

Bellevue City Council Meeting


Tuesday, September 7, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor William Johnson, Revival Tabernacle Church, 2226 Jefferson Street, Bellevue.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Approval of the August 17, 2021 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. Presentation from Sarpy County Economic Development Corporation on 2nd Quarter. (Andrew Rainbolt)
 - b. Proclamation designating the week of September 17–23 as "Constitution Week."
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend approval of the reappointment of Al Povondra, as an alternate, to the Design Review Board, for a three-year term ending August 2024. (Mayor)
 - b. (*) Recommend approval of the reappointments of Deborah Ady and Barbara Van Wassenhoven to the Library Board, for 5-year terms ending June 2026. (Mayor)
9. APPROVED CITIZEN COMMUNICATION:
 - a. Bellevue Chamber of Commerce Branding Campaign and associated costs to the city. (David Compton)
10. LIQUOR LICENSES:
 - a. Recommend approval of the application for Brian J. Meves as the new Manager for Dillon Companies LLC dba "Baker's Supermarkets" Store 300 located at 3614 Twin Creek Drive and Store 318 located at 801 Galvin Road South. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4046: An ordinance a request to rezone Lot 7, Tiller's 4th Addition, from BG to RG-20-PS. Applicant: Freedom Village, LLC (Jolene Roberts). General Location: 1811 Hillcrest Drive. (Planning Manager)
 1. Request for site plan approval for Lot 7, Tiller's 4th Addition.
 - b. Ordinance No. 4047: An ordinance to request the rezoning of Lots 1 and 2 Harold Square Replat One, being a replat of Lot 49, Harold Square from RG-50 to RG-20 and RG-50, for the purpose of a single-family residence and care facility for disabled adult. Applicant: Sharon Chaudhuri. General Location: 8700 S. 25th Street. (Planning Manager)
 1. Request to Small Subdivision Plat Lots 1 and 2, Harold Square Replat One.
 - c. Ordinance No. 4048: To amend Article 1, Chapter 28, of the Bellevue Municipal Code by amending 28-7 and adding a new Section 28-15 regarding the declaration of nuisance and abatement procedure for unlawful storage of building materials on streets and sidewalks. (Public Works Director)
 - d. Ordinance No: 4049: An ordinance to adopt the Annual Appropriations Bill. (Finance Director)

1. Resolution No. 2021-28: A resolution to set the 2021-2022 property tax request. (Finance Director) **(Public hearing required)**
2. Approve an additional 1% in the base of restricted funds. (Finance Director)
3. Approve Ordinance No. 4049 and adopt the 2021–2022 Fiscal Year Budget. (Finance Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4050: An ordinance to amend Section 12-57 through 12-58 of the Bellevue Municipal Code pertaining to fireworks. (City Clerk)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4051: An Ordinance authorizing the issuance of Public Safety Department Tax Anticipation Refunding Bonds, Series 2021, in the principal amount of not to exceed \$3,500,000. (Finance Director) **(Requesting to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting.)**
 - b. Ordinance No. 4052: An Ordinance authorizing the issuance of General Obligation Refunding Bonds, in One or more Series, in the aggregate stated principal amount of not to exceed \$1,500,000. (Finance Director) **(Requesting to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting.)**
 - c. Ordinance No. 4053: Request to amend Sections 5.27 ML Light Manufacturing, and 5.28 MH Heavy Manufacturing, City of Bellevue Zoning Ordinance, regarding the addition of recycling collection and processing facilities as a permitted use. Applicants: Waste Connections of Nebraska, Inc. and City of Bellevue. Case #: 164. (Planning Manager)
 - d. Ordinance No. 4054: Request to rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from FX and BNH to ML for the purpose of light industrial development. Applicant: Waste Connections of Nebraska, Inc. General Location: Fairview Road and Fort Crook Road South. (Planning Manager)
 - e. Ordinance No. 4055: Request to amend Sections 2.22 Definitions, 5.27 ML Light Manufacturing District, 5.28 MH Heavy Manufacturing District, 5.35 HCO Highway 34 Corridor Overlay District, and Article 8 Supplemental Regulations, City of Bellevue Zoning Ordinance, regarding solar energy. Applicant: City of Bellevue. Case #: 165 (Planning Manager)
 - f. Ordinance No. 4056: Request to rezone Lots 1 and 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timber Estates, Lot 1, Whispering Timber Estates Replat 6, and Lot 2A1, Fair Hill Addition, from AG, RE and RS-84-PS to RE and RS-84-PS for the purpose of existing residential development; and small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7. Applicants: Todd Santoro and Greg Dennis. General location: Hickory Circle and Childs Road East. (Planning Manager)
 - g. Ordinance No. 4057: A compensation ordinance reflecting pay ranges covered under collective bargaining agreements and unclassified positions. (HR Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
15. RESOLUTIONS:
 - a. Resolution No. 2021-26: Approval of the Redevelopment Plan for Lot 7, Tiller's 4th Addition and authorize the Mayor to sign. (Planning Manager)
 - b. Resolution No. 2021-31: A resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2021. (City Clerk)
16. CURRENT BUSINESS:
 - a.  Recommend approval of waiver of hunting applications. (City Clerk)
 - b. Recommend approval of purchase to replace (2) end of life servers with (3) host systems

and a flash storage system (comes with a 5-year service and maintenance agreement) from Dell Technologies, in an amount not to exceed \$130,323.31. (Fire Chief)

c. Recommend approval of the lease agreement with Dillon Brothers Harley-Davidson Inc. for six police motorcycles, in an amount not to exceed \$20,160. (Police Chief)

d. Approve and authorize the Mayor to sign the Lockton's Employee Wellness Program Agreement for FY20-21, in an amount not to exceed \$21,780. (Finance Director)

e. Recommend approval of the Traveler's/Chubb/MWECC renewal proposal for the City's FY21-22 Property/Casualty Insurances, in an amount not to exceed \$621,049. (Finance Director)

f. Approve and authorize the Mayor to sign the amendment extending the 2019 CDBG Subrecipient Agreement with Habitat for Humanity for Sarpy County for the 2020 Land Purchase Project, in an amount not to exceed \$22,000. (Finance Director/CDBG Program Specialist)

g. Approve and authorize the Mayor to sign Change Order #2 to the original with DIY Holding Company, LLC, increasing the contract for the 2021 Concrete Pavement Rehab Project, in an amount not to exceed \$103,301 (increase to be paid from current cemetery budget). (Public Works Director)

h. Approve and authorize the Mayor to sign Amendment No. 1 to the original agreement with RJN Group, Inc. increasing the agreement for the Whitted Creek Sanitary Basin Modeling Project, in an amount not to exceed \$10,000. (Public Works Director)

i. Approve and authorize the Mayor to sign the Civilian Employees Association of Bellevue (CEAB) Collective Bargaining Agreement for the term October 1, 2021 through September 30, 2025. (Administration)

j. Approve and authorize the Mayor to sign the Bellevue Professional Management Association (BPMA) Collective Bargaining Agreement for the term October 1, 2021 through September 30, 2025. (Administration)

k. Approve and authorize the Mayor to sign the Bellevue Police Command Staff Association (BPCSA) Collective Bargaining Agreement for the term October 1, 2021 through September 30, 2025. (Administration)

l. Approve and authorize the Mayor to sign the Bellevue Police Officer Association (BPOA) Collective Bargaining Agreement for the term October 1, 2021 through September 30, 2025. (Administration)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly Reports are given at the first Council Meeting of each month - August report is attached.)**

18. CLOSED SESSION: NONE

19. ADJOURNMENT

MINUTE RECORD

*5b1.
9/7/2021

Bellevue City Council Meeting, August 17, 2021, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 17th of August 2021, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led the Pledge of Allegiance. Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street, Bellevue, gave the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

Motion was made by Cook, seconded by Welch, to approve the agenda.

Motion was made by Cook, seconded by Welch, to amend the agenda by moving Item 14c. and 14c1. after Item 10a. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Roll call to approve the agenda as amended is as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Stinson, seconded by Burns, to approve the consent agenda consisting of the following items: Acknowledge Receipt of the July 22, 2021 Planning Commission Minutes, Approval of the August 3, 2021 City Council Minutes, Acknowledge Receipt of the June 8, 2021 Tree Board Minutes, Approval of Claims; Request approval of the applications for waiver of hunting applications; and Approve and authorize the Mayor to sign the updated Entitlement Certifications for the 2021 CDBG Action Plan and resubmit to HUD, and Approve and authorize the Mayor to sign the (MOU) Memorandum of Understanding with Omaha Permaculture for the collaborative Mason Park Project .

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

SPECIAL PRESENTATIONS:

Sidewalk Task Force Update (Councilwoman Welch)

Councilwoman Welch provided an update on survey sent out to citizens by the Sidewalk Task Force. Mr. Jim Ristow, City Administrator, mentioned the city's intent was to use CDBG funds in the area to match 50/50. However, there was not much interest from the citizens in doing so. Sidewalks that are city owned or near a public school which are deemed a safety hazard will be reviewed.

ORGANIZATIONAL MATTERS: None

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES:

Recommend approval to the Nebraska Liquor Control Commission the application for Michael E. Sullivan as the new Manager for OSF Nebraska Inc. dba "Outback Steakhouse" at 10408 South 15th Street, Bellevue. (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 ordinance.

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

Motion was made by Cook, seconded by Welch, to recommend approval to the Nebraska Liquor Control Commission the application for Michael E. Sullivan as the new Manager for OSF Nebraska Inc. dba "Outback Steakhouse" at 10408 South 15th Street, Bellevue.

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

MINUTE RECORD

Bellevue City Council Meeting, August 17, 2021, Page 2

Request to approve the Redevelopment Plan for Lot 7, Tiller's 4th Addition. Applicant: Freedom Village, LLC. General Location: 1811 Hillcrest Drive. (Planning Manager)

Resolution No. 2021-26: Approve and authorize Mayor to sign the Redevelopment Plan for Lot 7, Tiller's 4th Addition.

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

Mr. Robert Griffith, Fullenkamp, Jobeun, Johnson, and Beller, 11440 West Center Road, Omaha, presented on Items 14c, 14c1, and 12a. The proposed project is a senior living facility. He provided a history and outline of the proposed project.

Mrs. Jolene Roberts, 1902 Harlan Drive, explained this development is a 55 plus activity adult housing community.

Mr. Todd Aerni, 1902 Harlan Drive, provided details on the rendering of the proposed development. There are two different living options for residents. The first consist of seven fourplex garden homes. Each home will have a garage and will have between 1,050 and 1,290 square feet. The second will be an apartment style. There will be two 28-unit four story buildings with 850-900 square feet.

Mr. Griffith advised the total proposed valuation on the complete buildout is \$12,500,000. The project is projected to incorporate approximately \$4.4 million in Tax Increment Financing (TIF) eligible expenses. The applicant is requesting \$2,609,077 in TIF at a rate of 4.5%.

Councilwoman Welch clarified this is a living facility where the residents do not receive healthcare. Mrs. Roberts replied correct. Councilwoman Welch questioned how much the rent is. Mr. Aerni responded the apartments are \$1370 and \$1700 to \$2100 for the fourplex homes.

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 by Cook, seconded by Welch, to table until September 7th the request to approve the Redevelopment Plan for Lot 7, Tiller's 4th Addition and Resolution No. 2021-26: Approve and authorize Mayor to sign the Redevelopment Plan for Lot 7, Tiller's 4th Addition. Applicant: Freedom Village, LLC. General Location: 1811 Hillcrest Drive.

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

ORDINANCES FOR ADOPTION (Third Reading): None

ORDINANCES FOR PUBLIC HEARING (Second Reading):

Ordinance No. 4046: An ordinance a request to rezone Lot 7, Tiller's 4th Addition, from BG to RG-20-PS. Applicant: Freedom Village, LLC (Jolene Roberts). General Location: 1811 Hillcrest Drive. (Planning Manager)

Request for site plan approval for Lot 7, Tiller's 4th Addition. (No Action Required)

Ordinance No. 4046: 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 1811 Hillcrest Drive, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only for the second time and a public hearing was held.

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

Mr. Robert Griffith, Fullenkamp, Jobeun, Johnson, and Beller, 11440 West Center Road, Omaha, stated the purpose of the rezoning request is to allow for the development of Freedom Village.

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

Mayor Hike stated the third and final reading of the ordinance will be heard at the Council meeting on September 7, 2021.

Ordinance No. 4047: An ordinance to request the rezoning of Lots 1 and 2 Harold Square Replat One, being a replat of Lot 49, Harold Square from RG-50 to RG-20 and RG-50, for the purpose of a single-family residence and care facility for disabled adult. Applicant: Sharon Chaudhuri. General location: 8700 S. 25th Street. (Planning Manager)

Request to Small Subdivision Plat Lots 1 and 2, Harold Square Replat One. (No Action Required)

MINUTE RECORD

Bellevue City Council Meeting, August 17, 2021, Page 3

Ordinance No. 4047: 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 8700 South 25th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only for the second time and a public hearing was held.

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

Mayor Hike mentioned he has a conflict of interest and will refrain from conversation on this item. He explained the property being purchased is listed by his company.

Ms. Sharon Chaudhuri, 12054 Carpenter Street, Papillion, explained the facility will be named Asha's house after her late daughter. The facility will be an overnight respite care for young disabled adults. The hours would run from Friday at 3:00 p.m. to Sunday at 3 p.m. This would allow families an opportunity to refresh themselves. The young adults could stay up to seven days, to allow their families time to take a vacation as well. Ms. Chaudhuri provided details of the seven-bedroom facility.

Councilman Cook offered his condolences to Ms. Chaudhuri. He then questioned the ages of the young adults. Ms. Chaudhuri responded 18-34.

Councilman Cook requested confirmation on the homes. Ms. Chaudhuri explained there will be Asha's house 1. If this goes well, Asha's house 2 will be developed. Then she will have her private home on the lot she is requesting to be subdivided. Discussion followed.

