3.	
4.		5.	_	6.	
SIGNATURES:		/\ D.	7		
LEGAL APPROVAL AS TO FORM:		1, DAR	e hoblin	V2	
FINANCE APPROVAL AS TO FOR	M:	1 N Krim	11/1	<u>,                                      </u>	
ADMINISTRATOR APPROVAL AS	TO FORM:	UK採得	1 1 miss		

#### **MEMORANDUM OF UNDERSTANDING**

The City of Bellevue, Nebraska ("City") and the Civilian Employees Association of Bellevue ("CEAB") are parties to a collective bargaining agreement effective October 1, 2017 to September 30, 2021 ("Agreement").

The City and the CEAB have identified for areas of the Agreement that are required to be revised to accurately reflect the job classifications listed in Appendix B of the Agreement due to the recent restructuring of the City. The parties agree that the current Agreement does not accurately reflect current job classifications listed in Appendix B of the Agreement and therefore, enter into the following Memorandum of Understanding ("MOU") to correct those inaccuracies.

- 1. Unless otherwise agreed upon herein, this MOU is effective for the term of the Agreement.
- 2. Article 1 (Association Recognition), Section 1 of the Agreement states: "The City shall determine whether any classification established subsequent to the effective date of this Agreement is to be included or excluded from the Unit. When such a determination is made, the City will notify the CEAB."
- 3. As written, Appendix B, Job Classification and Grade Assignment of the Agreement, does not accurately reflect the job classifications of the employees due to the recent restructuring of the City.
- 4. The parties agree that Appendix B, Job Classification and Grade Assignment of the Agreement, shall omit and incorporate the following job classifications:

	APPENDIX B
JOB CLA	SSIFICATION AND GRADE ASSIGNMENT
GRADE	JOB CLASSIFICATION
7	Planning Secretary
9	Fabrication Technician Librarian I Parts Keeper II Planning Assistant

5. The parties hereby agree the position of "Planning Assistant" shall be omitted in its entirety and the classification of "Planning Secretary" shall be added to Grade 7 to the Appendix B Job Classification and Grade Assignment.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

	City of Bellevue, Nebraska	Civilian Employees Association of Bellevue
Ву:	Mayor Rusty Hike	By: President
Appro	oved by the Bellevue City Council on th	is day of 2019.
ATTE	EST:	
City (	Clerk	
APPR	OVED AS TO FORM:	

City Attorney

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

COUNCIL MEETING DATE: 11.5.19 St	JBMITTED BY: Legal			
AGENDA ITEM:	CONSENT AGENDA	<b>✓</b>	SPECIAL PRESENTATION	1
LIQUOR LICENSE	ORDINANCE		PUBLIC HEARING	
RESOLUTION	CURRENT BUSINESS	<b>/</b>	OTHER	
SUBJECT:				*
36th Street - A10, A39, B21 & C8 - Bellevue does not receive a timely r	request to authorize emin responses from each of the	ent domain proc owners.	eedings in the event th	ne City of
SYNPOSIS/BACKGROUND:				
The City has been in negotiations with the 36th Street project since August an no response is received the next step is eminent domain proceedings be initiat court action and/or any judgement the the proposed offer. Fiscal Impact for each Tract: A10-\$78	ed negotiations have stalled.  It to initiate eminent domain  ed on all four tracts, howeve  court may enter at a differer	Each of the owne proceedings. The er this amount may at amount and/or s	rs will be receiving fina estimated fiscal impact y change with costs asso should any of the owner	ol 10 day letters. If is \$32,490 should ociated with the
FISCAL IMPACT:: Approx. \$32k	BUDGETED FUNDS?: YES	GRA	ANT/MATCHING FUNDS?:	NO
TRACKING INFORMATION FOR CONTRACTS	AND PROJECTS:		ŗ	
IS THIS A CONTRACT?: NO	COUNTER-PARTY;		INTERLOCAL AGREEME	ENT: NO
CONTRACT DESCRIPTION:				
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:			Ļ	
START DATE: END DATE:	PAYMENT DATE		INSURANCE REQUIRED:	NO
CIP PROJECT NAME:	CIP PROJECT NA	ME:		
STREET DISTRICT NAME (S):	STREET DISTRIC	T NUMBER (S):		
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUME	BER:		
RECOMMENDATION				
Authorize the City Attorney to init event timely responses are not reco	iate eminent domain pro eived or an impasse is rea	ceedings for Tra	acts A10, A39, B21 & the tracts.	& C8 in the
TTACHMENTS:				
Maps and descriptions-A10	Maps and description	ons-A39	Maps and descript	ions-B21
Maps and descriptions-C8	5,		6.	
GIGNATURES:	1 Right	11:-		
EGAL APPROVAL AS TO FORM:	ya. Jack	oblins		
INANCE APPROVAL AS TO FORM:	11/1/		<del></del>	
DMINISTRATOR APPROVAL AS TO FORM:	SHIM 1	14-		



Approximate Acreage: 0.20650006

Legal Description:

LOT 1 OAKRIDGE

C/O: Mailing Address:

3511 BLACKHAWK DR

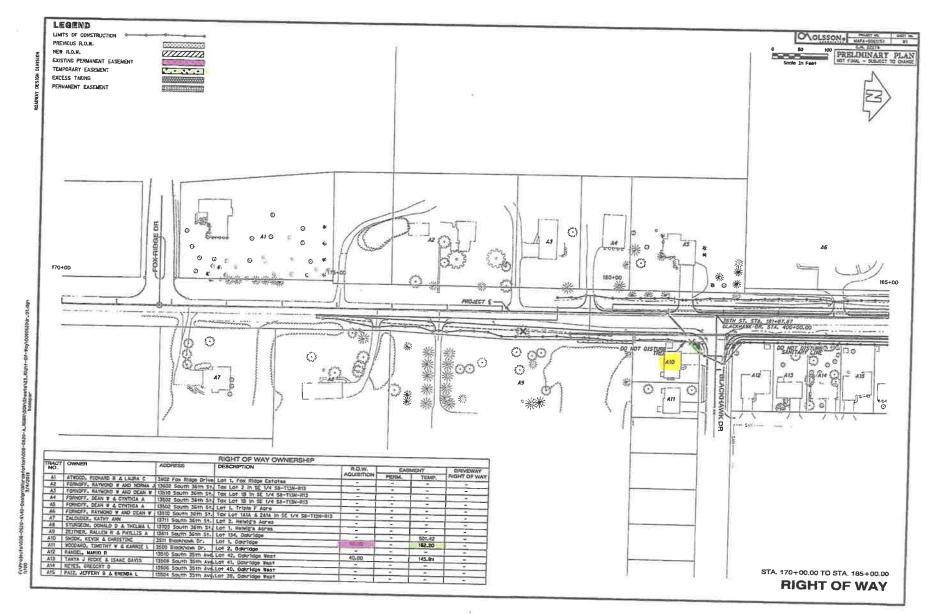
Land Value: Total Value:

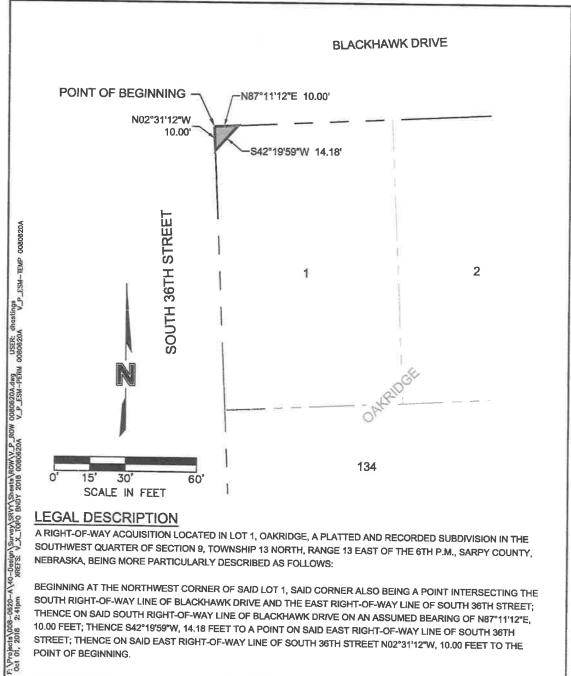
Tax District:

28000 166419

10002

BELLEVUE, NE 68123



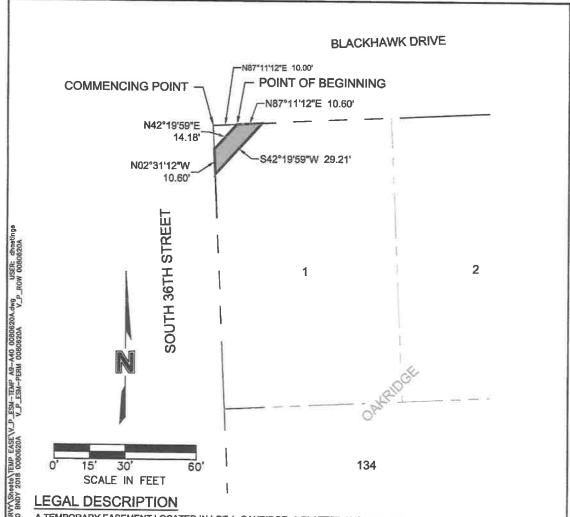


A RIGHT-OF-WAY ACQUISITION LOCATED IN LOT 1, OAKRIDGE, A PLATTED AND RECORDED SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING A POINT INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF BLACKHAWK DRIVE AND THE EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF BLACKHAWK DRIVE ON AN ASSUMED BEARING OF N87°11'12"E, 10.00 FEET; THENCE S42°19'59"W, 14.18 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET N02°31'12"W, 10.00 FEET TO THE POINT OF BEGINNING.