Councilman Cook referred to an email regarding traffic concerns along 25th Street. He questioned Mrs. Palm if there are staff concerns with traffic. Mrs. Palm replied neither the Planning Department nor Public Works Department have concerns with traffic. She advised 25th Street is an arterial street. Discussion followed on the number of vehicles for drop off and pick up at the facility.

Councilwoman Welch offered her condolences to Ms. Chaudhuri. She then questioned how many employees there will be. Ms. Chaudhuri stated if it is a full house there will be two full-time employees, two-part time employees, and volunteers. She is considering 12 hour shifts for the employees.

Councilwoman Welch questioned where the employee parking is. Ms. Chaudhuri held up a display indicating the layout of the property. Ms. Sherri Tyler, Berkshire Hathaway, assisted Ms. Chaudhuri. She indicated on the display where the parking area is for employees in conjunction to 25th Street.

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

Mayor Hike stated the third and final reading of the ordinance will be heard at the Council meeting on September 7, 2021.

Ordinance No. 4048: To amend Article 1, Chapter 28, of the Bellevue Municipal Code by amending 28-7 and adding a new Section 28-15 regarding the declaration of nuisance and abatement procedure for unlawful storage of building materials on streets and sidewalks. (Public Works Director)

Ordinance No. 4048: An ordinance to amend Article 1, Chapter 28, of the Bellevue Municipal Code by amending Section 28-7 and adding a new Section 28-15 regarding the declaration of Nuisance and abatement procedure for unlawful storage of building materials on streets and sidewalks and to provide an effective date was read by title only for the second time and public hearing.

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

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

Mayor Hike stated the third and final reading of the ordinance will be heard at the Council meeting on September 7, 2021.

Ordinance No: 4049: An ordinance to adopt the Annual Appropriations Bill. (Finance Director)

Ordinance No. 4049: An ordinance to adopt the budget statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date was read by title only for the second time and public hearing was held.

Resolution No. 2021-28: A resolution to set the 2021-2022 property tax request. (Finance Director) (No Action Required at this Meeting)

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

MINUTE RECORD

Bellevue City Council Meeting, August 17, 2021, Page 4

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

Mayor Hike stated the third and final reading of the ordinance will be heard at the Council meeting on September 7, 2021.

ORDINANCES FOR INTRODUCTION: (First Reading)

Ordinance No. 4050: An ordinance to amend Section 12-57 through 12-58 of the Bellevue Municipal Code pertaining to fireworks. (City Clerk)

Ordinance No. 4050: An ordinance to amend Section 12-57 through 12-58 of the Bellevue Municipal Code pertaining to fireworks, to repeal all previous versions of the same; to provide for the publication of this ordinance in pamphlet form; and to provide an effective date of this ordinance was read by title only for the first time and a public hearing is scheduled for September 7, 2021.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on September 7, 2021.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Recommendation to approve Event Application for Premier Sport Village to host an Outdoor Family Festival with live music on Sunday, August 29, 2021 from 2:00 p.m. to 8:30 p.m. at 14405 Harlan Lewis Road. (City Clerk)

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

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 by Burns, seconded by Preister, to recommend to approve Event Application for Premier Sport Village to host an Outdoor Family Festival with live music on Sunday, August 29, 2021 from 2:00 p.m. to 8:30 p.m. at 14405 Harlan Lewis Road. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Recommend approval of a Special Fireworks Application for Subby Anzalone to provide fireworks display for the Premier Sports Village Outdoor Family Festival on August 29, 2021, at approximately 9:00 p.m. for 10-12 minutes. (City Clerk)

Motion was made by Burns, seconded by Welch, to recommend approval of a Special Fireworks Application for Subby Anzalone to provide a fireworks display for the Premier Sports Village Outdoor Family Festival on August 29, 2021, at approximately 9:00 p.m. for 10-12 minutes.

Ms. Bree Robbins, City Attorney, pointed out the cover sheet and application have a time from 8:00 p.m. to 8:15 p.m. She recommended an amendment be made to conform with the application.

Motion was made by Burns, seconded by Welch, to amend to approve the fireworks from 8:00 to 8:15 p.m. to be in conformance with the application. Roll call vote on the amendment was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

Recommend approval of application from Premier sports Village to host a Music Concert on Friday, September 17, 2021 from 4:00 p.m. to 10:00 p.m. at 14405 Harlan Lewis Road. (City Clerk)

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

Ms. Allie French, 4213 North 172nd Street, Omaha, requested approval on the event.

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

Motion was made by Burns, seconded by Welch, to recommend to approve application from Premier sports Village to host a Music Concert on Friday, September 17, 2021 from 4:00 p.m. to 10:00 p.m. at 14405 Harlan Lewis Road.

Ms. Robbins advised the application has been reviewed by the legal department and administration. It is the City's position this request does not comply with the eligible uses outlined in the lease agreement with Premier Sports Village. This event is being advertised as a freedom festival and

MINUTE RECORD

Bellevue City Council Meeting, August 17, 2021, Page 5

government outreach event. She read the specific uses outlined under paragraph 5 of the lease.

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

Ms. French advised this is an open to the public community event. She stated there will be a section for children inflatables, a fenced off beer garden, and vendors.

Ms. Robbins questioned if a liquor license has been applied for. Mr. Tim Davis, 11013 Lafayette Plaza, Omaha, replied not yet. He wanted to clarity from the city if there is time to apply.

Mr. Matthew Barros, 909 Hopkins Drive, stated this is a family event and an event to celebrate freedom.

Mr. Davis added there will only be one music performer at the end of the event, he doesn't expect many kids to be present for the music portion. He mentioned the other presenters are speakers.

Mayor Hike questioned what the funds are being raised for and if they go to the baseball village. Mr. Davis advised the profits raised by this fund-raising festival will go to an organization recently started in Nebraska. He explained it is a government outreach event to help with campaigns being supported and endorsed into the next year.

Ms. Robbins questioned how a freedom festival for government outreach ties into the baseball village, kids playing baseball, and the purpose of what the lease is for. Ms. French stated there is a personal relationship with the owner. He wanted to allow them a space to celebrate freedom with the community.

Councilman Cook questioned what experience the team has putting events together. Ms. French stated they have had several events that went smoothly, but this is the first festival. Councilman Cook explained this is city owned land and this event doesn't fit the purpose outlined in the lease. He feels this event is a violation of the contract. He advised Premier Sports Village should have spoken to the City Attorney. Mr. Davis explained he did call the city.

Ms. Robbins explained she sent a very detailed letter to Mr. Johnston, who is leasing the property from the city. This letter outlined, in detail, the uses allowed in the lease. She was surprised to see this application on the agenda, after sending out the letter. Mr. Davis questioned why he was never told this. He spoke to the City Clerk and this is poor communication on the city's behalf. Councilman Cook advised Mr. Johnston is the one who should have communicated this.

Mayor Hike stated Premier Baseball Village is the city's client and the applicant for the event. The city does not have the duty to contact them.

Ms. Robbins clarified if the City Council votes against the event, it is due to the event being in violation of the lease.

Councilman Preister mentioned this is government property. This would be against the Constitution to allow funds to be raised on government property to support candidates.

Mr. Barros questioned how this event is different than the event approved right before this request. He questioned what they can do to bring this into compliance. Mrs. Robbins stated her understanding, from Mr. Johnston, was the event previously approved is for the families who use the baseball village and money goes back into the complex. In her opinion, there is nothing that would bring this request into compliance with the uses outlined in the lease.

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

Request to amend the Comprehensive Plan to include the Growth Management Plan of the Sarpy County and Cities Wastewater Agency. Applicant: City of Bellevue. (Planning Manager)

Resolution No. 2021-27- Approve and authorize Mayor to sign the 2021 Comprehensive Plan.

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

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

Motion was made by Stinson, seconded by Welch, to approve the request to amend the Comprehensive Plan to include the Growth Management Plan of the Sarpy County and Cities Wastewater Agency. Applicant: City of Bellevue and Resolution No. 2021-27- Approve and authorize Mayor to sign the 2021 Comprehensive Plan.

Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and

MINUTE RECORD

Bellevue City Council Meeting, August 17, 2021, Page 6

Welch voted yes; voting no: none; absent: none. Motion carried.

Request to declare as Blighted and Substandard Lots 4 and 5, Edward Warren Addition and Tax Lot H2, located in the Southwest 1/4 of Section 16, T14N, R13E of the 6th P.M., Sarpy County. Applicant: Imperial Homes, LLC, General Location: 3501 Chandler Road West. (Planning Manager)

Resolution No. 2021-29: Approval to declare Lots 4 and 5, Edward Warren Addition, and Tax Lot H2, as blighted and substandard and authorize the Mayor to sign.

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

Ms. Elizabeth Sevick, 5811 Clearwater Drive, Fort Calhoun, Croker Huck Law Firm, was present on behalf of Imperial Homes LLC. It is the applicant's desire to improve and develop this area. There are approximately 10.5 acres of vacant land. The structures in the area are significantly aged. To induce development, there will need to be a lot of public infrastructure. This development consists of approximately 36 single family homes and eight duplexes.

Mr. Think Tran, 6648 Park Crest Drive, Project Manager with Imperial Homes LLC, provided a presentation. He explained the timeline indicates the project will be completed by June 2022.

Councilman Preister clarified with Mr. Tran that the two owners of the single-family homes, who would be part of this condemnation, have been spoken to. Mr. Tran replied they have been. Councilman Preister clarified they are amenable to the sale and to the development. Mr. Tran replied yes. Discussion is occurring with the owners for an offer price. Mr. Tran explained the houses will either be remodeled or demolished and integrated into the development. Discussion followed.

Councilman Preister referred to the gravel driveway on the east side of the development. The owner there must drive on the gravel road. He suggested the road could be brought around so the owner could use the paved road. Discussion followed.

Mrs. Palm clarified the homeowners are aware. They did sign the application made to the Planning Department. Regarding the plat, she cautioned this is conceptual at this time. This is a unique property with significant slope, drainage issues, and a very unique parcel next to it. Not only is there a private drive, but there is also a finger of land of the parcel that goes to Chandler Road. She explained the challenge for staff and the applicant's engineer is how should the streets layout. Can that parcel somehow be incorporated to the east. Mrs. Palm advised it is to her understanding the property owner is not interested in any type of connection. At this point, the plan needs to move forward, with the assumption the road will not be incorporated. The Public Works Departments has looked at access points onto West Chandler Road. Those will be further defined moving through the process. Conversation ensued.

Councilman Preister questioned what the prior use has been of the land. Mrs. Palm stated to her knowledge nothing has ever been developed on it and no applications have ever been received. Discussion followed.

Councilwoman Welch questioned if the location of the retention pond is conceptual. Mrs. Palm replied correct. Currently everything is conceptual.

Councilwoman Welch inquired where the duplexes are going to go. Mr. Tran stated on the northeast corner.

Councilwoman Welch requested clarification on the timeline of the development. Mr. Tran stated the land development will take six to eight months. The model home should be done at the end of next year. Discussion followed.

Councilman Cook questioned if the two homes are involved in TIF. Mrs. Palm explained they are included in the blighted and substandard request, making them TIF eligible.

Councilman Cook requested a brief history of Imperial Homes. Mr. Tran stated Imperial Homes LLC has been around about five years in the business. However, Imperial Homes has been in the remodeling business for over twenty years. In the last five years Imperial has built seven custom homes. This development will consist of cookie cutter homes. Conversation ensued.

Mr. Greg Sorensen, 7725 South 36th Street, stated his property abuts the proposed development. With his home only being ten years old, he questioned how the blighted and substandard designation will affect his property. Mayor Hike explained he will see improvements. Adding in his opinion this should not hurt the value of his home. Mrs. Palm advised the designation will not be on his property, only on the proposed development.

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

MINUTE RECORD

Bellevue City Council Meeting, August 17, 2021, Page 7

Motion was made by Welch, seconded by Preister, to approve a request to declare as Blighted and Substandard Lots 4 and 5, Edward Warren Addition and Tax Lot H2, located in the Southwest 1/4 of Section 16, T14N, R13E of the 6th P.M., Sarpy County. Applicant: Imperial Homes, LLC, General Location: 3501 Chandler Road West; and approve Resolution No. 2021-29: Approval to declare Lots 4 and 5, Edward Warren Addition, and Tax Lot H2, as blighted and substandard and authorize the Mayor to sign. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Request to approve the 2022-2027 Capital Improvement Plan (Planning Manager)

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

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

Motion was made by Stinson, seconded by Preister, to approve the 2022-2027 Capital Improvement Plan. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

RESOLUTIONS:

Resolution No. 2021-30: To authorize the Mayor to sign the Lobbying Agreement between the United Cities of Sarpy County and Kissel, Kohut Es Associates LLC for lobbying services before the Nebraska State Legislature and Governor. (City Administrator)

Motion was made by Preister, seconded by McCaw, to approve Resolution No. 2021-30: To authorize the Mayor to sign the Lobbying Agreement between the United Cities of Sarpy County and Kissel, Kohut Es Associates LLC for lobbying services before the Nebraska State Legislature and Governor. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the (MOU) Memorandum of Understanding with Omaha-Council Bluffs (MAPA) Metropolitan Area Planning Agency for the Fort Crook Road Multi-Model Transportation and Redevelopment Study, with the City's local match in an amount not to exceed \$25,000.00 for the study. (Public Works Director)

Motion was made by Welch, seconded by Cook, to approve and authorize the Mayor to sign the (MOU) Memorandum of Understanding with Omaha-Council Bluffs (MAPA) Metropolitan Area Planning Agency for the Fort Crook Road Multi-Model Transportation and Redevelopment Study, with the City's local match in an amount not to exceed \$25,000.00 for the study. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve the purchase of (10) docking stations, (4) laptop computers, (6) bar code readers, (10) in-car printers and (15)VPN licenses. (Police Chief)

Motion was made by Stinson, seconded by Preister, to approve the purchase of (10) docking stations, (4) laptop computers, (6) bar code readers, (10) in-car printers and (15) VPN licenses. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the agreement between the City of Bellevue and HDR Engineering Inc. in an amount not to exceed \$23,893.00 for services related to industrial facility relocation. (Public Works Director)

Motion was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the agreement between the City of Bellevue and HDR Engineering Inc. in an amount not to exceed \$23,893.00 for services related to industrial facility relocation. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Recommendation to approve a separate agreement with Chamber of Commerce for additional funding for marketing and rebranding services, in an amount not to exceed \$55,000.00. (Administrator/Community Development Director)

Motion was made by Cook, seconded by Welch, to table until October 5th the request to approve a separate agreement with Chamber of Commerce for additional funding for marketing and rebranding services, in an amount not to exceed \$55,000.00.