SAID RIGHT-OF-WAY ACQUISITION CONTAINS A CALCULATED AREA OF 50.00 SQUARE FEET OR 0.001 ACRES, MORE

PROJECT NO: A08-0620	RIGHT-OF-WAY		EXHIBIT
DRAWN BY: DSH  DATE: 10/01/2018	ACQUISITION	OLSSON 2111 South 67th Street, Suite 200 Onaha, NE 88108 TEL 402.341.1118 A \$ 5 0 C   A T E \$ FAX 402.341.8965	A10



A TEMPORARY EASEMENT LOCATED IN LOT 1, OAKRIDGE, A PLATTED AND RECORDED SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING A POINT INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF BLACKHAWK DRIVE AND THE EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF BLACKHAWK DRIVE ON AN ASSUMED BEARING OF N87°11'12"E, 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID SOUTH RIGHT-OF-WAY LINE OF BLACKHAWK DRIVE, N87°11'12"E, 10.60 FEET; THENCE S42°19'59"W, 29.21 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET RIGHT-OF-WAY LINE OF SOUTH 36TH STREET N02°31'12"W, 10.60 FEET; THENCE N42°19'59"E, 14.18 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 162.20 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

PROJECT NO: A08-0620	TEMPORARY	04	EXHIBIT
DRAWN BY: DSH DATE: 07/12/2018	EASEMENT	OLSSON 2111 South 67th Street, Suite 200 Omaha, NE 685108. © TEL 402.341,1116	Δ10
DATE: 0//12/2018	- COLINEI VI	A \$ 5 O C I A T E S FAX 402,341,5885	AIU



Property Address:

13210 S 35TH AVE

LADD, KHRISTINA

Approximate Acreage: 0.21847876

Tax District: 10002 Land Value: 31000

Legal Description:

LOT 4 OAKRIDGE NORTH

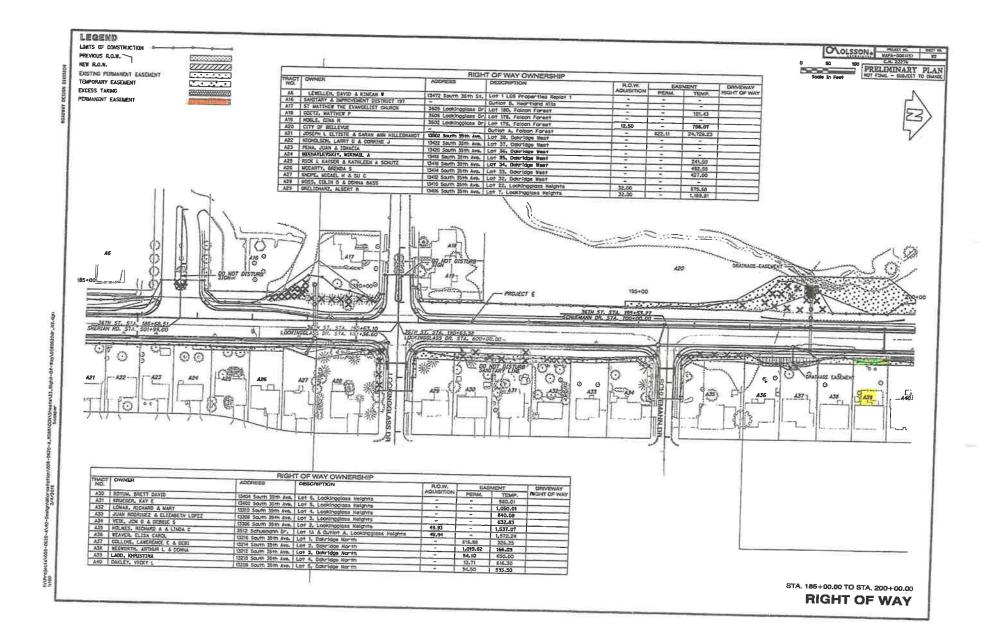
C/O: Mailing Address:

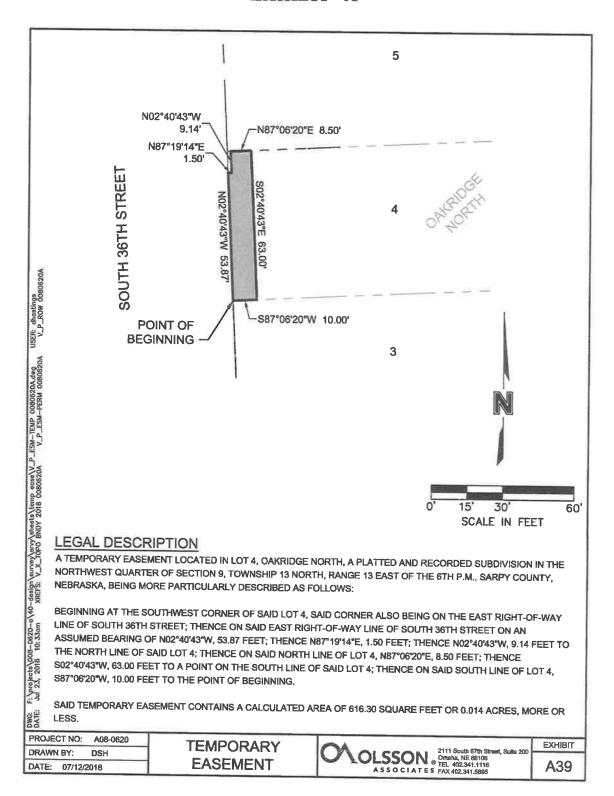
13210 S 35TH AVE

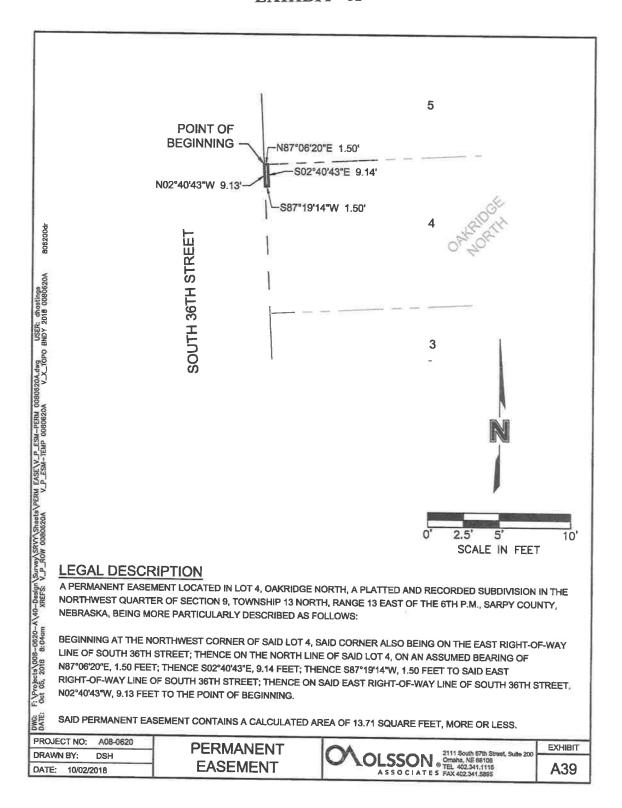
Total Value:

191015

BELLEVUE, NE 68123









Owner:

SLY, GWENDOLYN KAY

Approximate Acreage: 0.21185139

10002

Legal Description:

LOT 1 LEAWOOD OAKS

C/O: Mailing Address:

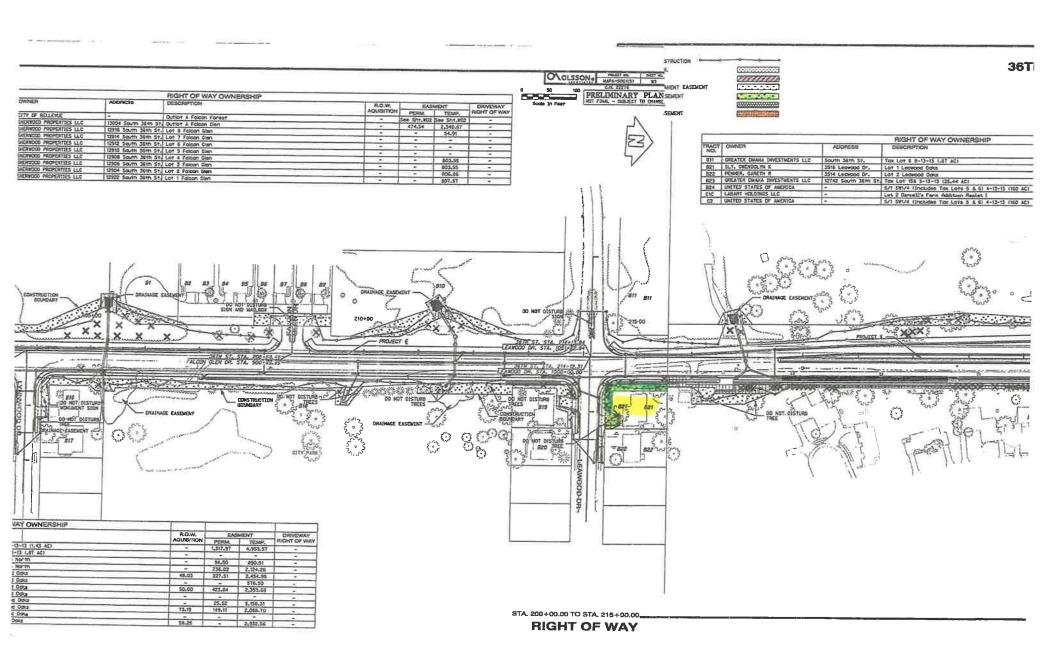
3516 LEAWOOD DR

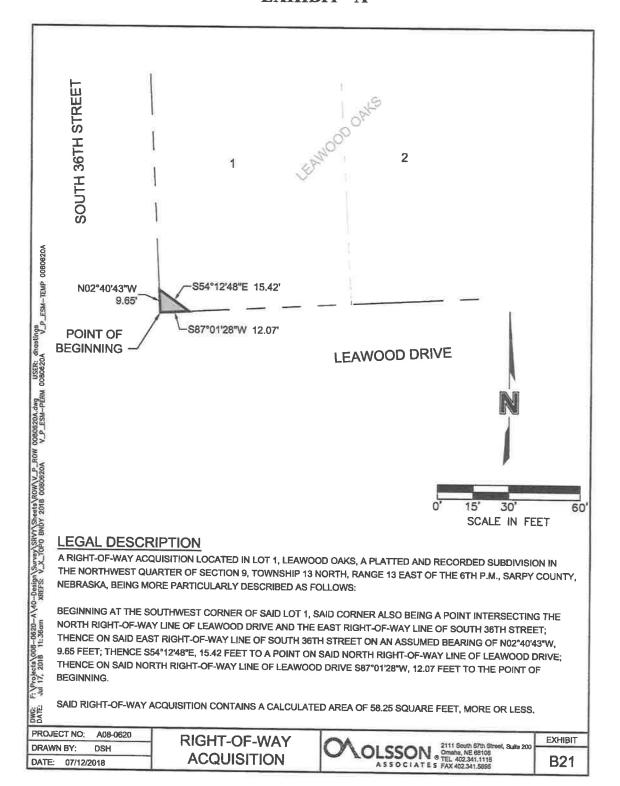
Land Value: Total Value:

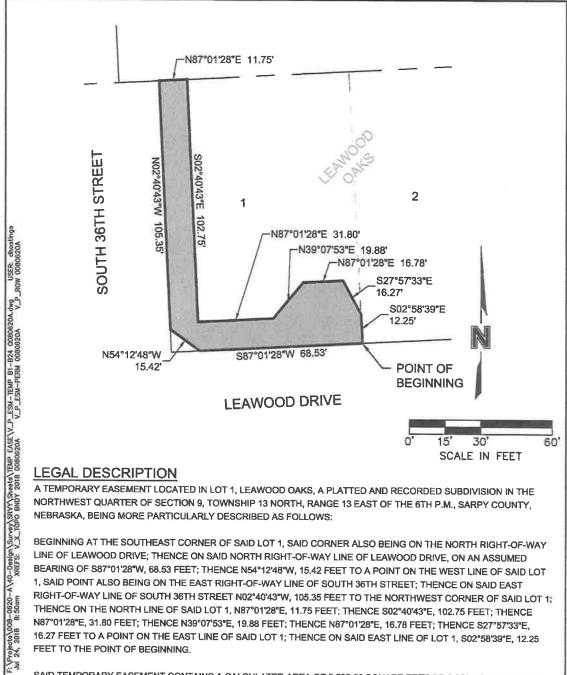
Tax District:

30000 158859

BELLEVUE, NE 68123







#### LEGAL DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN LOT 1, LEAWOOD OAKS, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF LEAWOOD DRIVE; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF LEAWOOD DRIVE, ON AN ASSUMED BEARING OF S87°01'28"W, 68.53 FEET; THENCE N54°12'48"W, 15.42 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET N02°40'43"W, 105.35 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE ON THE NORTH LINE OF SAID LOT 1, N87°01'28"E, 11.75 FEET; THENCE S02°40'43"E, 102.75 FEET; THENCE N87°01'28"E, 31.80 FEET; THENCE N39°07'53"E, 19.88 FEET; THENCE N87°01'28"E, 16.78 FEET; THENCE S27°57'33"E, 16.27 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE ON SAID EAST LINE OF LOT 1, S02°58'39"E, 12.25 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 2,532.56 SQUARE FEET OR 0.058 ACRES, MORE OR LESS.

PROJECT NO: A08-0620	TEMPORARY	2111 South 67th Street, Suite 200	EXHIBIT
DRAWN BY: DSH		OLSSON © TEL 402.341.1116	
DATE: 07/12/2018	EASEMENT	ASSOCIATES FAX 402.341.1116	B21



ROTH, LINDA L

Approximate Acreage: 1.02093631

10002

41943 140478

Land Value: Total Value:

Tax District.

Legal Description:

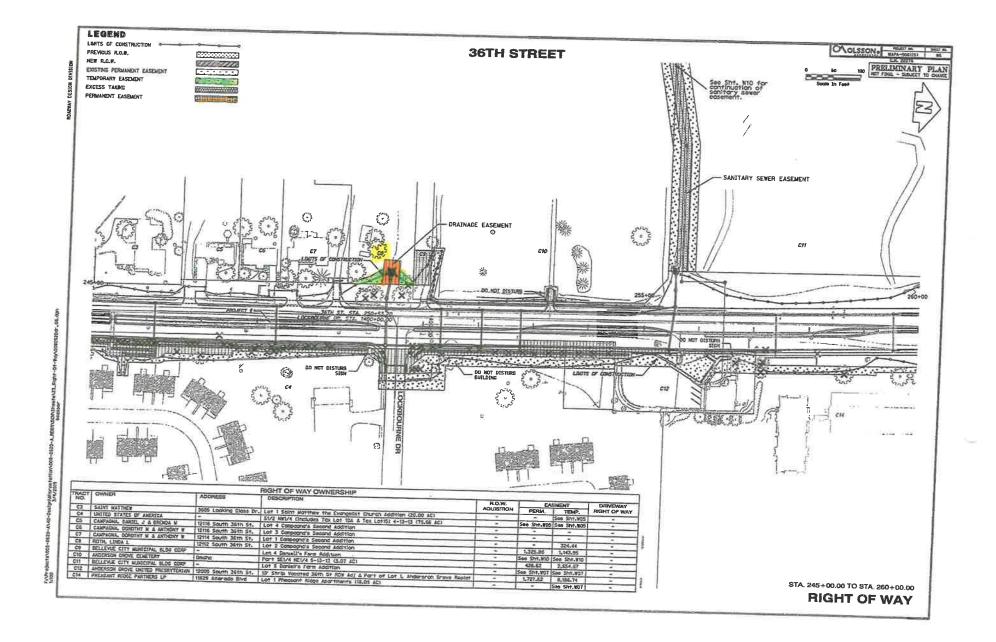
LOT 2 CAMPAGNA'S 2ND

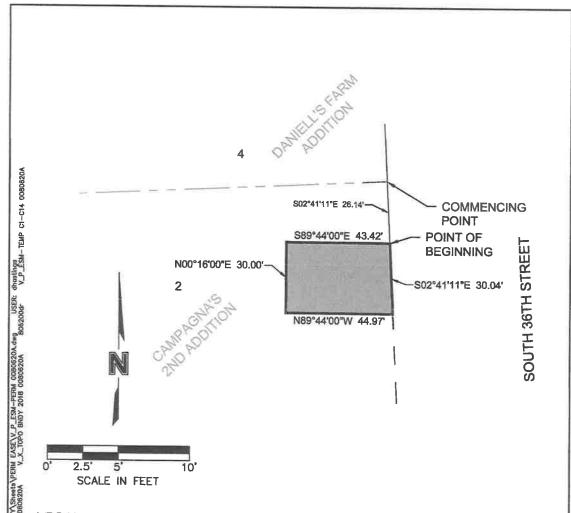
ADDITION (1.02 AC)

C/O: Mailing Address:

TRUSTEE REVOCABLE 27611 WOODSIDE DR

COLUMBUS, NE 68601





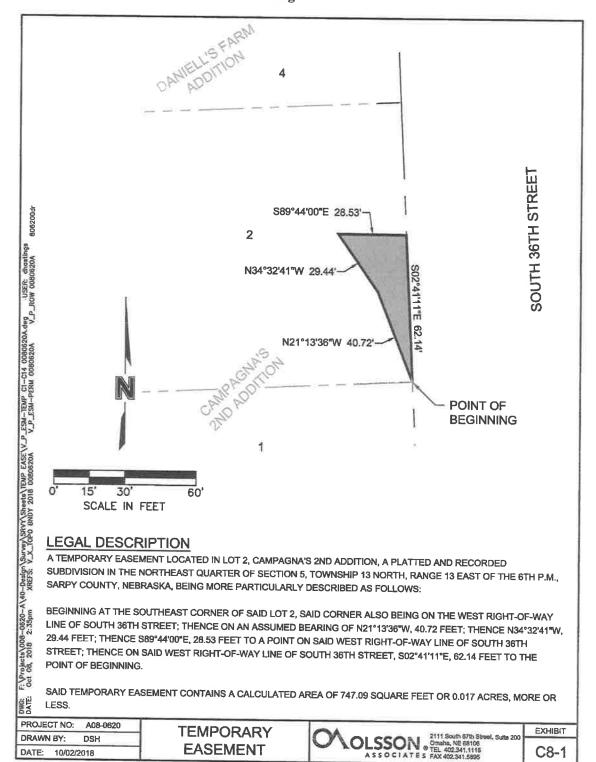
#### LEGAL DESCRIPTION

A PERMANENT DRAINAGE EASEMENT LOCATED IN LOT 2, CAMPAGNA'S 2ND ADDITION, IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

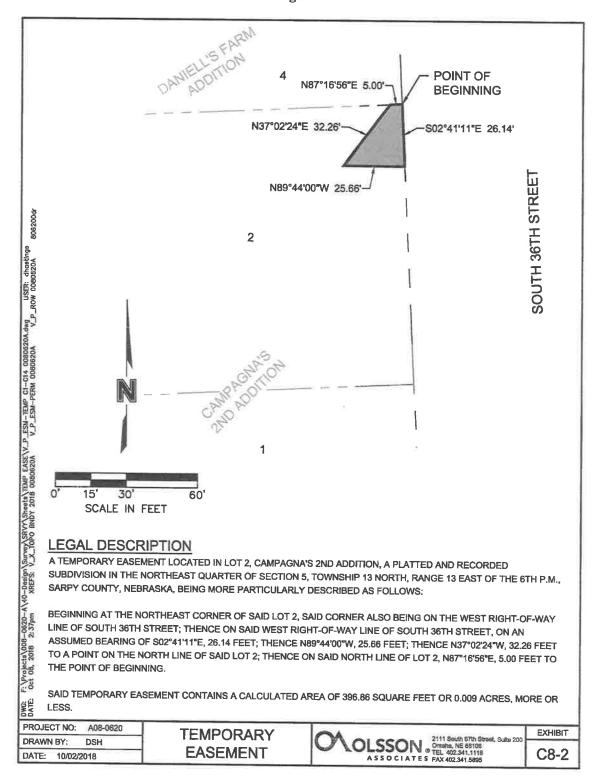
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, CAMPAGNA'S 2ND ADDITION, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET ON AN ASSUMED BEARING OF S02°41'11"E, 26.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET, S02°41'11"E, 30.04 FEET; THENCE N89°44'00"W, 44.97 FEET; THENCE N00°16'00"E, 30.00 FEET; THENCE S89°44'00"E, 43.42 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 1,325.86 SQUARE FEET OR 0.030 ACRES, MORE OR LESS.