MINUTE RECORD

Bellevue City Council Meeting, August 17, 2021, Page 8

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. (Monthly reports are given at the first Council Meeting of each month - August report will be attached to the September 7th Council Packet). Mayor Hike added there will be a public hearing on the budget on Tuesday, August 31st at 6 p.m.

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 was adjourned at 7:45 p.m.

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


Shirley R. Harbin, Deputy City Clerk

Rusty Hike, Mayor

I, the undersigned, Deputy City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on August 17, 2021; 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.


Shirley Harbin, Deputy City Clerk



MINUTE RECORD

CLAIMS FOR SEPTEMBER 7, 2021

PAGE 1

CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	184.21
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	125.32
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	4,641.90
GOVERNORS AG & ECO DEV SUMMIT	CPS-NEB ECONOMIC DEVELOPMENT SUMMIT-ELBERT	140.00
HAMPTON INN	CPS-LODGING FOR GOV AG SUMMIT-ELBERT	165.71
INDOFF	OFFICE SUPPLIES	23.07
MARK D ELBERT	REIMB FOR SUMMIT EXPENSES TO KEARNEY	276.98
NEDA - MEMBERSHIP SERVICES	CPS-MEMBERSHIP-ELBERT, RISTOW	300.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	122.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	193.23
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2021	166.38
		\$ 6,338.80

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET -AUG 2021	59.99
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	111.28
		\$ 171.27

LEGAL

DROP BOX	CPS-LEGAL FEES	19.99
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	2,362.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	71.23
US COURTS: PACER	CPS-LEGAL FEES	44.90
		\$ 2,498.76

CABLE ADVISORY

ADOBE CREATIVE SOFTWARE	CPS-ADOBE SOFTWARE	1,027.07
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	156.58
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	3,857.20
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	53.71
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	53.71
		\$ 5,148.27

CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	138.16
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	1,934.63
GRETNA GUIDE & NEWS	LEGAL AD	1,209.95
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	30.24
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	51.79
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	51.79
ROYCE CORNHUSKER, LLC	ROYCE CORNHUSKER TIF 8790-2021/08/20-PRINC & INT	9,614.53
SOUTHGATE APARTMENTS BELLEVUE, LP	SOUTHGATE APTS TIF 8790-2021/08/20-PRINC & INT	85,390.46
WH BELLEVUE, LLC	WOODHOUSE BELLEVUE TIF 8788-2021/08/20-PRINC & INT	66,299.17
		\$ 164,720.72

FINANCE/RISK MANAGEMENT

ABILA	CPS-YEARLY MAINTENANCE SPT-ACCTG SOFTWARE	9,014.20
AMAZON.COM, LLC	LAMINATOR MACHINE, WALL FILE, LABELS, MOBILITY STEPS FOR MINI-BUS	447.59
BELLEVUE PRINTING COMPANY	COB ENVELOPES	620.25
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	239.47
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	129.36
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	5,401.24
INDOFF	OFFICE SUPPLIES, COPY PAPER	571.40
PRIMA	CPS-PRIMA CONFERENCE-JENNINGS	100.00
QUADIENT FINANCE USA, INC	POSTAGE REFILL ACCT 8000 6557 2021/07/07	1,000.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	120.96
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	195.12
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	195.12
		\$ 18,034.71

LIBRARY

AMAZON.COM, LLC	OFFICE SUPPLIES, BATTERIES, BOOKS, VIDEOS, STERILITE BOXES, PROGAM SUPPLIES	1,507.01
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	31.96
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	26.48
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	725.85
CHICAGO DISTRIBUTION CENTER	LIBRARY SUPPLIES	95.68
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/07/23-2021/08/22	107.39
DEMCO	CD LABELS	199.11
DILLONS CUSTOMER CHARGES	CPS-BATTERIES, SUPPLIES	57.91

MINUTE RECORD

CLAIMS FOR SEPTEMBER 7, 2021

PAGE 2

LIBRARY (cont'd)

EBSCO INFORMATION SERVICES	RATE ADJUSTMENT-PERIODICALS	20.32
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	8,377.06
INDOFF	COPY PAPER	191.96
INGRAM LIBRARY SERVICES	BOOKS	3,511.57
LIBRARY IDEAS	BOOKS	391.55
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/07/03-2021/08/05	122.61
OVERDRIVE, INC	DEPOSIT ON ACCOUNT FOR PURCHASES	1,000.00
QUADIENT FINANCE USA, INC	LIBRARY POSTAGE, SUPPLIES - JULY 2021	740.12
QUADIENT LEASING USA, INC	POSTAGE METER LEASE-2021/09/08-2021/12/07	176.46
RAINBOW PRINTING & ULTRA PRINTING	LIBRARY CARDS FOR PATRONS	1,650.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	181.44
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	168.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	168.92
RUFF WATERS	AQUARIUM MAINTENANCE	159.99
TEAM JACK FOUNDATION	CPS-BOOK	29.00
		\$ 19,641.31

ADMINISTRATIVE SERVICES

BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	202.63
CARHARTT, INC	CPS-UNIFORM PER CONTRACT-BAGBY	240.61
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	9,353.10
HUMAN RESOURCE ASSOC OF THE MIDLANDS	CPS-JOB POSTING	120.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	58.50
NEBRASKA ASSN OF TRANSPORTATION	NATP REG FEE FOR CLASS 1 OPERATOR AND 6 VEHICLES	115.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	(162.08)
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	159.95
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	175.50
ROMA ITALIAN RESTAURANT	CPS-EMP GIFT CARDS IN LIEU OF PICNIC	550.00
UPS	MAILING CHARGES	23.87
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2021	3,075.15
		\$ 13,912.23

CODE ENFORCEMENT

AMAZON.COM, LLC	NOTARY STAMP, OFFICE SUPPLIES	152.27
ANDERSON FORD	2021 FORD EXPLORER	28,040.00
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	3.12
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	136.17
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	8,499.10
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/07/03-2021/08/04	14.15
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/12-2021/08/10	163.90
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	140.46
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2021	504.10
		\$ 37,713.75

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-210414 ANNUAL REPORTS	894.00
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	5.27
CARHARTT, INC	CPS-ADVANCE PURCHASE FOR UNIFORMS FOR 2021-2022	13,089.94
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	8,374.92
MENARDS	BYPASS LOPPER, BOW SAW	37.97
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/07/03-2021/08/04	23.76
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/12-2021/08/10	274.09
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	159.39
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	159.39
SARPY COUNTY TREASURER (FISCAL	2022FY GIS BILLING, AERIAL PHOTO	36,619.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2021	127.53
		\$ 59,825.74

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING CYCLE 8	9,521.90
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	729.00
B&D DIAMOND PRO	BALLFIELD MAINTENANCE	324.50
BEST CUT LAWN CARE	MOWING-JULY 1, 7, 15, 22, 29	6,207.05
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	30.76
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	12.99
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/07/23-2021/08/22	214.78
CREATIVE SITES, LLC	STONECROFT SHELTER INSTALLATION FINAL	27,100.00
DAY ELECTRIC SERVICE, INC	AHP-FOUNTAIN, TROUBLESHOOT SPRINKLER	752.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	8,089.18

MINUTE RECORD

CLAIMS FOR SEPTEMBER 7, 2021

PAGE 3

PARKS (cont'd)

GRETNA GUIDE & NEWS	LEGAL AD	8.84
MENARDS	FENCE, SUPPLIES FOR FESTIVAL, CABLE TIES, ROPE, PAINT, HINGES, STUDDER T-POSTS	1,877.22
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/07/08-2021/08/05	28,463.52
MICHAEL TODD & COMPANY	SPRAY PAINT MARKING STICKS	59.80
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	211.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	200.76
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	200.76
TRACTOR SUPPLY CREDIT PLAN	CPS-GATES FOR FESTIVAL	181.88
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2021	5,698.01
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	26.84
WESTLAKE ACE HARDWARE	SUPPLIES, TOOLS, LIGHTS	159.72
		\$ 90,071.19

RECREATION

AMAZON.COM, LLC	OFFICE SUPPLIES	25.84
AMY HAMMOND	REFUND FOOTBALL REGISTRATION-PROGRAM CANCELLED	35.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	37.32
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/07/23-2021/08/22	88.39
CREATIVE SITES, LLC	LITTER CONTAINERS	2,828.00
DILLONS CUSTOMER CHARGES	CPS-CONCESSION SUPPLIES	39.07
ELLEN JOHNSON	REIMB DEPOSIT FOR REED CENTER	375.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	2,109.96
JOHN RYDZYNSKI	REIMBURSE UMPIRE FEE	40.00
MENARDS	CPS-PLANTS	597.06
MICHAEL SCHOECH	REFUND FLAGFOOTBALL FEE	35.00
MIDWEST IMPRESSIONS	YOUTH SOCCER JERSEYS	1,386.20
RACHAEL WALTON	REFUND REED CENTER DEPOSIT	375.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	30.24
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	60.17
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	60.17
SAM'S CLUB DIRECT	CPS-CONCESSION SUPPLIES	464.10
SARAH LAWYER	REFUND FLAGFOOTBALL FEE	70.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2021	822.43
WILLIAM BLAIR	REFUND FLAGFOOTBALL FEE	70.00
		\$ 9,548.95

BUILDING MAINTENANCE

ADVANCED CARPET CLEANING, INC	CARPET CLEANING-LIBRARY	225.00
AMAZON.COM, LLC	FLOOD LIGHTS, KEY CABINET	238.42
APOLLO REFRIGERATION & HEATING SYSTEMS	CLEAN CONDENSER	215.17
AQUA-CHEM	CHEMICALS FOR POOLS	915.20
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	428.72
CARPENTER PAPER CO	JANITORIAL SUPPLIES	332.53
CREATIVE SITES, LLC	WASHINGTON PARK GAZEBO PROJECT-DEPOSIT	19,768.00
DAY ELECTRIC SERVICE, INC	CHECK POWER TO A/C	94.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	8,258.48
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	43.06
GEARHART PLUMBING	EMERGENCY SEWER REPAIR-GILBERT POOL	20,496.94
HILTI, INC	DRYWALL ANCHORS	101.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	35.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY HALL	108.39
KB BUILDING SERVICES	JANITORIAL SERVICES-AUG 2021	10,918.50
MENARDS	PLUMBING SUPPLIES, LUMBER, BATTERIES, NAILS, CAULK, PAIL, ADAPTORS, WEED+C352 CONTROL, MASKS, LOPPER, OFF REPELLENT, BULBS, POTTING MIX, FLOWERS	622.98
METROPOLITAN UTILITIES DIST	MONTHLY SERVICES 2021/07/07-2021/08/05	775.58
MMC MECHANICAL CONTRACTORS, INC	A/C MAINTENANCE-POLICE	400.25
MMC MECHANICAL CONTRACTORS, INC	A/C MAINTENANCE-PLANNING	95.75
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	120.96
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	135.87
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	135.87
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING	300.00
SECURITY EQUIPMENT	SECURITY MONITORING 2021/05/01-2022/04/30	372.00
STOLTENBERG NURSERIES	LANDSCAPING PLANTS-1500 WALL ST	150.00
TERRACON CONSULTANTS INC	MOLD AIR TESTING-DIST 3	595.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	974.32
TRICO MECHANICAL SERVICES	AC MAINTENANCE-PARK TRAILER	87.86
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2021	783.51
VOGEL WEST	PAINT-RANGE	166.44
WESTLAKE ACE HARDWARE	CAULK, KEY, LAWN SUPPLIES, GLOVES	74.64
		\$ 67,969.44

MINUTE RECORD

CLAIMS FOR SEPTEMBER 7, 2021

PAGE 4

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	30.76
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/07/23-2021/08/22	83.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	1,506.62
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/07/03-2021/08/05	96.03
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	40.82
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	40.82
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2021	130.03
		\$ 1,988.95