PERMANENT	2111 South 67th Street, Suite 200	EXHIBIT
DRAINAGE EASEMENT	OLSSON @ TEL 402.341.1118 ASSOCIATES FAX 402.341.5895	C8



#### EXHIBIT "A" Page 2 of 2



## CITY OF BELLEVUE, NEBRASKA AGENDA ITEM COVER SHEET

AGENDA ITEM:  LIQUIDE LICENSE   ORDINANCE   FUBLIC HEARING    RESOLUTION   CURRENT BUSINESS   OTHER    RESOLUTION   OTHER    RESOLUT	COUNCIL MEETING DATE: 11/05/201	9 SUBMITTED BY: Admin	
RESOLUTION	AGENDA ITEM:	CONSENT AGENDA	SPECIAL PRESENTATION
DIBJECT: Interlocal Agreement for the Contribution and Allocation of Omaha Public POwer District Payments in Lieu of Taxes  INTERLOCAL AGREEMENT (D.0.0 BUDGETED FUNDS): NO GRANTMATCHING FUNDS): NO  BACKING INFORMATION FOR CONTRACTS AND PROJECTS.  ISTHIS A CONTRACT: NO COUNTER-PARTY. INTERLOCAL AGREEMENT YES  CONTRACT DESCRIPTION: Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes.  CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE. INSURANCE REQUIRED: NO  CIP PROJECT NAME  STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): ACCOUNTING DISTRUBUTION CODE: ACCOUNTING DISTRUBUTION CODE: ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER  RECOMMENDATION:  Approve and authorize the execution of the Interlocal Agreement for the Contribution and Allocation of Damaha Public Power District Payments in Lieu of Taxes.  CONTRACT END DATE: STREET DISTRICT NUMBER (S): ACCOUNT NUMBER  BECOMMENDATION:  Approve and authorize the execution of the Interlocal Agreement for the Contribution and Allocation of Damaha Public Power District Payments in Lieu of Taxes.  CONTRACT AGREEMENT S.  RESOlution 2 Interlocal Agreement 3.  CONTRACT S.  CONT	LIQUOR LICENSE	ORDINANCE	PUBLIC HEARING
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# 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 <u>Neb</u>. <u>Rev</u>. <u>Stat</u>. 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 ("<u>Annual OPPD Distribution</u>");

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 2019-366, 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 Revised 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 November, 2019.
Mayor, Rusty Hike

### Exhibit 1

Revised Agency OPPD PILOT Resolution [2019-366]



## Resolution 2019-366

## BOARD OF COMMISSIONERS SARPY COUNTY, NEBRASKA

Approve and Authorize Chair to Sign the Revised Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payment in Lieu of Taxes Between the Sarpy County and Cities Wastewater Agency and Sarpy County

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Resolution 2017-337, Sarpy County is a member of the Sarpy County and Cities Wastewater Agency (hereinafter the "Agency"); and,

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; and,

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board; and,

WHEREAS, Sarpy County is a Member of the Agency; and,

WHEREAS, pursuant to <u>Neb</u>. <u>Rev</u>. <u>Stat</u>. 70-651.03, on or before April 1 of each year, the Omaha Public Power District ("<u>OPPD</u>") 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 "<u>Annual OPPD Payment</u>"); and,

WHEREAS, pursuant to <u>Neb</u>. <u>Rev</u>. <u>Stat</u>. 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 (<u>"Annual OPPD Distribution"</u>); and,

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, on September 25, 2019, pursuant to Agency Resolution 2019-014, the Agency adopted the Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes which outlines the terms and conditions of each Member's payment of a portion of the Annual OPPD Distribution ("Prior OPPD Interlocal"); and,

WHEREAS, following the September 25, 2019 Agency approval of the Prior OPPD Interlocal, the Members and Agency desire to revise the terms of the Prior OPPD Interlocal, to rescind the Agency Board's approval of the Prior OPPD Interlocal, and adopt and approve the Revised Interlocal Agreement for Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes (the "Revised OPPD Interlocal"), a copy of the Revised OPPD Interlocal is attached hereto and incorporated herein by this reference as Exhibit A; and,

WHEREAS, the Sarpy County Board discussed the proposed Revised OPPD Interlocal for Sarpy County'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 Revised OPPD Interlocal) that is in the Sarpy County jurisdiction for the 2019 calendar year and for years thereafter; and,

WHEREAS, after discussion the Sarpy County Board has deemed it appropriate, necessary, convenient and advisable to approve the Revised OPPD Interlocal and to authorize its execution by Chair of the County Board.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD that, pending approval of the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna, the attached Revised OPPD Interlocal is hereby approved; and,

BE IT ALTERNATELY RESOLVED that, should any of the above listed Cities not approve the Revised OPPD Interlocal, the Sarpy County Board instead approves the Alternate Revised OPPD Interlocal, a copy of which is attached hereto as Exhibit B; and,

BE IT FURTHER RESOLVED BY THE SARPY COUNTY BOARD THAT the Chair is hereby authorized to execute the Revised OPPD Interlocal as approved above on behalf of Sarpy County; and further that the Recitals above are incorporated into the Resolutions by reference.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 05 day of November 2019

STREETH STREETH STREET

	Attest: SEAL	SEA HOUGH	
Sarpy County Chairman		Sarpy County Clerk/Register of Deeds	_

# INTERLOCAL AGREEMENT FOR THE CONTRIBUTION AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT PAYMENTS IN LIEU OF TAXES W/O GRETNA PARTICIPATION

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"), and the City of La Vista, Nebraska ("La Vista"). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein. For purposes of this Agreement, the term "Members" shall refer only to the Agency Members that are parties hereto.

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 as hereinafter set forth in this Agreement, the Members hereby agree to pledge, contribute, and otherwise pay to the Agency its Member PILOT Contribution (as defined herein).
  - a) Except 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), when any Member's total Member PILOT Contribution equals or exceeds the Member's applicable PILOT Contribution Threshold (as defined in Section 2(a) below) said Member's PILOT Contribution shall be adjusted to be equal to fifty percent (50%) of the Member PILOT Contribution otherwise payable by such Member pursuant to Section 1(a) above ("Adjusted Member PILOT Contribution").
  - c) Effective as of the date the Agency receives a combined cumulative total of Member PILOT Contributions/Adjusted Member PILOT Contributions equal to or in excess of Twenty Five Million Seven Hundred Forty One Thousand Three Hundred Eighteen and No/100 Dollars (\$25,741,318.00), no further Member PILOT Contributions/Adjusted Member PILOT Contributions shall be required from any Member.
  - d) 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) For purposes of this Agreement, each Member's applicable "PILOT Contribution Threshold" is 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) Each Member that has made Member PILOT Contributions (or Adjusted Member PILOT Contributions, as applicable) during the term of this Agreement shall be reimbursed by the Agency for such amount; provided, however, that the Agency's reimbursement of any Member PILOT Contributions/Adjusted Member PILOT Contributions shall be subject to the satisfaction of the following conditions:
  - i. No Member can be reimbursed for its Member Contributions/Adjusted Member PILOT Contributions until the earlier of (A) the date the Agency receives a combined cumulative total of Member PILOT Contributions and Adjusted Member PILOT Contributions of Twenty Five Million Seven Hundred Forty One Thousand Three Hundred Eighteen and No/100 Dollars (\$25,741,318.00), 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 Member PILOT Contributions/Adjusted Member 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 or developer of the Unified SSWS (collectively, the "Developer");
  - iii. The Agency's reimbursement of any Member's PILOT Contributions/Adjusted Member PILOT Contributions may be made 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. Any amount by which a Member's cumulative Member PILOT Contributions/Adjusted Member PILOT Contributions exceeds its applicable PILOT Contribution Threshold shall be hereinafter referred to as the "Excess PILOT Contribution." Members which have contributed Excess PILOT Contributions shall be given priority in the reimbursement of the amount contributed in excess of the Member PILOT Contribution Threshold. The Agency's reimbursement of Excess PILOT Contributions shall be made proportionally based on the total amount of excess contributions made by each Member. Once all Excess PILOT

Contributions, with applicable interest accruing as of the date the applicable Excess PILOT Contributions are made and calculated as simple interest at a rate of 1.5 percent per annum, have been reimbursed, the Agency shall begin reimbursement of the Member PILOT Contributions under this Section 2(c), and said reimbursements shall be paid to the applicable Members in proportion to the total amount paid by each Member of the cumulative PILOT Contributions.