STREETS

3M COMPANY	CLEAR TRANSFER TAPE	1,125.00
ALFRED BENESCH & COMPANY	2021 RESURFACING PE/NEPA 2021/07/05-2021/08/01	10,630.78
ALFRED BENESCH & COMPANY	2021 OVERLAY PROJECTS 2021/07/05-2021/08/01	4,116.20
ALFRED BENESCH & COMPANY	2021 CONCRETE PROJECTS-2021/07/05-2021/08/01	13,172.08
AMAZON.COM, LLC	ADAPTER, CABLE, HAMMER, DRILL	128.58
ASPEN EQUIPMENT CO	TRIP MOUNT BAR	6,788.04
AVERY RENTS	PROPANE	34.38
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	66.33
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	15.27
CARHARTT, INC	CPS-UNIFORMS-D RUSH	143.23
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/07/23-2021/08/22	274.17
DIY HOLDING COMPANY, LLC	2021 CONCRETE PAVEMENT REHAB	173,098.80
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	39,206.79
FELSBURG HOLT & ULLEVIG, INC	370 TO CORNHUSKER PRELIM DESIGN-JULY 2021	6,405.00
HDR ENGINEERING, INC	FT CROOK RD MASTER PLAN 2021/06/27-2021/07/31	33,493.02
HEIMES CORPORATION	CULVERT REPLACEMENT TO AUG 20, 2021	106,486.10
HGM ASSOCIATES INC	PROGRESS BILLING-MUD CREEK 2021/03/10-2021/07/31	1,535.70
INDOFF	OFFICE SUPPLIES	160.28
JACOBS ENGINEERING GROUP, INC	STORM DRAINAGE CONCEPTUAL PLAN-JUL 2021	51,964.26
LAKEVIEW CONSTRUCTION	2021 CONCRETE PROJECTS TO 2021/07/31	75,034.54
LAKEVIEW CONSTRUCTION	2021 CONCRETE PROJECTS TO 2021/08/23	53,449.25
LOGAN CONTRACTORS SUPPLY	STAKES, WHITE WATER WAX, FLOAT HANDLES, MEASURING WHEEL, MARKING PAINT, RED BRICKS SAND/GRAVEL	1,515.88 16,111.21
LYMAN RICHEY SAND & GRAVEL	BULK OIL	910.20
MARTIN ASPHALT	CANTILEVER W/BRACKETS	4,800.00
MD SOLUTIONS, INC	BUG SPRAY, LUMBER, PREM FABRIC	871.92
MENARDS	MONTHLY SERVICES 2021/07/07-2021/08/05	515.15
METROPOLITAN UTILITIES DIST	STAINLESS STEEL BANDING, BUCKLE	1,482.00
MICHAEL TODD & COMPANY	SIGNAL BULBS	9,990.00
MOBOTREX	SCREWS, BOLTS, LOCK NUTS	1,392.94
NEBRASKA IOWA INDUSTRIAL FASTENERS	MONTHLY SERVICE 2021/07/12-2021/08/10	1,333.30
OMAHA PUBLIC POWER DISTRICT	2021 OVERLAY PROJECTS TO 2021/08/23	109,274.45
OMNI	ASPHALT	1,576.84
OMNI	CONCRETE	32,905.38
READY MIXED CONCRETE COMPANY	DENTAL INSURANCE-AUG 2021	270.36
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	627.26
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	622.46
RELIANCE STANDARD LIFE INSURANCE CO	RD8200 LOCATOR, RECHARGEABLE BATTERY, CHARGER, RING CLAMP	7,547.00
SUBSURFACE SOLUTIONS	MATERIAL TESTING-CONCRETE PAVEMENT	511.00
THIELE GEOTECH	FUEL FOR CITY VEHICLES - AUG 2021	3,576.51
US BANK VOYAGER FLEET SYSTEMS	SIGN BLANKS	867.36
VULCAN, INC	UNIFORM SERVICE	28.84
WALKERS UNIFORM RENTAL	DRILL BIT, WASP SPRAY, POWER BIT, SUPPLIES	67.17
WESTLAKE ACE HARDWARE		\$ 774,125.03

FLEET MAINTENANCE

911 CUSTOM, LLC	FLASHERS	300.00
AA WHEEL & TRUCK SUPPLY, INC	LANYARD ASSEMBLY FOR TAP	18.96
ALLIED OIL & TIRE COMPANY	BULK OIL, CREDIT-DRUM	1,033.70
AMAZON.COM, LLC	EASY OIL DRAIN, CHROME HEADLIGHT SHELL	503.98
AUTO VALUE PARTS - SOUTH OMAHA	SPARK PLUGS, FREON, DEGREASER, FILTER, QUICK STRUT ASSEMBLY	1,024.75
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, BLACKJACK, PERMATAX	1,703.12
BAUER BUILT	TIRES	1,465.38
BAXTER CHRYSLER DODGE JEEP	CAMSHAFT, TIMING CHAIN, TENSIONER, HOSES, THERMOSTAT, SPRINGS	551.78
BAXTER FORD	CREDIT-CORE RETURN, INSTRUMENT PANEL, THERMOSTAT, GASKETS, JOINT KIT, WHEEL ASSEMBLY, REFLECTOR, BLADE ASSEMBLY	1331.18
BEARDMORE CHEVROLET	KEY, SENSOR	52.90
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	39.21
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	36.94

MINUTE RECORD

CLAIMS FOR SEPTEMBER 7, 2021

PAGE 5

FLEET MAINTENANCE (cont'd)

CERTIFIED LABORATORIES	PENN OIL	213.20
CORNHUSKER INTERNATIONAL TRUCKS	FUEL TANK LINING, FUEL PIN, STRAP, GASKETS, HEATER CLAMP, HOSE, BATTERY BOLTS, WINDSHIEL CAP, FILTER	1,962.61
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/07/23-2021/08/22	107.39
DELL MARKETING L.P.	EXTERNAL DRIVE	88.78
DULTMEIER SALES LLC	VALVES, ADAPTERS, SHANK COUPLER, VALVE	160.60
DXP ENTERPRISES, INC	RUST INHIBITOR	183.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	21,320.83
FACTORY MOTOR PARTS CO	SPARK PLUGS, SEAL, HUB ASSEMBLY	360.64
FARM PLAN	LABEL	20.03
GRAINGER	URINAL BLOCKS, COATED GLOVES	58.28
HOSE & HANDLING, INC	WATER HOSE	59.97
INLAND TRUCK PARTS CO	SLACK ADJUSTERS	358.76
INTERSTATE BATTERIES	BATTERIES	1,690.25
J & J SMALL ENGINE SERVICE	ELASTOSTART ASSEMBLY, BELTS, SPACER WHEEL, ROLLER SCALP	556.22
JIM HAWK TRUCK TRAILERS	CARTRIDGE	126.15
MACQUEEN EQUIPMENT, LLC	ROCKER SWITCHES, CONDENSERS	1,134.35
MATHESON TRI-GAS INC	WELDING SUPPLIES	866.80
MENARDS	RUST SPRAY, GLOSS SPRAY, SPRAYER TIP	66.93
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/07/07-2021/08-04	121.62
NAPA AUTO PARTS	CREDIT-LAMPS & FITTINGS, BRAKLEEN, GASKETS, FILTERS, BRAKE ROTORS, STRUTS, SHOCKS, GLOVES, VALVES, BELTS, OIL, BOOSTER CABLES, FUEL INJECTOR	1730.95
NEBRASKA IOWA INDUSTRIAL FASTENERS	NYLON LOCK NUTS, FLAP DISCS, TY-RAP	178.80
NORTHERN AUTO PARTS	CPS-CAMSHAFTS, LIFTER, GASKETS	1,191.93
OMAHA DOOR & WINDOW COMPANY	INSTALL STEEL, FIREPROOF DOOR	3,720.71
O'REILLY AUTOMOTIVE PARTS	BATTERIES	10.99
P&M HARDWARE	SPRINGS	45.00
POWERPLAN	OIL LINES, PARTS, PEDAL	1,939.14
REDI HAUL TRAILERS	CPS-CYLINDER	125.14
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	181.44
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	337.06
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	337.06
SEAGRAVES FIRE APPARATUS, LLC	PUMP HOSE HOURMETER	174.62
SERVICE EXPRESS CO	TACHOMETER	150.00
STATE STEEL	STAINLESS ANGLE, HOT ROLLED BAR, STAINLESS SHEET	1,196.49
STEREO WEST AUTOTOYS	CPS-CAR STEREO	129.00
SUSPENSION SHOP	SPRINGS, U-BOLTS	1,213.24
SWAN ENGINEERING	O-RINGS, BUCKLE STRAPS	14.80
TOYNE, INC	REAR ROLL OUT TRAY, DRAWER SLIDE, LOCKING	1,155.92
TRUCK CENTER COMPANIES	MODULE ASSEMBLY	224.18
UNITED AUTO RECYCLERS	FRONT SEAT BELT RETRACTOR, CREDIT FOR RETURN	0.00
UPS STORE	SHIPPING FOR PISTON VALVE FOR REPAIR	103.97
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2021	1,526.01
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	166.80
WATCHGUARD VIDEO	CABLES AND ANTENNAS FOR PO702	185.00
WATEROUS COMPANY	PRIMING PUMP FOR ENG31	1,698.56
WELDON	CPS-SERVICE FOR MED31	271.75
		\$ 55,526.87

SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEES & GLASS RECYLING-JULY 2021	315,670.15
		\$ 315,670.15

PLANNING

BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	4.74
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	4,286.59
GRETNA GUIDE & NEWS	LEGAL ADS	95.02
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/07/03-2021/08/04	21.49
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/12-2021/08/10	247.92
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	30.24
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	75.06
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	75.06
		\$ 4,836.12

PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	6.32
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	11,187.04
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/07/03-2021/08/04	28.72
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/12-2021/08/10	330.56
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	190.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	190.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2021	1,115.69
		\$ 13,108.81

MINUTE RECORD

CLAIMS FOR SEPTEMBER 7, 2021

PAGE 6

POLICE

88 TACTICAL GROUP INC	CPS-TRAINING-AUGUSTIN, LARR	850.00
ABM SUPPLY	RIFLE MAGAZINE/BANDOLIERS	2,627.65
AMAZON.COM, LLC	FILE FOLDERS, ENVELOPES, OFFICE SUPPLIES, ROUTERS, INK CARTRIDGES, BULLETIN BOARD, STORAGE SHELVING, TIRE GAUGE, FLASHLIGHTS, PLANNER BOARD, WIRELESS MICROPHONE SYSTEM	2,342.96
ANDERSON FORD	2 - 2021 FORD POLICE UTILITY VEHICLES	74,386.00
A-RELIEF SERVICES	PORTABLE RESTROOM-GUN RANGE	126.00
AUTO BODY AUTHORITY	TOW CHARGE, SPEC EQUIP	410.00
AXON ENTERPRISE, INC	CPS-TRAINING-MEYERS, JIMESON	750.00
BARCODES INC	AC ADAPTER, USB CABLES, MOBILE PRINTERS	5,290.92
BENEFIT PLANS	POLICE PENSION PLAN-AUG 2021-MD, JG, MG	8,817.56
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	112.20
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	249.88
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	251.10
COX BUSINESS SERVICES	029968201 MONTHLY SERVICE 2021/07/23-2021/08/22	184.99
CULLIGAN OF OMAHA	BOTTLED WATER	337.80
DILLON BROTHERS H-D BUELL	LEASE PYMT 9/1/2021-8/31/2022	20,160.00
DON'S PIONEER UNIFORMS	ALPHA ELITE CARRIERS, UNIFORM NAME PLATES	1,772.78
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	50.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	142,046.36
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-AUGUST 2021	564.32
FLAMINGO HOTEL	CPS-LODGING-CHIZEK, STALDER	908.19
GALLO PROFESSIONAL POLYGRAPH SERVICES, LLC	POLYGRAPH SERVICES	350.00
GOVDIRECT, INC	PANASONIC DOCKING STATION	2,869.30
GREAT PLAINS UNIFORMS	BALLISTIC VESTS	1,480.00
J P COOKE COMPANY	POCKET STAMPER-SCHARES	35.95
JACKSON SERVICES, INC	DOOR MAT SERVICE-BPD	148.78
JO DON'S	OFFICER OF THE 2ND QUARTER PLACQUE, BPD BANNER	135.00
JOSEPH GRAY	REIMB FOR K9 KENNELS	609.88
L-TRON CORP	SCANNERS FOR CRUISERS	2,140.50
LUBBEN VETERINARY SERVICE, LLC	VET SERVICES	97.00
MATHESON TRI-GAS INC	SYPHON TUBE	51.66
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/07/03-2021/08/04	508.96
MOTOROLA SOLUTIONS, INC	12 PORTABLE RADIOS, CHARGERS, AUDIO ACCESSORIES	68,224.68
NATIONAL TECHNICAL INVESTMENT	CPS-MEMBERSHIP DUES-BAILEY	50.00
NEBRASKA LAW ENFORCEMENT TRAINING	TABE TEST FEES	100.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/12-2021/08/10	5,870.29
OMNIGO SOFTWARE, LLC	ANNUAL FEE AND LICENSES	2,103.75
PCS MOBILE	NETMOTION LICENSES FOR CRUISER LAPTOPS	1,663.20
RDR CUSTOM KYDEX INC	GLOCK HOLSTERS	1,154.30
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	1,996.14
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	2,683.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	2,784.98
SCOTT MILLER	REIMB FOR MEALS	62.90
SECRETARY OF STATE	NOTARY COMMISSION-HAVERTY	30.00
SECURITY EQUIPMENT	EVIDENCE PORT READER DEACTIVATION PROJECT	1,292.00
SPARTAN NASH STORES, LLC	SUPPLIES	11.07
SPRINT	MONTHLY SERVICE 2021/07/06-2021/08/05	125.22
STANARD & ASSOCIATES, INC	POST STUDY GUIDES	976.79
SUNSET LAW ENFORCEMENT, LTD	TRAINING AMMO	2,232.00
TRI-TECH FORENSICS, INC	EVIDENCE BAGS & SUPPLIES, GUN BOXES	919.02
UPS STORE	SHIPPING CHARGE	17.51
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2021	13,352.91
VERIZON WIRELESS	MONTHLY SERVICE 2021/06/24-2021/07/23	1,407.15
WESTLAKE ACE HARDWARE	OFF REPELLENT	119.85
		\$ 377,842.50