- d) Except for a failure to pay as provided in Section 3, if a Member has not contributed the entirety of its PILOT Contribution Threshold at such time as said Member desires to connect to the Unified SSWS, such deficiency will not be included or accounted for as part of any connection fees which must be paid by said Member, nor will the Member be required to contribute the entirety of its PILOT Contribution Threshold before being allowed to connect to the Unified SSWS. Nothing herein will relieve said Member from continuing to make PILOT Contribution payments as required under the terms of this Agreement until such time as the Agency has received a cumulative total of Member PILOT Contributions equal to or in excess of \$25,741,318.00. This provision shall not apply to Agency Members that are not parties to this Agreement.
- e) 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.
- 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 to reduce the Member's obligations pursuant to this Agreement. 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. <u>Interlocal Cooperation Act.</u> 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 receive a full reimbursement of their respective Member PILOT Contributions paid to the Agency pursuant to Section 2(c) 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. <u>Cooperation</u>. The parties agree to execute and deliver all documents, provide all information, and take or forebear 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 parties. 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 the 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 (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 day of, 2019.
SARPY COUNTY AND CITIES WASTEWATER AGENCY, A Political Subdivision
ByChairperson, Agency Board
ATTEST:
Secretary, Agency Board

IN WITNESS WHEREOF, day and year hereinafter indicated.	the parties h	ereunto set their hands to this Agreement upon the
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 paday and year hereinafter indicated.	rties hereunto set their hands to this Agreement upon the
Signed by the City of Bellevue this	_day of, 2019.
ATTEST:	CITY OF BELLEVUE, a Nebraska Municipal Corporation
Sabrina Ohnmacht, City Clerk	Rusty Hike, Mayor
CITY SEAL	

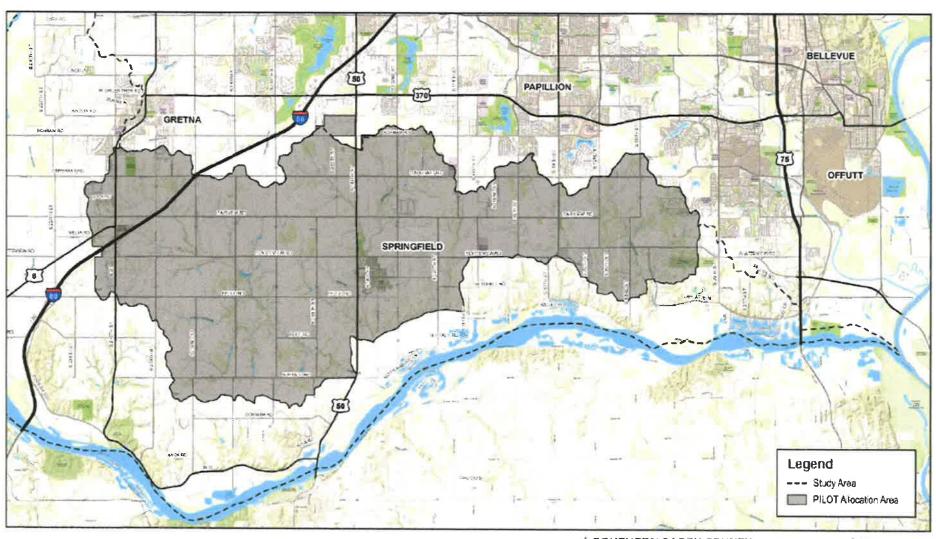
day and year hereinafter indicated.	ties nereunto set their nands to this Agreement upon tr
Signed by the City of Papillion this	day of, 2019.
ATTEST:	CITY OF PAPILLION, a Nebraska Municipal Corporation
Nicole Brown, City Clerk	David P. Black, Mayor
CITY SEAL	

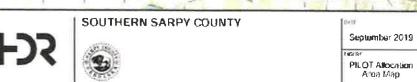
IN WITNESS WHEREOF, the p day and year hereinafter indicated.	arties here	unto set their hands to this Agreement upon the
Signed by the City of La Vista this	_day of _	, 2019.
ATTEST:		CITY OF LA VISTA, a Nebraska Municipal Corporation
Pamela A. Buethe, City Clerk		Douglas Kindig, Mayor
CITY SEAL		

IN WITNESS WHEREOF, the part the day and year hereinafter indicated.	ties hereunto set their hands to this Agreement upon
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





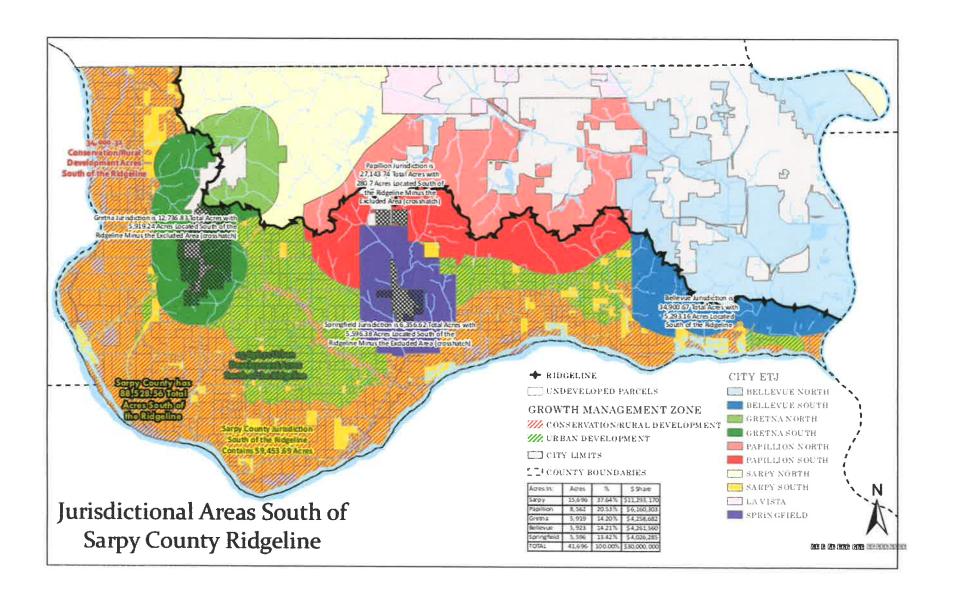
## EXHIBIT B

## **PILOT Contribution Thresholds**

Member	PILOT Contribution Threshold		
Bellevue	\$4,261,560.00		
Papillion	\$6,160,303.00		
Sarpy County	\$11,293,170.00		
Springfield	\$4,026,285.00		
Total	\$25,741,318.00		

## EXHIBIT C

# Map of Jurisdictional Areas South of Sarpy County Ridgeline



#### EXHIBIT D

#### **Baseline PILOT Distributions**

Member	Baseline PILOT Distribution		
Bellevue	\$0.00		
Papillion	\$24,058.54		
Sarpy County	\$34,782.09		
Springfield	\$26,449.56		
Total	\$85,290.19		

# REVISED INTERLOCAL AGREEMENT FOR THE CONTRIBUTION AND ALLOCATION OF OMAHA PUBLIC POWER DISTRICT PAYMENTS IN LIEU OF TAXES WITH GRETNA PARTICIPATION

THIS REVISED 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 as hereinafter set forth in this Agreement, the Members hereby agree to pledge, contribute, and otherwise pay to the Agency its Member PILOT Contribution (as defined herein).
  - a) Except 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), when any Member's total Member PILOT Contribution equals or exceeds the Member's applicable PILOT Contribution Threshold (as defined in Section 2(a) below) said Member's PILOT Contribution shall be adjusted to be equal to fifty percent (50%) of the Member PILOT Contribution otherwise payable by such Member pursuant to Section 1(a) above ("Adjusted Member PILOT Contribution").
  - c) Effective as of the date the Agency receives a combined cumulative total of Member PILOT Contributions/Adjusted Member PILOT Contributions equal to or in excess of Thirty Million and No/100 Dollars (\$30,000,000.00), no further Member PILOT Contributions/Adjusted Member PILOT Contributions shall be required from any Member.
  - d) 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) For purposes of this Agreement, each Member's applicable "PILOT Contribution Threshold" is 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.
- Each Member that has made Member PILOT Contributions (or Adjusted Member PILOT Contributions, as applicable) during the term of this Agreement shall be reimbursed by the Agency for such amount; provided, however, that the Agency's reimbursement of any Member PILOT Contributions/Adjusted Member PILOT Contributions shall be subject to the satisfaction of the following conditions:
  - i. No Member can be reimbursed for its Member PILOT Contributions/Adjusted Member PILOT Contributions until the earlier of (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 Member PILOT Contributions/Adjusted Member 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 or developer of the Unified SSWS (collectively, the "Developer");
  - The Agency's reimbursement of any Member's PILOT Contributions/Adjusted Member PILOT Contributions may be made 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. Any amount by which a Member's cumulative Member PILOT Contributions/Adjusted Member PILOT Contributions exceeds its applicable PILOT Contribution Threshold shall be hereinafter referred to as the "Excess PILOT Contribution." Members which have contributed Excess PILOT Contributions shall be given priority in the reimbursement of the amount contributed in excess of the Member PILOT Contribution Threshold. The Agency's reimbursement of Excess PILOT Contributions shall be made proportionally based on the total amount of excess contributions made by each Member. Once all Excess PILOT Contributions, with applicable interest accruing as of the date the applicable

Excess PILOT Contributions are made and calculated as simple interest at a rate of 1.5 percent per annum, have been reimbursed, the Agency shall begin reimbursement of the Member PILOT Contributions under this Section 2(c), and said reimbursements shall be paid to the applicable Members in proportion to the total amount paid by each Member of the cumulative PILOT Contributions.

- d) Except for a failure to pay as provided in Section 3, if a Member has not contributed the entirety of its PILOT Contribution Threshold at such time as said Member desires to connect to the Unified SSWS, such deficiency will not be included or accounted for as part of any connection fees which must be paid by said Member, nor will the Member be required to contribute the entirety of its PILOT Contribution Threshold before being allowed to connect to the Unified SSWS. Nothing herein will relieve said Member from continuing to make PILOT Contribution payments as required under the terms of this Agreement until such time as the Agency has received a cumulative total of Member PILOT Contributions equal to or in excess of \$30,000,000.00.
- e) 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.
- 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 to reduce the Member's obligations pursuant to this Agreement. 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. <u>Interlocal Cooperation Act.</u> 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 receive a full reimbursement of their respective Member PILOT Contributions paid to the Agency pursuant to Section 2(c) 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. <u>Cooperation</u>. The parties agree to execute and deliver all documents, provide all information, and take or forebear 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 parties. 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 the 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 (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 day and year hereinafter indicated.	s hereunto set their hands to this Agreement upon the
Signed by the Sarpy County and Cities Waste 2019.	ewater Agency this day of,
	SARPY COUNTY AND CITIES WASTEWATER AGENCY, A Political Subdivision
	ByChairperson, Agency Board
ATTEST:	
Secretary, Agency Board	

IN WITNESS WHEREOF, day and year hereinafter indicated.	the parties h	ereunto set their hands to this Agreement upon the
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 he day and year hereinafter indicated.	reunto set their hands to this Agreement upon the
Signed by the City of Bellevue this day of	f, 2019.
ATTEST:	CITY OF BELLEVUE, a Nebraska Municipal Corporation
Sabrina Ohnmacht, City Clerk	Rusty Hike, Mayor
CITY SEAL	

IN WITNESS WHEREOF, the parday and year hereinafter indicated.	rties herei	anto set their hands to this Agreement upon the
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		

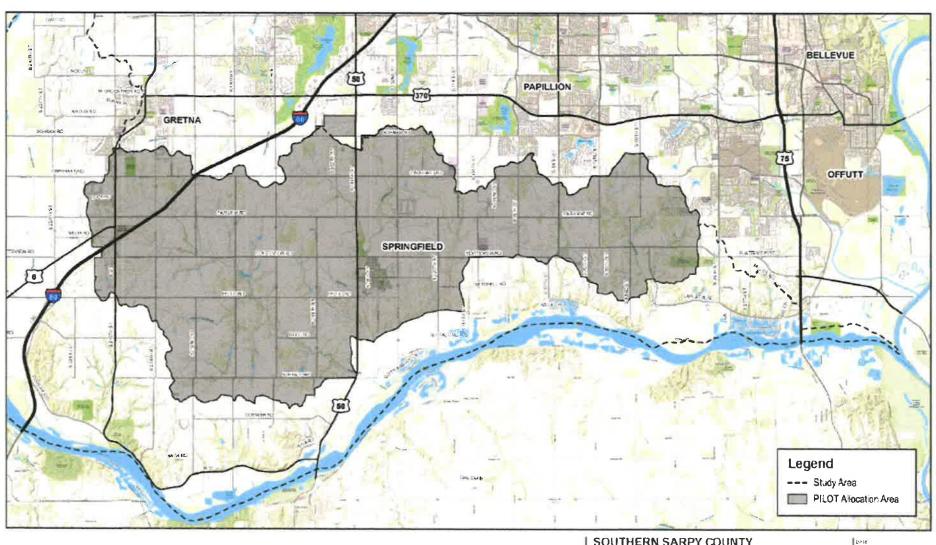
IN WITNESS WHEREOF, the parties here day and year hereinafter indicated.	unto set their hands to this Agreement upon the
Signed by the City of La Vista this day of _	, 2019.
ATTEST:	CITY OF LA VISTA, a Nebraska Municipal Corporation
Pamela A. Buethe, City Clerk	Douglas Kindig, Mayor
CITY SEAL	

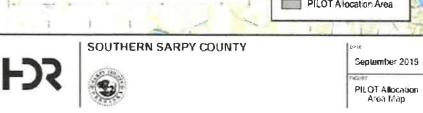
IN WITNESS WHEREOF, the p day and year hereinafter indicated.	parties hereunto set their hands to this Agreement upon the
Signed by the City of Gretna this	day of, 2019.
ATTEST:	CITY OF GRETNA, a Nebraska Municipal Corporation
Tammy L. Tisdall, City Clerk	James W. Timmerman, Mayor
CITY SEAL	

IN WITNESS WHEREOF, the parday and year hereinafter indicated.	rties hereunto set their hands to this Agreement upon the
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





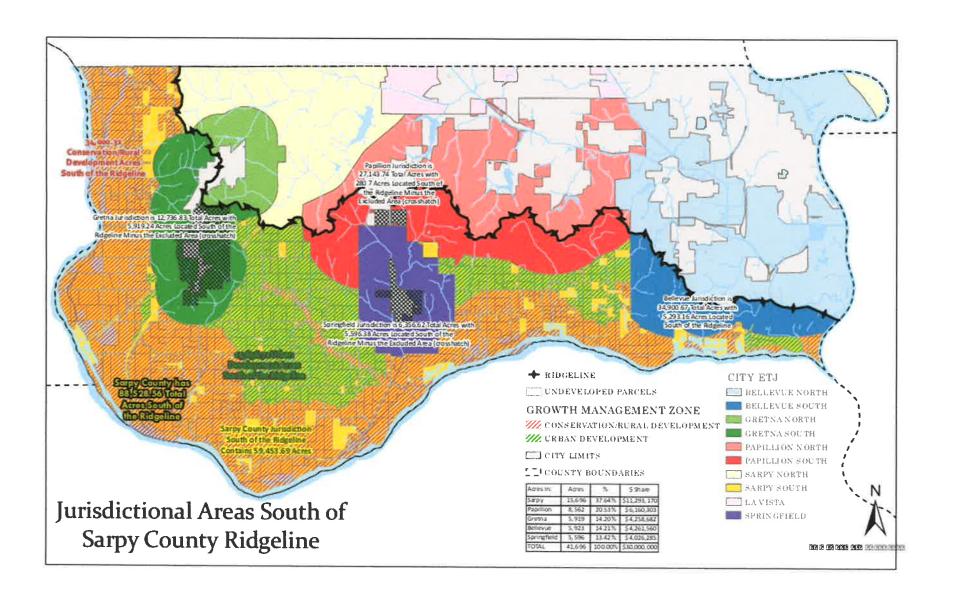
## EXHIBIT B

#### **PILOT Contribution Thresholds**

Member	PILOT Contribution Threshold
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
Total	\$30,000,000.00

## **EXHIBIT C**

# Map of Jurisdictional Areas South of Sarpy County Ridgeline



#### EXHIBIT D

#### **Baseline PILOT Distributions**

Member	Baseline PILOT Distribution
Bellevue	\$0.00
Gretna	\$12,624.66
Papillion	\$24,058.54
Sarpy County	\$34,782.09
Springfield	\$26,449.56
Total	\$97,914.85



From:

# CITY OF BELLEVUE

#### OFFICE OF CITY ADMINISTRATOR

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

To: Mayor Hike, City Council President Cook and

Members of the Bellevue City Council James L. Ristow, City Administrator

Subject: Overview - Activities report

Date: November 1, 2019

Meeting with Burlington Group to discuss Rising View.

- Met with Safety Foundation regarding K-9 Facility funding.
- Meeting with Pilgrim Landing SID Board to discuss maintenance agreement.
- Planning session with MAPA for redistricting Wards.
- BPOA negotiation meetings ongoing.
- Internal discussions for ongoing response to river levels throughout the Fall.
- Meeting with multiple media outlets on Ft Crook Road study.
- United Cities Sarpy County Conference calls for legislative issues.
- Meeting with Sheriff Davis, Greg London and Angie Burmeister to discuss Mental Health Facility.
- Waste Water Agency meetings.
- Employment matters regarding disciplinary actions.
- Meeting with Mike Williams to discuss City Health Plan.
- Attended BCF check presentation from WalMart.
- Meeting with Chamber and outside vendor to discuss economic development plan.
- Met with Lockton developers for progress update.
- Civil Service Commission special presentation to Jack Charvat.
- Met with Chamber and Offutt officials for Veterans Day Parade planning.
- Met with Leo A Daly regarding proposed remodel projects for existing Library.
- MAPA Annual meeting.
- Wastewater Agency meetings.
- Meeting with HDR for site development.
- Meeting with BH Architects for project development.
- NRD Groundbreaking ceremony for Levee's.
- · Meeting with employees to discuss this seasons snow removal.
- Testified to Legislative Committee for LR155.

- Meeting with developer to discuss concerns and resolutions for development of project.
- Meeting with MAPA to review final redistricting proposals for Wards.
- Meeting with individual Council Members to review redistricting proposals.
- Meeting with Chamber and outside vendor to discuss economic development project.
- Large City Legislative Committee.
- Meeting with SCEDC to discuss future sites and Ft Crook Rd.
- Meeting with NRD to develop plan for pumping operations on western side of Missouri levees.
- Met with City Auditor for preliminary discussion.
- Met with private developers for Ft Crook Rd development.
- Attended SCEDC Quarterly update meeting.
- Met with OPPD to discuss lights and cameras.
- Met with County to discuss this years snow removal operations in SIDS>
- Met with County to discuss Eastern Fire District.
- Quarterly health Insurance meeting.