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	152.74
AMAZON.COM, LLC	CPS-CLAIMS FORMS, EQUIPMENT FOR MED BIKE, OFFICE SUPPLIES, SAFETY SHOES, SOAP, USB FLASH DRIVES	1,392.18
BIG RED LOCKSMITHS	CPS-DUPLICATE KEYS	13.50
BLACK HILLS NEBRASKA GAS UTILITY CO LLC	MONTHLY SERVICE 2021/06/30-2021/07/30	94.06
BONNA MCCARTY	REFUND FOR SERVICE	10.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	2,824.10
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/07/23-2021/08/22	576.95
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	75,898.43
ERIN McCORMICK	REIMB FOR NAWP CONFERENCE	60.00
GO.DADDY	CPS-YEARLY RENEWAL	189.98
HOBBY LOBBY	CPS-PHOTO REPLACEMENT	8.60
HORWATH LAUNDRY EQUIPMENT	LINT DOOR HANDLE	72.57
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	240.71
MATHESON TRI-GAS INC	METHANE	38.06
MENARDS	BOX FAN, CLEANING SUPPLIES, ELECTRICAL SUPPLIES	217.97
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/07/07-2021/08/05	2,642.97

MINUTE RECORD

CLAIMS FOR SEPTEMBER 7, 2021

PAGE 7

FIRE & RESCUE (cont'd)

NATIONAL FIRE PROTECTION ASSOCIATION	MEMBERSHIP RENEWAL-GIFFORD	175.00
NICHOLAS PIERCE	REIMB FOR GAS	43.30
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	1,300.32
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	1,685.29
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-AUG 2021	1,685.29
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2021	9,351.64
WESTLAKE ACE HARDWARE	CABLE CONNECTORS, SOCKETS, ID TAGS, KEY CHAINS, TORCH KIT, BLADES, FLOOR JACK, TAPE, CLAMPS	619.90
WPSG, INC	CPS-CREDIT	(15.82)
ZIRMED, INC	CLAIMS MANAGEMENT FEE	497.89
ZOLL DATA SYSTEMS INC	BILLING 2021/09/01-2021/09/30	1,105.00
ZOLL MEDICAL CORPORATION	BATTERY PACK	413.28
		<u>\$ 101,301.86</u>

NON-DEPARTMENTAL CONTRACTS

AMERICAN NATIONAL BANK	BANK FEES	15.00
CENTURY LINK	MONTHLY SERVICE 2021/08/01-2021/08/31	556.14
CENTURY LINK	MONTHLY SERVICE 2021/07/04-2021/08/03	415.01
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/07/23-2021/08/22	793.25
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING FEE-AUG 2021	1,815.00
METRO AREA TRANSIT	MAT 2021-5 1987 MILES	4,667.00
METRO AREA TRANSIT	MAT 2021-6 2186 MILES	4,613.00
NE-DEPARTMENT OF REVENUE	2021/07 SALES TAX	1,606.06
PM AM CORPORATION	ALARM FEES - JULY 2021	2,925.00
PM AM CORPORATION	ALARM FEES-JUNE 2021	2,910.00
SARPY COUNTY TREASURER'S OFFICE	PROPERTY TAX-WBV-PARCEL ID 011591799	1,281.93
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
		<u>\$ 21,722.39</u>

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CPS-PARTS FOR DOOR, RECORDER & CABLE, TV FOR IT	1,235.90
CORE TECHNOLOGIES, INC	NEW PHONE SYSTEM-PROGRESS BILLING	1,100.00
FASTENAL COMPANY	CPS-RIVETS	128.66
GRAYBAR ELECTRIC	COMMUNICATION PARTS	118.80
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
MOTOROLA SOLUTIONS, INC	6 PORTABLE RADIOS FOR CACHE	22,410.00
MOTOROLA SOLUTIONS, INC	RADIO MAINTENANCE	299.00
ONE CALL CONCEPTS	LOCATES FOR IT	8.08
PCS MOBILE	MDC FOR BATTALION 2	3,966.57
		<u>\$ 29,336.96</u>

WASTEWATER

AMAZON.COM, LLC	INK CARTRIDGES, NOTEBOOKS, OFFICE SUPPLIES, TONER, SANDING DISCS, GENERATOR PARTS, FLASHLIGHTS	1,241.01
CARHARTT, INC	CPS-UNIFORMS PER CONTRACT-DECKER, ENGLISH, BAILEY	777.07
CENTURY LINK	MONTHLY SERVICE 2021/07/22-2021/08/21	135.80
CENTURY LINK	MONTHLY SERVICE 2021/08/04-2021/09/03	71.18
CITY OF OMAHA	SEWER FEES-APR 2021	520,261.25
CITY OF OMAHA	SEWER FEES-MAY 2021	515,604.45
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/08/4-2021/09/03	220.00
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/07/23-2021/08/22	83.39
ELLIOTT EQUIPMENT CO	REPAIR KIT	140.34
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUGUST 2021	13,355.94
GRAINGER	GREEN MARKING PAINT AND FLAGS	541.69
HANEY SHOE STORE	SAFETY SHOES-D DECKER	163.99
HDR ENGINEERING, INC	SARPY CO WASTEWATER AGCY EVALUATION 2021/04/25-2021/07/31	6,171.21
HOA SOLUTIONS, INC	ANNUAL SCADA SERVICE AGREEMENT-AUG 2021	11,630.00
METRO LEASING	8735-METRO LEASE-2021/08/25-JET TRUCK	22,836.87
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/07/08-2021/08/05	304.85
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-G SHANNON	193.49
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-AUG 2021	120.96
RELIANCE STANDARD LIFE INSURANCE CO	LIFE & LTD INSURANCE-JULY 2021	174.57
RELIANCE STANDARD LIFE INSURANCE CO		174.57
U.S. CELLULAR	MONTHLY SERVICE 2021/08/09-2021/09/08	383.76
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - AUG 2021	2,628.10
WESTLAKE ACE HARDWARE	BLEACH	8.37
		<u>\$1,097,222.86</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT FEE-JULY 2021	5,011.50
EASTERN NEBRASKA COMMUNITY	ENCAP FOOD PANTEY EXPANSION	9,902.07
		<u>\$ 14,913.57</u>

MINUTE RECORD

CLAIMS FOR SEPTEMBER 7, 2021

PAGE 8

G.O. BONDS

UMB BANK - TRUST OPERATIONS	GORB2018 \$935,000 SID147 (BOND PYMT)	70,000.00
UMB BANK - TRUST OPERATIONS	SID 279-16 2020-2021 PAYING AGENT FEES	300.00
UMB BANK - TRUST OPERATIONS	GORB2017 \$1,170,000 SID186 (BOND PYMT)	125,000.00
UMB BANK - TRUST OPERATIONS	SID 279-16 2021-2022-07 PAYING AGENT FEES	37.50
UMB BANK - TRUST OPERATIONS	GORB2016 \$1,640,000 SID208 (BOND PYMT)	200,000.00
UMB BANK - TRUST OPERATIONS	GORB2019 \$1,400,000 SID265 (BOND PYMT)	65,000.00
UMB BANK - TRUST OPERATIONS	GORB2019 \$1,400,000 SID265 (BOND PYMT)	20,673.75
UMB BANK - TRUST OPERATIONS	GORB2016 \$1,640,000 SID208 (BOND PYMT)	1,800.00
UMB BANK - TRUST OPERATIONS	GORB2017 \$1,170,000 SID186 (BOND PYMT)	2,593.75
UMB BANK - TRUST OPERATIONS	GORB2018 \$935,000 SID147 (BOND PYMT)	13,172.50
		<u>\$ 498,577.50</u>

TOTAL CLAIMS FOR SEPTEMBER 07, 2021 \$3,801,768.71

TOTAL PAYROLL FOR AUGUST 20, 2021 \$1,088,365.95



2nd Quarter
Economic
Indicators Report

7a.
9/7/2021

April 2021 - June 2021

Building Permit Valuations					
Community	Apr-21	May-21	Jun-21	2nd Qtr. 2021	2nd Qtr. 2020
Sarpy County	\$ 13,788,729	\$ 9,222,434	\$ 15,608,861	\$ 38,620,024	\$ 18,971,973
Bellevue	\$ 12,297,189	\$ 8,082,139	\$ 10,245,746	\$ 30,625,074	\$ 30,551,153
Papillion	\$ 79,782,328	\$ 24,005,464	\$ 314,848,254	\$ 418,636,046	\$ 41,427,612
La Vista	\$ 7,877,325	\$ 747,206	\$ 2,910,045	\$ 11,534,576	\$ 7,224,734
Gretna	\$ 5,498,770	\$ 6,704,369	\$ 4,074,856	\$ 16,277,995	\$ 23,365,500
Springfield	\$ 680,811,253	\$ 20,000	\$ 90,361	\$ 680,921,614	\$ 3,299,988
TOTAL	\$ 800,055,594	\$ 48,781,612	\$ 347,778,123	\$ 1,196,615,329	\$ 124,840,960

Approved New Business / Industrial / Office Park Platted Lots			
Subdivision Name		Location	Lots
R&R Commerce Park Phase 4	NW of Hwy 50 & Gold Coast Road	Papillion	1
Highway 370 Industrial Park	SW of South 150th Street & Shepard Street	Papillion	2
		TOTAL	3

Approved Single Family Housing Platted Lots			
Subdivision Name		Location	Lots
Kayda Corner	NE Corner of 192nd & Highway 370	Gretna	10
Aspen Creek North Phase 2	NE Corner 192nd Street & Lincoln Road	Gretna	133
Alta Collina	48th & Capehart Road	Bellevue	263
		TOTAL	406

Single Family Housing Permits Issued					
Community	Apr-21	May-21	Jun-21	2nd Qtr. 2021	2nd Qtr. 2020
Sarpy County	48	34	41	123	76
Bellevue	33	18	20	71	49
Papillion	45	28	80	153	76
La Vista	0	0	0	0	0
Gretna	18	20	11	49	38
Springfield	5	0	0	5	7
TOTAL	149	100	152	401	246

Multi-Family Housing # of Units Permits Issued					
Community	Apr-21	May-21	Jun-21	2nd Qtr. 2021	2nd Qtr. 2020
Sarpy County	0	0	0	0	0
Bellevue	0	0	0	0	2
Papillion	0	130	74	204	4
La Vista	0	0	0	0	0
Gretna	0	0	0	0	0
Springfield	0	0	0	0	0
TOTAL	0	130	74	204	6

Sarpy County Labor Force Statistics				
Month	Labor Force	Employment	Unemployment	Rate
April 2021	94,655	92,586	2,069	2.2%
May 2021	96,110	93,995	2,115	2.2%
June 2021	96,988	94,493	2,495	2.6%
April 2020	96,954	88,105	8,849	9.1%
May 2020	96,985	91,955	5,030	5.2%
June 2020	97,888	91,169	6,719	6.9%

Building Permit Valuations Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2021	\$ 46,820,217	\$ 38,620,024			\$ 85,440,241
	2020	\$ 20,469,643	\$ 18,971,973			\$ 39,441,616
Bellevue	2021	\$ 17,341,010	\$ 30,625,074			\$ 47,966,084
	2020	\$ 41,944,130	\$ 30,551,153			\$ 72,495,283
Papillion	2021	\$ 611,972,747	\$ 418,636,046			\$ 1,030,608,793
	2020	\$ 126,294,445	\$ 41,427,612			\$ 167,722,057
La Vista	2021	\$ 10,679,435	\$ 11,534,576			\$ 22,214,011
	2020	\$ 14,106,362	\$ 7,224,734			\$ 21,331,096
Gretna	2021	\$ 6,503,862	\$ 16,277,995			\$ 22,781,857
	2020	\$ 18,101,527	\$ 23,365,500			\$ 41,467,027
Springfield	2021	\$ 13,042,176	\$ 680,921,614			\$ 693,963,790
	2020	\$ 1,332,075	\$ 3,299,988			\$ 4,632,063
TOTALS	2021	\$ 706,359,447	\$ 1,196,615,329	\$ -	\$ -	\$ 1,902,974,776
	2020	\$ 222,248,182	\$ 124,840,960	\$ -	\$ -	\$ 347,089,142

Single Family Housing Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2021	78	123			201
	2020	66	76			142
Bellevue	2021	39	71			110
	2020	52	49			101
Papillion	2021	126	153			279
	2020	85	76			161
La Vista	2021	1	0			1
	2020	5	0			5
Gretna	2021	35	49			84
	2020	35	38			73
Springfield	2021	2	5			7
	2020	4	7			11
TOTALS	2021	281	401	0	0	682
	2020	247	246	0	0	493

Multi-Family Housing # of Units Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2021	0	0			0
	2020	0	0			0
Bellevue	2021	0	0			0
	2020	2	2			4
Papillion	2021	0	204			204
	2020	75	4			79
La Vista	2021	0	0			0
	2020	72	0			72
Gretna	2021	0	0			0
	2020	36	0			36
Springfield	2021	0	0			0
	2020	0	0			0
TOTALS	2021	0	204	0	0	204
	2020	185	6	0	0	191

Single Family Housing # of Platted Lots Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2021	277	0			277
	2020	43	0			43
Bellevue	2021	0	263			263
	2020	0	0			0
Papillion	2021	173	0			173
	2020	337	96			433
La Vista	2021	0	0			0
	2020	0	0			0
Gretna	2021	0	143			143
	2020	0	143			143
Springfield	2021	0	0			0
	2020	0	0			0
TOTALS	2021	450	406	0	0	856
	2020	380	239	0	0	619

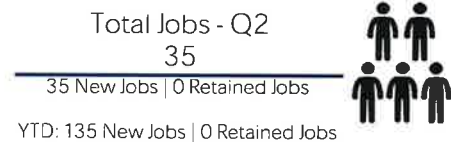
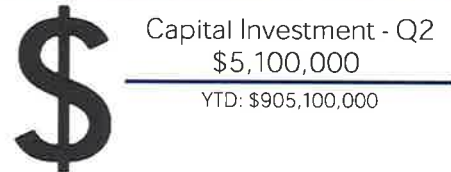
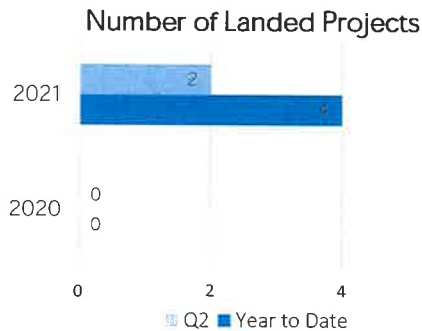
Commercial Projects Permitted Over \$75,000

Project	Address/Location	Community	Valuation	Sq. Ft.
Facebook	14734 Friend Plaza	Springfield	\$670,000,000	823,935
Sarpy County Correctional Center	1208 Golden Gate Dr	Papillion	\$68,489,774	153,000
Amazon	14248 Highway 370	Papillion	\$54,255,085	2,692,288
Google	14925 Gold Coast Rd	Papillion	\$45,138,000	171,209
Avamere	740 Pinnacle Dr	Papillion	\$28,850,000	196,693
FXG Commercial Distribution Center	11414 S 150th St	Papillion	\$27,903,949	321,696
Facebook	14774 Friend Plaza	Papillion	\$27,827,249	60,700
Project FLAGG	14703 Gold Coast Rd	Papillion	\$12,300,000	45,125
US Auto Force	Lot 1 Springfield Commerce	Springfield	\$9,397,654	180,720
R&R Warehouse #3	14620 Gold Coast Rd	Papillion	\$8,600,000	N/A
R&R Warehouse #4	14910 Gold Coast Rd	Papillion	\$8,600,000	N/A
Green Pointe	8211 South 87th Plaza	La Vista	\$6,060,000	N/A
Papillion Manor	610 South Polk Street	Papillion	\$4,000,000	58,845
Storage Suites LLC	12009 Roberts Rd	Papillion	\$2,000,000	36,600
MNP1	10748 Virginia Plaza	Papillion	\$2,000,000	10,919
Kum & Go	11333 Cumberland Drive	Papillion	\$1,908,733	5,620
Hy-Vee Fulfillment - Regional Office	11651 S 154th St	Papillion	\$1,751,121	141,721
Gross Catholic High School	7700 South 43rd Street	Bellevue	\$1,597,000	9,175
Olive Garden	7506 Olson Dr	Papillion	\$1,500,000	N/A
Swimtastics	9810 Giles Road	La Vista	\$1,414,000	7,759
Beyond Print	13315 Centennial Road	La Vista	\$1,400,000	30,000
AutoZone	638 South Highway 6	Gretna	\$907,567	7,370
Walmart	2109 Town Centre Drive	Bellevue	\$900,000	N/A
Redz LLC	10809 Olive Street	La Vista	\$870,000	15,000
Platte River Foot and Ankle	720 North Highway 6	Gretna	\$774,024	2,112
Mission Foods	14472 Gold Coast Rd	Papillion	\$763,000	87,500
ABC Elite	13227 Cary Circle	La Vista	\$575,000	8,600
Aerie	21317 Nebraska Crossing	Gretna	\$491,840	4,000
Cheer Athletics	14620 Gold Coast Road	Papillion	\$473,500	30,000
Shell	8707 South 9th Street	Bellevue	\$464,092	N/A
One World Health	2207 Georgia Ave., Suite 102	Bellevue	\$400,000	3,000
PANERA	8350 S 71st Plaza	Papillion	\$400,000	4,100
CYMStar	9061 South 126th Street, Suite 100	La Vista	\$350,000	5,500
Café Diem	9839 South 96th Street	Papillion	\$300,000	N/A
Gym	20816 W Gruenther Road 109	Gretna	\$288,266	8,517
Perform Sanitation	10351 Portal Rd	Papillion	\$275,000	15,759
Fabric Bash	10351 Portal Road	Papillion	\$250,000	7,983
St. Mary's School	903 West Mission Ave.	Bellevue	\$250,000	N/A
Millard MFG Food Process	6942 South 108th Street	La Vista	\$200,000	5,200
Sterling Apartments Storm Shelter	9853 Caspian Ct	Papillion	\$200,000	1,500
Grunt Style	21311 Nebraska Crossing	Gretna	\$172,125	2,500
The Cosmetics Company	21311 Nebraska Crossing	Gretna	\$162,294	1,650
Dollar Tree	4008 Twin Creek Drive	Bellevue	\$155,000	10,331
Kidwell	7050 110th Street	La Vista	\$150,000	3,284
Chick-Fil-A	2016 Cornhusker Road	Bellevue	\$140,000	4,542
Burger King	2108 Pratt Ave	Bellevue	\$125,000	5,014
Deep Well	1001 Fort Crook Road, Suite 215-216	Bellevue	\$120,000	N/A
GexPro	7371 South 118th Street	La Vista	\$116,900	2,338
Popcorn Store	9839 S 96th St	Papillion	\$115,000	1,419
Medical Office/Clinic	10601 S 72nd St	Papillion	\$112,000	N/A
Restaurant	115 North Washington Street	Papillion	\$100,000	1,500
Woof Gang Bakery	21351 Nebraska Crossing	Gretna	\$86,950	884



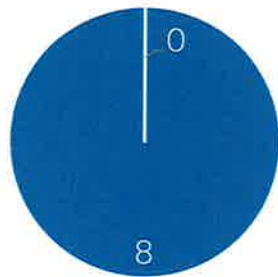
GOAL Create, grow and recruit businesses, jobs and investment in Sarpy County

Landed Projects



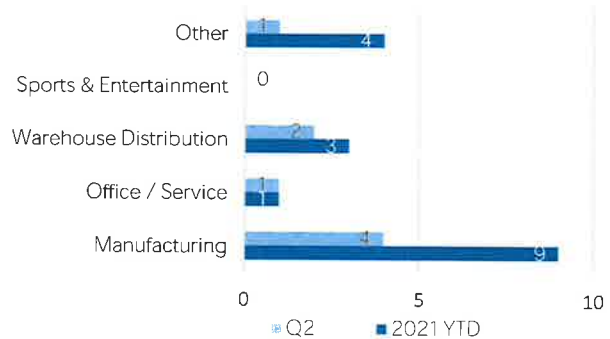
Project Pipeline

8 Opportunities - Q2
8 New to Market | 0 Existing Business
YTD: 17 New to Market | 2 Existing Business



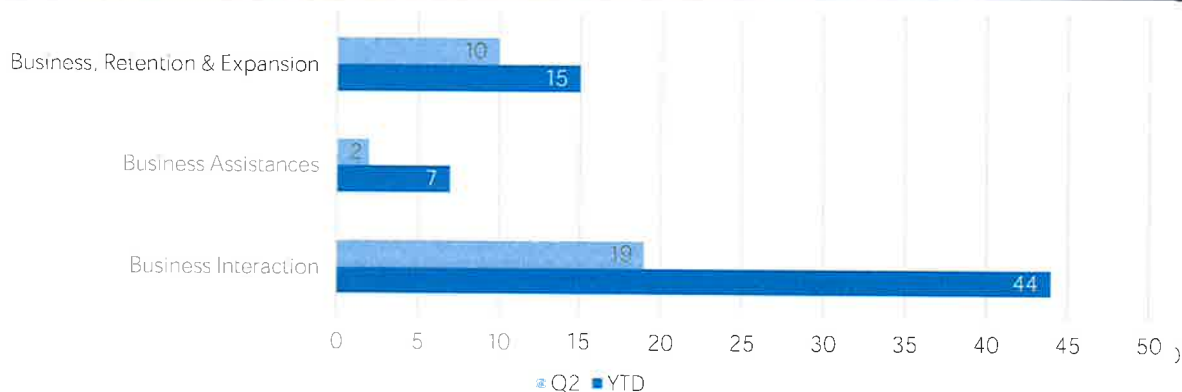
■ New to Market / Start Up
■ Retention / Expansion

New to Market Project Type



1 Prospect Visits - Q2
YTD: 2

Business Interactions



GOAL Deliver relevant and high quality member programs, events, services and information

Investor Base			
New Investors		Dropped Investors	
Q2	YTD	Q2	YTD
0	2	0	2
Goal: 5		Goal: 2	
\$ -	\$ 4,250	\$ -	\$ 5,200
Goal: \$7,500		Goal: \$2,500	

Event Engagement

Investor Engagement

(267) Annual Meeting
(62) Virtual 1st Qtr. Investor Meeting



Board Member Engagement

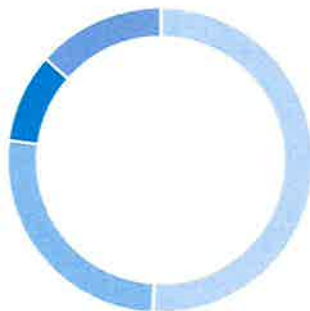
(48) Board Meeting (March)
(30) Board Meeting (June)

Organizational Resources

Revenue

\$332,188

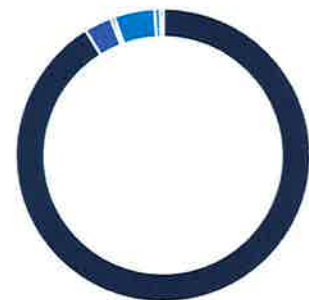
- Private Investments
- Public Investments
- Events
- Other Income



Expenses

\$154,374

- Operational
- Advertising
- Strategic Plan Studies
- Meals/Entertainment
- Professional & Legal Fees
- Project Investments
- Events/Meetings



Total Revenue Budget: \$376,325

Total Expense Budget: \$495,991

Strategic Meetings

	Q2	YTD
Speaking Engagements	2	2
Community Interactions	11	17
Site Investigation & Project Meetings	18	30
Investor Relation Meetings	5	11

City of Bellevue
Nebraska
Office of the Mayor

PROCLAMATION

Designating September 17-23, 2021 as
“Constitution Week”
in
Bellevue Nebraska

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2020, marks the two hundred thirty fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

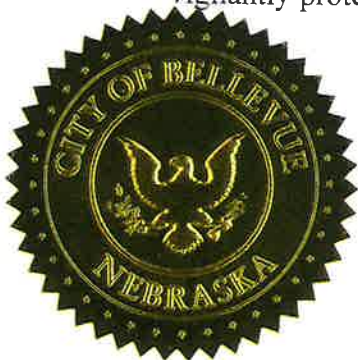
WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Rusty Hike, Mayor of Bellevue do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.



A handwritten signature in black ink, appearing to read "Rusty Hike".

Mayor Rusty Hike



*8a.
9/7/2021

CITY OF BELLEVUE

OFFICE OF THE MAYOR

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

MEMORANDUM

TO: Council President Paul Cook & Council Members

FROM: Mayor Rusty Hike

DATE: August 26th, 2021

SUBJECT: Reappointment to the Design Review Board

Please consider the following for reappointment as an alternate Design Review Board Member.

Al Povondra
1609 Bellevue Blvd N
Bellevue, NE 68005
402-505-7658
He will serve a three-year term ending August 2024.



**CARLSON
WEST
POVONDRA**
ARCHITECTS

AL POVONDRA, AIA, LEED AP

SENIOR PRINCIPAL
REGISTERED PROFESSIONAL ARCHITECT

EDUCATION

Masters Degree - Urban Design

Pratt Institute
New York, New York

Bachelor of Architecture

University of Nebraska-Lincoln

REGISTRATIONS

Registered Architect: NE
LEED Accredited Professional

AFFILIATIONS

Nebraska Sheriff's Association
American Correctional
Association

National Juvenile Detention
Association

LEED Accredited Professional
American Institute of Architects

PROFESSIONAL EXPERIENCE

Carlson West Povondra
Architects

34 Years

Total Work Experience

45 Years

CITY OF BELLEVUE RESIDENT

29 Years

Mr. Povondra has been a practicing architect for over 40 years. Al ensures final project outcomes resonate with the proposed design vision to create a positive impact for people and communities. He leads teams that meet the unique operational needs of each client. Al listens and responds with designs specific to client aspirations. He engrosses himself in a client's design challenge and protects the vision, program, budget and schedule for a successful outcome. He collaborates with clients to design sustainable, flexible facilities that meet the needs of local communities. It is clear through his repeat client rate that clients know he is their advocate. He motivates local design talent and champions their efforts. He understands teamwork, mentorship, and shared success are essential to effective leadership.

EXPERIENCE

City of Bellevue Nebraska

- 2020 Public Works Study
- Police Headquarters & City Hall Wall Street Campus Feasibility Study, Master Planning and Renovations
- Police Headquarters and Public Safety Facility Furnishings & Interior Signage
- 1500 Wall Street Leasable Space Analysis
- 1500 & 1410 Wall Street Window Replacement Renovations
- 1410 Wall Street Water Intrusion Analysis
- Former City Hall and Police Headquarters Facility Analysis and Master Planning

Offutt Air Force Base

- Building 524 Renovation, 1ACCS / NAOC
- Building 9950, Clubhouse Repair
- Building 323 Office of Special Investigation Renovation
- Building 598 SATCOM & USSTRATCOM Electrical Repair
- Building 803 Fire Detection
- Building 598 SATCOM Roof Replacement
- Building 500 Communications Closets Repair

Baxter Auto Group

Bellevue, NE

- Baxter Chrysler Jeep Dodge Ram of Bellevue

Gross Catholic High School

Bellevue, NE

- Innovation Center Renovation
- Health and Conditioning Center
- Improvements Study

Sarpy County, Nebraska

- 60+ planning and design projects over 22 years
- County Facilities Master Plan - 1999, 2005, 2013
- Courthouse campus layout including site circulation and parking lot design
- Sheriff's Office Environmental Graphics
- New Facility Planning & Design
 - Administration Addition
 - Sheriff's Office
 - Juvenile Services Center
- Renovation Planning & Design
 - Courthouse Renovation & Addition
 - Multiple Jail Renovations & Improvements
 - East and West Annex Renovations
 - E911 Renovations
 - Treasurer/Clerk Renovations
 - Maintenance Building Renovations
 - Multiple Deferred Maintenance and Roof Replacement Projects

*8b.
9/7/2021




CITY OF BELLEVUE

OFFICE OF THE MAYOR

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

MEMORANDUM

TO: Council President Paul Cook & Council Members
FROM: Mayor Rusty Hike 
DATE: August 26th, 2021
SUBJECT: Reappointment to the Bellevue Library Board

Please consider the following for reappointment to the Bellevue Library Board.