Office of the City Clerk
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

October 30, 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 10.15.19 Council Meeting
- Attended Agenda Meeting 10.29.19
- Posting of agenda for 10.30.19 Council Meeting
- Preparation of Council Packet and put on City of Bellevue & Sparq websites for the 10.30.19 Council Regular Meeting
- All Grooming & Pet Shops for the renewal period of October 1, 2019 September 30, 2020 have paid
- Vending machine, musical machine, and mechanical/amusement machine occupational tax stickers have been ordered. After receiving stickers, we will be sending out invoices to vendors who are required to get one or more and to pay distributor fee, if required. Current occupational tax stickers expire on December 21, 2019
- Invoices will be sent out for Tobacco Licenses, the middle of November, for the renewal period of January 1, 2020 December 31, 2020
- Collection of payments and distribution of licenses for Class "C" Liquor Licenses, provided by the Nebraska Liquor Control Commission, for the renewal period of November 1, 2019 - October 31, 2020 (1 licensee left to pay & pick up license)
- Reviewing the Statement of Profits and Expenses from Organizations who had firework stands
- Data for the Occupational Report for the 2018-2019 Fiscal Year is complete (Susan)
- 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





Office of the City Clerk 1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

- Nearing completion on the organizing and updating of records for City Vehicles, both electronically and in the actual files. After completion will verify 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 November 5, 2019

### ACCOUNTING AND FINANCE

- Worked on Amended Budget for 2019-2020
- Worked on Annexation Analyses
- Developing Plan for Annexation Debt, including warrants (reducing interest expense)
- Prepared Audit Schedules & Questionnaires
- Creating September Financials
- Analyzed Job Duties-suggested adding Clerk Position to Rich
- Worked with Rich & Mike Williams to clear EBS outstanding EBS checks with company
- Bank account monitoring for year end
- Continued Revision/Development of Finance Policies
- Worked on unclaimed property (old, uncashed checks)
- Treasury management; Deposit confirmations, Research undocumented cash receipts
- Issued payments for approved expenses
- Payroll downloads / import into Abila
- Adjusted rights to approved used in Abila system
- Data Entry of Journal Entries for department
- Authorized CDBG reimbursement request
- Paid bills online as approved/requested
- Cash management and account monitoring
- Sales tax return filed and payment made
- Updated Capital Forecast
- Updated Forecast
- Reclassed/Transferred expenses between departments
- Researched bills on minute record

### <u>CDBG:</u>

- Continued work on the environmental reviews for the 2019 CDBG projects.
- Submitted HUD quarterly Federal Financial Report and began preparing the Section 3 annual report.
- Began preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2018-2019 fiscal year.
- Continued review of CDBG open activities, updating accomplishment information, and closing out completed activities.
- Participated in the HUD Quarterly Conference Call with the Omaha HUD Office including discussion of requirements for the 5-year plan and end of the year reporting

### 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
- Finalized BAE building damage claim
- New employee orientation to three new employees
- Teleconferences to transition workers compensation claims to a new TPA company
- Coordinated and opened enrollment for employee wellness program
- Coordinated and sent email blasts for Wellness presentation on stress reduction
- Handed out PPE as needed
- Inventoried PPE locker and restocked
- Worked on ADA updates, reports and City Transition plan
- Worked on making Council Chambers ADA accessible
- Performed random safety checks on road crews to ensure proper PPE is being utilized
- Inspected hauled loads on flatbeds to ensure they are being properly secured
- Continued safety boot orders for new fiscal year
- Conducted all duties associated with surplus equipment auction
- Total Surplus Sales as of today: \$376,336

Respectfully submitted,

Rich Severson Finance Director, City of Bellevue



#### Personnel Department

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

### Human Resources Department Activity Report October 28, 2019

To: Ashley Decker, HR Director

From: Cathey Rabbass, HR Coordinator and Michelle Bagby, Personnel Technician

**Date:** October 29, 2019

Subject: Activity Report - Personnel Division

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

#### **Record Management:**

Prep, Input and Record Payroll Changes for processing for October 4 and 18th

Processed Address Changes – 5 Name Change - 0

Travel & Training Requests Processed - 15 Narratives Received - 2

Recorded Performance Evaluations - 10 Verifications of Employment – 15

Prepped and recorded information for the biennial federal EEO-4

**Applicants/Recruitment**: AEO I – Street, WW MW, WW MM, Secretary – Planning, PT Utility Worker – Parks, WW Foreman II

#### **New Employee Processing:**

- 6 Background Check Processing
- 6 Physical Capacity Profile/ Drug Screening
- 6 New Employee Processing

#### Process regret notifications for closed postings

#### Benefit Orientation/Employee Exits/Resignations:

- 5 Full Time Exit
- 6 Full Time Benefit Orientation
- 4 Promotion
- 1 Return from Leave
- 0 Transfer
- 2 Leave of Absence
- 6 Resignations/Terminations



### Personnel Department

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

#### **Benefit Administration:**

Enrollment/Rollovers - 2 Retirement Payout/Withdrawal - 3

Processed 457 Transfers/Enrollments/Changes - 3

Beneficiary Changes - 0

QDRO - 0

Processed New or changes to Principal Loan – 6

Processed Death Claim - 1

Audited and sent to finance for payment Life, AD&D and LTD

Audited and sent to finance for payment EBS

Audited and sent to finance for payment AFLAC

Processed new employees and enrolled them in TASC

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

Updating all files and data base with amounts for voluntary life insurance files

Updating all files and data base with LTD amounts and census for monthly billing

Auditing all beneficiaries for retirement and life ongoing

Introducing a new rep for Legal Shield and coordinating meetings and enrollment for upcoming year.

#### **Payroll Administration:**

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

Audited TASC payroll verification for correct amounts withdrawn

Communicating UBA system for FSA participants and correcting the discrepancies found in the new system

Audited wellness incentives and corrected discrepancies

#### Reports:

Prepared Activity Report for HR Manager Prepared email removal list for Sarpy IT

#### **On-Going Projects:**

Prep new contract year sheets for Grade/Step/Anniversary Date/Changes Auditing of Personnel Files to include updating database with new information Auditing of I-9 forms

Prepare orientation packets & manuals for new employees.

Continuous auditing benefit deductions for new payroll software

#### **Training:**

**Civilian Retirement Committee**: Coordinating the semi-annual civilian retirement committee review for November.

Attended Cline Williams Employment Law Seminar



Personnel Department

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

#### **Human Resources Director**

- Personnel issues (5) matters
- Snow removal incentive program creation
- Applicant Tracking System management
- Personnel Investigation
- BPOA Negotiations
- Flu shot clinics management
- Public records request response
- Planning department reorg
- Fiscal Year start contractual changes
- Comp Time Payouts
- Job description review
- Battalion Chief assessment center planning
- Full-time firefighter testing prep
- Employee HRIS maintenance
- Specialized transportation department policy review
- Civil Service: 10/07 meeting, Entry level Police Officer rank notifications, meeting minutes
- Payroll processing 10/18 payroll

### **Payroll Specialist**

Payroll processing
Phone backup for Human Services
Personnel file filing
Figure FLSA pay Fire Dept. This occurs every 28 days.

Calculating all Admin times for all Classified and Unclassified

Calculating all comp times for all CEA members

After all balancing is done to Payroll Register, the usual payments or checks being printed to all misc. banks for all the following union dues: BPMA, CSBPOA, BPOA, CEA, IAFF and BPFA Usual upload for all retirements which includes: Principal, John Hancock and Voya, These are for the following: Civilians, Police and Fire Depts.



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

#### **Human Services**

Human Service Manager completed 6 Financial Applications and attended 8 Community Meetings concerning financial assistance, flood relief, the Sarpy County Holiday Assistance Program, or the United Way Campaign. The donated funds provided by the Bellevue Ministerial Association are not available at the moment due to lack of donations. The Human Service Manager also completed 2 New Employee Orientations. There have been 4 families that have needed ongoing case management. I have also provided 5 referrals to the Bellevue Food Pantry after meeting with the clients although the vouchers have been discontinued until more funds are donated.

**Specialized Transportation** Specialized transport traveled 3,010 miles with 392 passengers. The office registered 20 new clients.



Bellevue Public Library

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

### Memo

To: Jim Ristow, City Administrator

From: Julie Dinville, Library Director

Date: 10/15/2019

- Monthly library staff meetings for October in the morning and afternoon on Wednesday, Oct. 9. Among the topics discussed were plans for the library's and the Friends' anniversary celebrations on Oct. 14th, the need to be aware of certain currencies (foreign coins, etc.) that are not acceptable for payment, and a new, visual graphic information sheet put together by Circulation Assistant Constance Barnard regarding the types of library cards available to the public which will be available at Circulation stations. Staff also discussed a worksheet on "How Well Do You Listen?" which stemmed from a customer service training session in September attended by the Circulation supervisors.
- University of Nebraska-Omaha student Allison Sillik, who is completing her practicum with the Bellevue Public Library this fall, has been working on a project with the Young Adult and Technical Services departments to re-label and catalog the Manga graphic novels collection in the Young Adult area. The Manga items will now have their own labels, created by Young Adult Librarian Crystal Anderson, and will be shelved as a separate collection. This project should aid in the identification and retrieval of these popular items by patrons.
- The Technical Services Department under Sandra Astleford has also been working to process and catalog a special collection of books written by Bellevue resident Chris Petit. Petit, who has become a popular writer of western-themed books online on Amazon, has printed and donated his 50 plus novels to the library. Up to now, his books have only been available in digital format on Amazon. The library hopes to have this collection ready for check out to the public by November.
- Nine persons enjoyed the first of a series of beginning quilting classes being held at the library. The library originally had only four sewing machines for use with classes, but have received donations from the public to make it possible for every attendee to have their own machine to use for these events.