Deborah Ady
1518 Bellevue Blvd
Bellevue, NE 68005

Barbara Van Wassenhoven
1003 Claudene Crt
Bellevue, NE 68005

They will serve a five-year term ending June 2026.

1518 Bellevue Blvd. N.
Bellevue, NE 68005

August 23, 2021

Mayor Rusty Hike
1500 Wall Street
Bellevue, NE 68005

Dear Mayor Hike,

I am now completing my first term on the advisory board of the Bellevue Public Library. As you may know, our terms are for five years, and we must be reappointed by the city council at your recommendation if we want to continue to serve.

Director Julie Dinville has encouraged me to request to be reappointed, and I am eager to continue to serve. I do ask that you put my name before the city council with your recommendation so that I may be reappointed to the advisory board of the Bellevue Public Library.

We have met only briefly, so I will tell you that I am a long time resident of Bellevue and a retired public school teacher with a Master's degree in English.

Thank you for your consideration.



Deborah Ady

Home phone 402-733-2085
Cell phone 402-630-8635

Barbara Van Wassenhoven
1003 Claudene Court
Bellevue, Nebraska 68005

August 31, 2021

Mayor Rusty Hike
1500 Wall Street
Bellevue, Nebraska 68005

Dear Mayor Hike:

I have served on the Bellevue Public Library Advisory Board for the past three years, having completed an unexpired term of a previous board member. I would appreciate being re-appointed to the Board for my first full term (five years) to expire June 30, 2026. By sitting on the Board, I feel that I gain an insight into the many activities and services provided by the library to the citizens of Bellevue. Having grown up and used all three of the Bellevue libraries, I would like to continue supporting the library's mission and serving the Bellevue community.

Sincerely,



Barbara Van Wassenhoven

402 - 292 - 1463

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

10a.
9/7/2021

COUNCIL MEETING DATE: 09/17/2021		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Application for new Manager for Dillion Companies LLC dba " Baker's Supermarkets 300 & 318" at 3614 Twin Creek Drive & 801 Galvin Road S. (respectively), Bellevue.

SYNOPSIS/BACKGROUND:

Dillion Companies LLC dba " Baker's Supermarkets 300 & 318" would like recommendation to approve Brian J. Meves as a new Manager for the stores at 3614 Twin Creek Drive & 801 Galvin Road S. (respectively), Bellevue. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk sends application to be reviewed by the Police and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

FISCAL IMPACT: BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of application for Brian J. Meves as the new Manager for Dillion Companies LLC dba "Baker's Supermarkets 300 & 318" at 3614 Twin Creek Drive and 801 Galvin Road S. (respectively), Bellevue.

ATTACHMENTS:



1. Application	2. Police Report	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: September 7, 2021 Due to City Clerk: August 31, 2021

Applicant: Dillion Companies LLC dba "Baker's Supermarkets #300 & #318 "

Location/Address: 3614 Twin Creek Drive and 801 Galvin Road South, Bellevue.

Requested Action:

Recommendation to approve Corporate Manager Change Application for Brian J. Meves at Dillion Companies LLC. dba "Baker's Supermarket's 300 & 318" at 3614 Twin Creek Drive and 801Galvin Road S., Bellevue.

Individuals to be Checked:

	<u>Name & Address</u>	<u>DOB</u>
1.	<u>Brian J. Meves, 8970 Prairie Village Drive, Lincoln, NE 68507</u>	<u> </u>
2.	<u>Dana L. Meves, 8970 Prairie Village Drive, Lincoln, NE 68507</u>	<u> </u>

Comments:

Approved

Signature of Reviewer: Asst Chief [Signature] Date: 8-23-21

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

RECEIVED

AUG 13 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

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

Corporation/LLC Information

Name of Corporation/LLC: DILLON COMPANIES LLC

License Information

Liquor License Number: 065524 Class Type L (if new application leave blank)

Premise Trade Name/DBA: BAKER'S SUPERMARKET 300

Premise Street Address: 3614 TWIN CREEK DR.

City: BELLEVUE, NE County: SARPY Zip Code: 68123-4065

Premise Phone Number: 402-391-6700

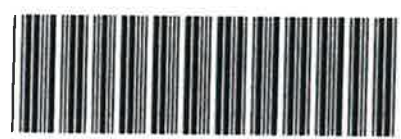
Premise Email address: _____

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

Steve Rubin

SIGNATURE REQUIRED BY CORPORATE OFFICER/MANAGING MEMBER

(Faxed signatures are acceptable)



2100008989

0400

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

RECEIVED

AUG 13 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

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

Corporation/LLC Information

Name of Corporation/LLC: DILLON COMPANIES LLC

License Information

Liquor License Number: 070914 Class Type C (if new application leave blank)

Premise Trade Name/DBA: BAKER'S SUPERMARKET 318

Premise Street Address: 801 GALVIN ROAD S.

City: BELLEVUE, NE County: SARPY Zip Code: 68005-2203

Premise Phone Number: 402-292-7070

Premise Email address: _____

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

Steve Park

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)



2100008991

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: MEVES **spouse* First Name: BRIAN MI: J
 Home Address: 8970 PRAIRIE VILLAGE DRIVE
 City: LINCOLN County: LANCASTER Zip Code: 68507
 Home Phone Number: 402-327-8980
 Driver's License Number & State: [REDACTED]
 Social Security Number: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: GRAND ISLAND, NE
 Email address: ~~BRIAN.MEVES@~~ BRIAN.MEVES@DILLONSTORES.COM

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)
 YES NO

Spouse's information
 Spouses Last Name: MEVES First Name: DANA MI: L
 Social Security Number: [REDACTED]
 Driver's License Number & State: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: OMAHA, NE

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
 APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
LINCOLN NE	1989	PRESENT	LINCOLN, NE	1987	PRESENT

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2/2010	Current	DILLON'S STORES	Su-ELLA MCKINZIE	620-899-1573
9/2017	2/2018	WIS INTERNATIONAL	CRAIG SMITH	402-331-6700

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: 8-12-21 Name on Certificate: BRIAN JOHN MEVES

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
BRIAN JOHN MEVES	8/2021	RESPONSIBLE BEVERAGE SERVICE TRAINING

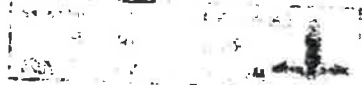
*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

YES NO



PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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



Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Lancaster

The foregoing instrument was acknowledged before me this

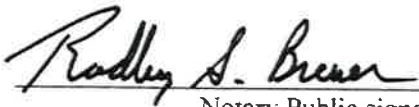
August 13th, 2021

date

by

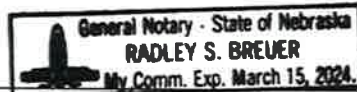
Brian Meves

NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature

Affix Seal



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

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

[Signature]
Signature of NON-PARTICIPATING SPOUSE

Dana L Meves
Print Name

[Signature]
Signature of APPLICANT

BRIAN J. MEVES
Print Name

State of Nebraska, County of Lancaster

State of Nebraska, County of Lancaster

The foregoing instrument was acknowledged before me
this August 6, 2021 (date)

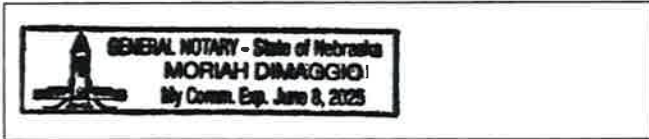
The foregoing instrument was acknowledged before me
this August 6, 2021 (date)

by Dana Meves
Name of person acknowledged
(Individual signing document)

by Brian Meves
Name of person acknowledged
(Individual signing document)

[Signature]
Notary Public Signature

[Signature]
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

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

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name DILLONS COMPANIES LLC.

Name of Person Being Fingerprinted: BRIAN JOHN MEVES

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 8/5/21

Location where fingerprints were taken: NSP TRAP A - OMAHA

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a. and 11a1.
09/7/2021

COUNCIL MEETING DATE: 08/17/2021	SUBMITTED BY: Tammi Palm	Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Approval of a request to rezone Lot 7, Tiller's 4th Addition, from BG to RG-20-PS. Applicant: Freedom Village, LLC (Jolene Roberts). General Location: 1811 Hillcrest Drive.

SYNOPSIS/BACKGROUND:

Jolene Roberts, on behalf of Freedom Village, LLC is requesting a change in zone for Lot 7, Tiller's 4th Addition, from BG to RG-20-PS for the purpose of construction of a senior living development. The proposal consists of two living options; Seven-4-plex single family "garden homes", each with a garage, and a 28-unit, four-story apartment building. With the -PS zoning overlay, site plan approval is required.

FISCAL IMPACT: BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO <input type="text"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: NO <input type="text"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
		INSURANCE REQUIRED: NO <input type="text"/>
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

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

ATTACHMENTS:

- | | | |
|---|-------------------------|----------------------------|
| 1. Planning Commission Recommendation Sheet | 2. Staff Report | 3. Rezoning Ordinance 4046 |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Breyer-Roth
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Freedom Village, LLC

Case #: Z-2106-07

CITY COUNCIL HEARING DATE: August 17, 2021

REQUEST: to rezone Lot 7, Tiller's 4th Addition, located in the Northeast ¼ of Section 35, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska, from BG to RG-20-PS, for the purpose of a senior living development.

On July 22, 2021, the City of Bellevue Planning Commission voted five yes, zero no, two absent and one abstained:

APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact, and conformance with the Zoning Ordinance.

VOTE:

Yes:	Five:	No:	Zero:	Abstain:	One:	Absent:	Two:
	Casey				Aerni		Perrin
	Ritz						Cutsforth
	Ackley						
	Hankins						
	Jacobson						

Planning Commission Hearing (s) was held on: July 22, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2106-07

FOR HEARING OF:

REPORT #1: July 22, 2021

REPORT #2: August 17, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Freedom Village, LLC
Jolene Roberts
1902 Harlan Drive
Bellevue, NE 68005

B. PROPERTY OWNER:

Hillcrest Offices, LLC
Jolene Roberts
1902 Harlan Drive, Suite A
Bellevue, NE 68005

C. GENERAL LOCATION:

1811 Hillcrest Drive

D. LEGAL DESCRIPTION:

Lot 7, Tiller's 4th Addition, located in the Northeast ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 7, Tiller's 4th Addition, from BG to RG-20-PS with site plan approval.

F. EXISTING ZONING AND LAND USE:

BG, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning to facilitate the construction of a senior living development.

H. SIZE OF SITE:

The site is approximately 6.2 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation. There is also a parking lot covering the south and west portions of the property.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Hillcrest Health, BG and RG-8-PS
2. **East:** Commercial/Vacant, BG
3. **South:** Single Family Residential (across Harlan Dr), RS-72
4. **West:** Hillcrest Health, BG

C. REVELANT CASE HISTORY:

On July 22, 2021, the Planning Commission recommended APPROVAL of a request to rezone Lot 7, Tiller's 4th Addition, located in the Northeast ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG to RG-20-PS for the purpose of a senior living development.

D. APPLICABLE REGULATIONS:

1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding the Planned Subdivision District.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan shows this area as commercial.

B. OTHER PLANS:

The applicant is requesting Tax Increment Financing (TIF) for this project.

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data available for this specific area.
2. The property will have access from two points along Hillcrest Drive. There will be no access to Harlan Drive.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Jolene Roberts, on behalf of Freedom Village, LLC, has submitted a request for a rezoning for Lot 7, Tiller's 4th Addition, from BG to RG-20-PS, for the purpose of a senior living development.

The intent of the RG-20 district is to permit moderately high density development and uses that are typical and compatible in the operation of apartment houses.

The -PS zoning overlay allows for the construction of multiple buildings on one lot, in addition to encouraging the creative design of new living areas. With the -PS zoning overlay, site plan approval is required.

2. The proposal consists of two living options for its residents:
 - Seven 4-plex single family "garden homes" are proposed. Each garden home will have a garage and will consist of between 1,050 to 1,287 square feet of living space.
 - A 28-unit, four-story apartment building. Each apartment will range in size from 850 to 990 square feet.

There are 56 units total with this proposal.

3. Architectural renderings have been provided by the applicant and are attached. These renderings have not been reviewed for compliance with Section 8.11, Zoning Ordinance, for the city's design standards. Compliance with these regulations will be reviewed as part of the building permit process.

4. The site plan contains community green space with a fire pit, gazebo structure, dog park, and a picnic shelter with a barbeque grill as amenities for the Freedom Village residents. In addition, the apartment building will have a clubhouse with gathering space and a fitness center.

5. The site plan shows 153 parking stalls for the development. Twenty-eight of these parking stalls will be provided with garages. This exceeds the minimum requirement of 84 stalls.

6. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.

7. 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 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.

Public Works Engineer Matt Knight had technical comments regarding the site plan. These comments have since been satisfied.

Don Gifford, Bellevue Fire Department, had comments regarding fire hydrant placement. The applicant has been in contact with Mr. Gifford. This item will be addressed as part of the building permit process.

No other comments were received on this case.

8. This property is part of the Harlan Drive corridor, which is presently a mix of commercial and residential uses. The south side of the corridor is a mix of multi-family and single family residences. The north side of the corridor consists of single family residences and a church to the west of Hillcrest's existing development, with commercial uses to the east.