Bellevue Public Library

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

### Memo

To: Jim Ristow, City Administrator

From: Julie Dinville, Library Director

Date: 10/22/2019

- Nearly 800 persons visited the Bellevue Public Library on Monday, Oct. 14, in celebration of the 90th anniversary of the library. This was also the 10th anniversary of the Friends of the Bellevue Public Library. Two special events were held during the day. The local music group Celtic Boulevard performed for a 12 noon event, drawing a crowd of over 160 persons. In the evening, Darrel Draper, a Humanities Nebraska speaker, performed as "Teddy Roosevelt: Rough Rider President" to a crowd of some 85 persons. His presentation was sponsored by Humanities Nebraska and the Bellevue Library Friends group. During the day, the library also celebrated with an open house, serving 33 dozen cupcakes and a full sheet cake, along with coffee, water, and punch to the public. Members of the Friends group and staff helped serve the refreshments. In addition, commemorative pens with the slogan "Transforming Lives for 90 Years" were handed out at the Circulation desk that day. The library appreciates all those who stopped by on this special day, as well as the ongoing support and well wishes of the community as it continues forward and provides a vital service to its citizens.
- The finale of the Storytelling Club was held on Tuesday, Oct. 15, with many family members attending to listen to their children perform. The club is run by members of the Omaha Organization for the Purpose of Storytelling (OOPS), who volunteer to instruct children Grades 1-12 in storytelling skills. Spring Storytelling Club is scheduled to run Feb. 18 through April 28 (no meeting on March 17).
- o In preparation for Halloween, two members of the Bellevue Police Department visited with a large group of children about safety and trick-or-treating at the second session of the Kids Speak program on Oct. 9. In addition, the Adult Services Department held a Retro Recycling crafting event for persons to make tabletop witch decorations using old books.
- Children's Librarian Michelle Bullock and Young Adult Librarian Crystal Anderson were involved in outreach events at Bellevue elementary schools and middle schools Oct. 14-16. At these events, they were able to visit with parents and students regarding library cards and services and to sign them up, especially persons who are now eligible for resident cards due to recent annexations. Nearly 100 new cards were completed from these events. Also helping were Allison Sillik, University of Nebraska-Omaha practicum student, and Constance Barnard, Circulation Assistant.





Bellevue Public Library

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

### Memo

To: Jim Ristow, City Administrator

From: Julie Dinville, Library Director

Date: 10/29/2019

- O Zombie pumpkin painting was a hit for the Thursday, Oct. 17, Choose Your Own Adventure Book Club in the Children's Department. The participating children used paint to color their pumpkins, and then a student with the University of Nebraska Omaha who has been observing Children's activities as part of a children's literature class, volunteered his time to help with carving out eyes, mouths, etc.
- The monthly meeting of the Bellevue Public Library Advisory Board was held on Wednesday, Oct. 16. Among the items discussed included a review of the library's 90th anniversary celebration, an update on the renovation/addition project, discussion by Board members who attended the Nebraska Library Association annual conference, and a review of the Community Needs Assessment Plan as part of the library's accreditation application. The plan, which spells out goals for the library, is for 2019-2022. Accreditation (which has been approved by the Nebraska Library Commission) makes the library eligible for state aid and some NLC grants. By attending the Nebraska Library Association conference, library board members earned continuing education credits to keep the board certified with the NLC (an eligibility requirement for successful library accreditation).
- The third and final session of the "Company of Me: Financial Planning" personal finance literacy series led by Barry Wilkinson took place on Sunday afternoon, Oct. 20. The series helped those attending look at their own personalities to better tailor finance plans for themselves.
- The directors of the Sarpy County Public Libraries and the Ralston Public Library met at the La Vista Public Library on Tuesday, Oct. 22. The directors discussed changing dates (from August) for a possible combined project for the coming year and possible financial resources to help with such a project.
- The Children's Department is holding a Preschool Book Club on Tuesday mornings twice a month this fall. Families with preschool age children read the book together and participate in book-related crafts and activities. Then they take the book home for two weeks before returning on the second date of the month to create a project that showcases their book. November's book will be "Clifford Takes a Trip."





### MEMORANDUM

TO: City Council Members

Mayor Rusty Hike

City Administrator Jim Ristow

FROM: Tammi Palm, Land Use Planner
DATE: October 30, 2019

RE: Administrator's Report for the Planning Department

I have had the following meetings since October 16, 2019:

- Met with MAPA personnel, city council members, and city administration to continue the redistricting process.
- Had a pre-application meeting with a multi-family residential developer
- Met with a builder interested in doing a new single family residential development
- Met with an applicant to discuss a plat vacation

The Board of Adjustment met on October 21, 2019. This meeting was to discuss a variance request for a required front yard setback.

The Planning Commission met on October 24, 2019. The Liberty Phase 2 final plat was recommended for approval, while the Belle Plaine apartment project was continued at the applicant's request.

Together with the Permits and Inspections Department, I inspected the flood damaged structures in the Elbow Bend area.

We are currently preparing for our November 21, 2019 Planning Commission meeting.

#### INTEROFFICE MEMORANDUM

TO:

JIM RISTOW

FROM:

CHIEF ELBER

SUBJECT:

DIRECTORS BRIEF

DATE:

10/30/2019

Karen Eidenmiller (Public Works) has been selected to take on the Business Manager role for us. Her first day will November 6th.

Officer Kevin Towey retired this week with over 38 years of service.

CIP reviewed for Planning.

Training on the new LRMS is underway. Protocols and procedures are being reviewed and approved by the governance committee. Next meeting is set for 11/7/19.

SRO contract with OPS was submitted to OPS this week.

Fleet is beginning to work on the new cruisers. Three are here and in transition.

With the annexation packages the districting of our Road Patrol boundaries has been updated.

### **Mark Elbert**

From:

**Brett Foreman** 

Sent:

Monday, October 28, 2019 9:00 AM

To:

Mark Elbert; Dave Stukenholtz

Subject:

**Weekly Stats** 

CE1 - Monday Oct 21, 2019 thru Thursday Oct 25, 2019

CE2 - Monday Oct 21, 2019 thru Thursday Oct 24, 2019 CE3 - Monday Oct 21, 2019 thru Friday Oct 25, 2019

Calls - 266

Notices - 57

Zoning - 6

Clean Ups - o

Tree Removal - o

Certified Notices - 7

Officer Initiated - 20

Towed Vehicles - 2

Red Tags - 7

### **Mark Elbert**

From:

**Brett Foreman** 

Sent:

Monday, October 21, 2019 8:40 AM

To:

Mark Elbert; Dave Stukenholtz

Subject:

**Weekly Stats** 

CE1 - Monday Oct 14, 2019 thru Thursday Oct 17, 2019

CE2 - Monday Oct 14, 2019 thru Thursday Oct 17, 2019

CE3 - Monday Oct 14, 2019 thru Friday Oct 18, 2019

Calls - 259

Notices - 26

Zoning - 2

Clean Ups - 13

Tree Removal - o

Certified Notices - 9

Officer Initiated - 10

Towed Vehicles - 2

Red Tags - 5

### **Mark Elbert**

From:

**Brett Foreman** 

Sent:

Monday, October 14, 2019 9:45 AM

To:

Mark Elbert; Dave Stukenholtz

Subject:

Weekly Stats

CE1 - Monday Oct 7, 2019; Wednesday Oct 9, 2019 thru Friday Oct 11, 2019

CE2 - Monday Oct 7, 2019 thru Wednesday Oct 9, 2019

CE3 - Monday Oct 7, 2019 thru Friday Oct 11, 2019

Calls - 222

Notices - 68

Zoning - 6

Clean Ups - o

Tree Removal - o

Certified Notices - 7

Officer Initiated - 49

Towed Vehicles - o

Red Tags - 5



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

## Bellevue Fire Department Council Report

#### Report Date 10/27/2019

### A. General Items:

- QA/QI
- Exercise design team meeting @ Sarpy County Sheriff's Office-funding was approved for a large scale drill for the county, this will be our first meeting to begin planning.
- Staff Meeting with BC's Wednesday to discuss staffing
- Meeting with Probationary Paramedic Wednesday to discuss progress
- Written test for FT applicants Friday
- Planning for PT written and PT and FT physical agility testing next Wednesday
- Meeting with Papillion and Omaha fire on final configuration of station alerting.
- Working on updating our CIP plan.

#### B. **Training**:

- Gunshot and penetrating trauma injuries.
- Hands on intubation training.
- Multi company drill with PM crews
- Multi hazard hazmat training.

#### C. Inspections:

- Final building inspection Planet Fitness 10622 S. 15th St.
- Above ground fire sprinkler pipe test Planet Fitness.
- Fire alarm acceptance test Planet Fitness.
- Under tank inspection Quick Trip 1311 Fort Crook Rd. N.
- Final building inspection Bellevue East High School improvements.
- Plan review retaining wall Casey's 7724 S 22nd St.
- Smoke detector plan review CenturyLink 1514 Chandler Rd. W.
- National Fire Protection Association code seminar in Lincoln the 28th





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

### D. Calls:

Fire – 82 Rescue - 271

### E. Ambulance Billing

No first of the month report

### F. Manpower Report Staffing

Staffing Report from 10/7/2019 through 10/13/2019

Monday	AM	E1	3-Person	
Monday	PM	Full		
Tuesday	AM	T21, E31	3-Person	
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	E31, E41	3-Person	
Thursday	PM	Full		
Friday	AM	E41	3-Person	
Friday	PM	Full		
Saturday	AM	E1, T21, E31, E41	3-Person	EMS Sup 2 OOS
Saturday	PM	E41	3-Person	EMS Sup 2 OOS
Sunday	AM	Full		
Sunday	PM	Full		





# City of Bellevue Fire Department 211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 10/14/2019 through 10/20/2019

Starring veb	OFFIC	om 10/14/2019 thro	ougn 10/20/2	2019
Monday	AM	E41	3-Person	
Monday	PM	E31	3-Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	E1, E41	3-Person	EMS Sup 2 OOS
Thursday	PM	Full		EMS Sup 2 OOS
Friday	AM	E1	3-Person	
Friday	PM	E41	3-Person	EMS Sup 2 OOS
Saturday	AM	E1, E31	3-Person	
Saturday	PM	E1, E41	3-Person	
Sunday	AM	E1, T21, E31, E41	3-Person	
Sunday	PM	Full		

### Staffing Report from 10/21/2019 through 10/27/2019

	T			
Monday	AM	E41	3-Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	E31	3-Person	
Thursday	AM	E41	3-Person	
Thursday	PM	Full		
Friday	AM	Full		
Friday	PM	Full		
Saturday	AM	E1, E41	3-Person	E31 OOS
Saturday	PM	T21, E41	3-Person	EMS Sup 2 OOS
Sunday	AM	E41	3-Person	·
Sunday	PM	E31	3-Person	