This property was the former site of the Days Inn Hotel and failed waterpark project. Ms. Roberts purchased the property in 2010, with the intent of the future expansion of Hillcrest. At the time this property was purchased, the BG zoning district allowed for nursing home facilities and senior residences as a permitted use. Most of the existing Hillcrest development is zoned BG for this reason. The 2011 Zoning Ordinance update changed the previous pyramidal zoning structure, therefore, requiring the requested change of zone for this property from BG to RG-20-PS.

9. This property was previously deemed blighted and substandard. The applicant is requesting Tax Increment Financing (TIF) through a separate redevelopment plan proposal.

10. The Future Land Use Map of the Comprehensive Plan shows this area as commercial; however, staff is supportive of an amendment to multi-family residential for this property. As previously stated, this corridor is a mix of residential and commercial uses currently, with this project being an expansion of the adjacent Hillcrest development.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact, and conformance with the Zoning Ordinance.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact, and conformance with the Zoning Ordinance.

VI. ATTACHMENTS TO REPORT

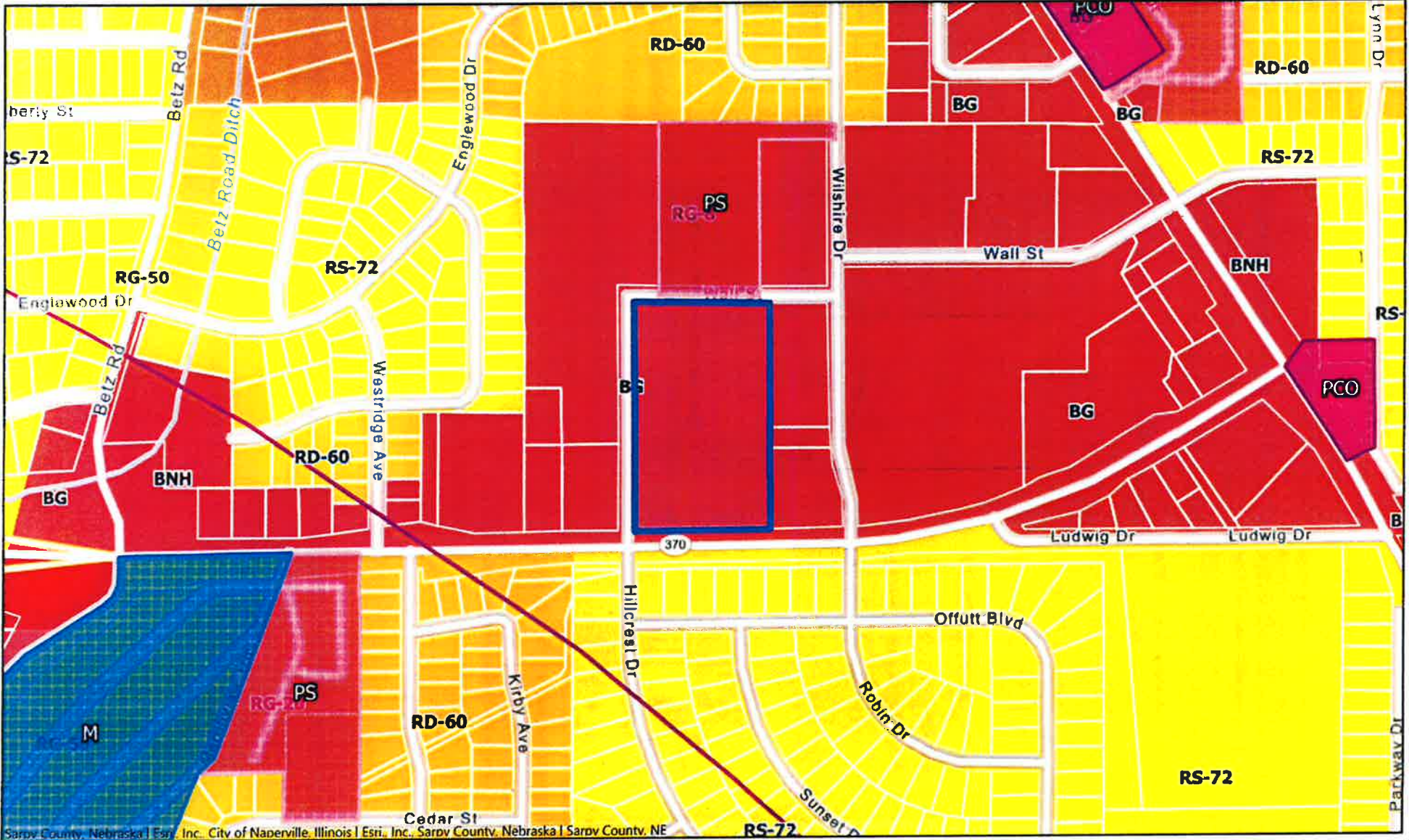
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter received June 21, 2021
4. Site plan received June 18, 2021
5. Landscape plan received July 8, 2021
6. Architectural renderings received June 18, 2021

VII. COPIES OF REPORT TO:

1. Freedom Village, LLC
2. TD2
3. Larry Jobeun, Fullenkamp, Jobeun, Johnson & Bellevue LLP
4. Public Upon Request

Prepared by:

Assistant Planning Manager: Date of Report

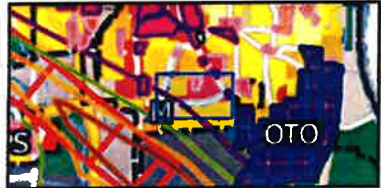


Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska | Sarpy County, NE



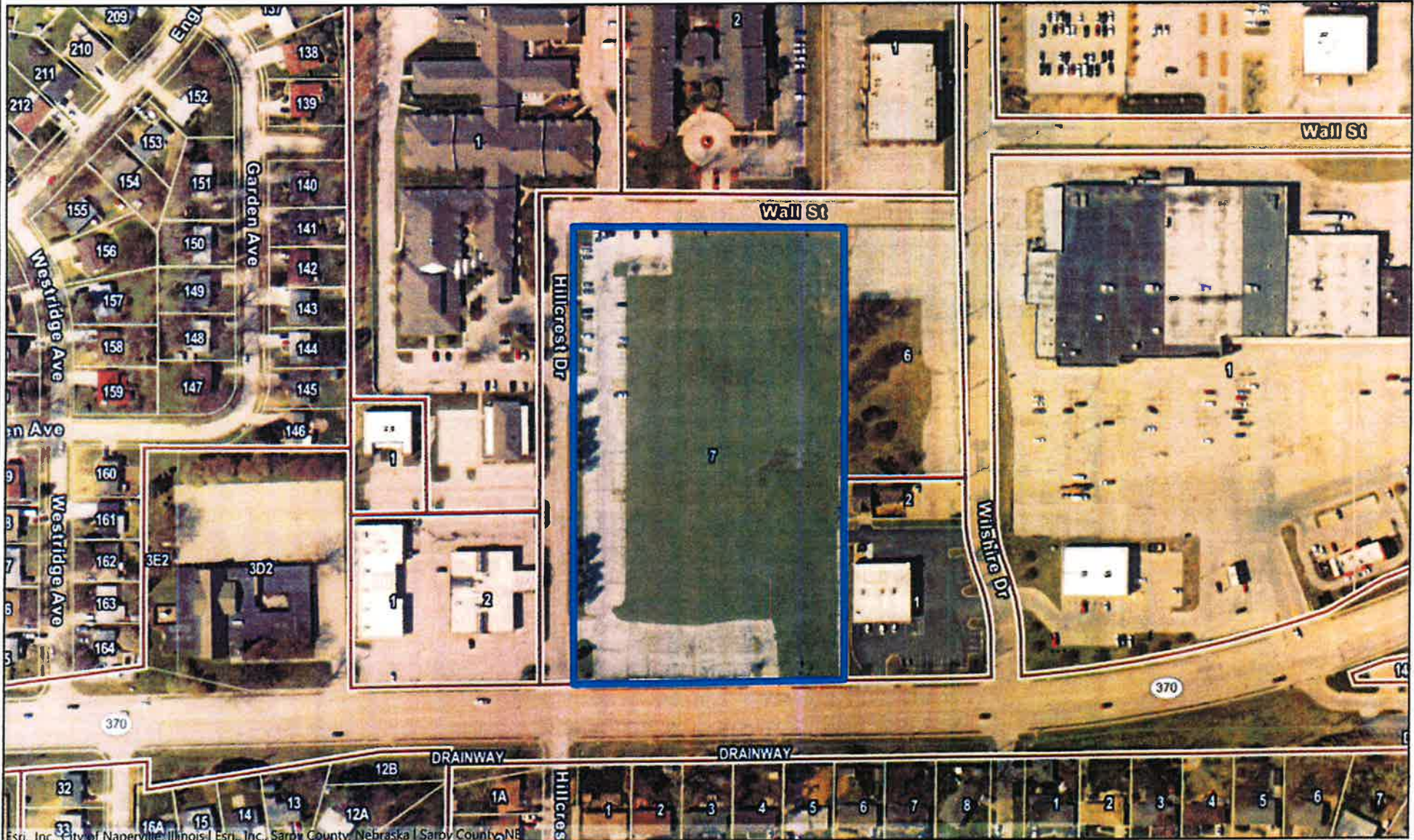
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This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain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

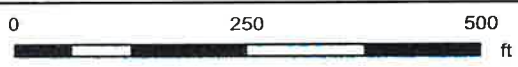


Notes





Esri, Inc., City of Naperville, Illinois Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 3185

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



Notes



FREEDOM VILLAGE
WRITTEN JUSTIFICATION OF THE ZONING CHANGE

The Applicant proposes to develop 1811 Harlan Drive in Bellevue Nebraska, Sarpy County, legally described as Lot 7 Tiller's 4th Addition, into an age 55 and older, active adult community. The redevelopment site is immediately to the east of Hillcrest Health and Rehabilitation (post-acute rehab and long-term care of 151 occupants) and south of Harmony Court (independent living for over 100 aging adult occupants) and east of Hillcrest Home Care and Hospice and Innovate Rehab and Wellness. This redevelopment compliments the existing neighborhood of housing and services for aging adults 55 years and older.

The new development, which shall be known as Freedom Village, can be described as a small community of people who desire to live in a 'lock and leave' homestyle environment. Freedom Village consists of two living options. The first is designed as a 4-plex single family garden home (28 homes total). Each ranch style home size is 1050 SF to 1287 SF. Each home has a garage, two bedrooms or bedroom with den, two bathrooms, kitchen, living room, laundry and storage space. The homes face a large green community space that will feature a fire pit area, gazebo reading/conversation area, and BBQ grill with outdoor covered dining area. In addition, Freedom Village will feature a fenced-in dog park and designated garden plots.

The second living option entails a small apartment building featuring 28 individual apartments. Apartments will range in size from 850 SF to 990 SF and have one bedroom with bath, or one bedroom with den, laundry, kitchen, storage, and a balcony/patio. The entry level of the intimate apartment building faces the large open courtyard space and offers a clubhouse for Freedom Village residents. Within the clubhouse is a fireplace room, large group gathering area with a kitchen, and a fitness center. The onsite property manager will have a sales office near the clubhouse.

Currently, the subject property is zoned as BG (Business General District) and does not allow for the intended use of the redevelopment project. As such, the Applicant requests a re-zoning of the subject property from BG to RG-20 PS – General Residential, which permits moderately high density, multifamily housing. A re-zoning of the subject property to RG-20 is required for the redevelopment project to move forward.

RECEIVED
JUN 21 2021
PLANNING DEPT.

Issue /	Date

PRELIMINARY

RECEIVED
JUN 18 2021
PLANNING DEPT.

LEA Project #	2000240
Date	
Drawn by	S. Orma
Checked by	D. Harp

Overall Site Plan

NOT FOR CONSTRUCTION

C0.1

SITE SUMMARY		
EXISTING ZONING: R3 PROPOSED ZONING: R3-20-PS		
SITE DATA	REQUIRED	PROVIDED
TOTAL SITE SIZE	2,000,000 S.F. (12,000 S.F.)	4,100,000 S.F. (288,378 S.F.)
SETBACKS*	FRONTYARD - 30' REARYARD - 10' SIDEYARD - 5' STREET YARD - 10'	FRONTYARD - 51.4' (MIN) REARYARD - 91.4' (MIN) SIDEYARD - 89.1' (MIN) STREET YARD - 51.4' (MIN)
IMPERVIOUS COVERAGE	80% MAX.	60%
BUILDING HEIGHT	75'	48'-0" MAX (APPROX.)

*PER PS DISTRICT REQUIREMENTS.

- NOTES:**
- THE SITE PAVEMENT SHALL BE PORTLAND CEMENT CONCRETE (POCC) AS REQUIRED BY SITE. SITE SPECIFIC DESIGN IS PROVIDED FOR APPROVAL AS PROVIDED FOR IN BELLEVUE MUNICIPAL CODE APPENDIX A, ARTICLE 6.04(B) SUBPARAGRAPH 2.
 - THE LIST OF MATERIALS FOR THIS SITE INCLUDE THE FOLLOWING:
 - COMMON AREA FOR RESIDENTS
 - 1.1A. READING STRUCTURE
 - 1.1A. FIRE PIT
 - 1.1A. PHONE SHED
 - 1.1A. BBQ AREA
 - 1.1A. FENCED IN DOG PAVES FOR USE BY THE RESIDENTS

GARDEN HOME SUMMARY				
BUILDING NO.	TYPE	1 BRD	2 BRD	TOTAL
BUILDING A	TYPE A	0	4	4
BUILDING B	TYPE B	2	2	4
BUILDING C	TYPE A	0	4	4
BUILDING D	TYPE A	0	4	4
BUILDING E	TYPE B	2	2	4
BUILDING F	TYPE A	0	4	4
BUILDING G	TYPE B	2	2	4
TOTAL UNITS		28		

APARTMENT UNIT BREAKDOWN (BUILDING H)		
TYPE	NUMBER OF UNITS	TOTAL
1 BEDROOM	28	28
TOTAL	28	28

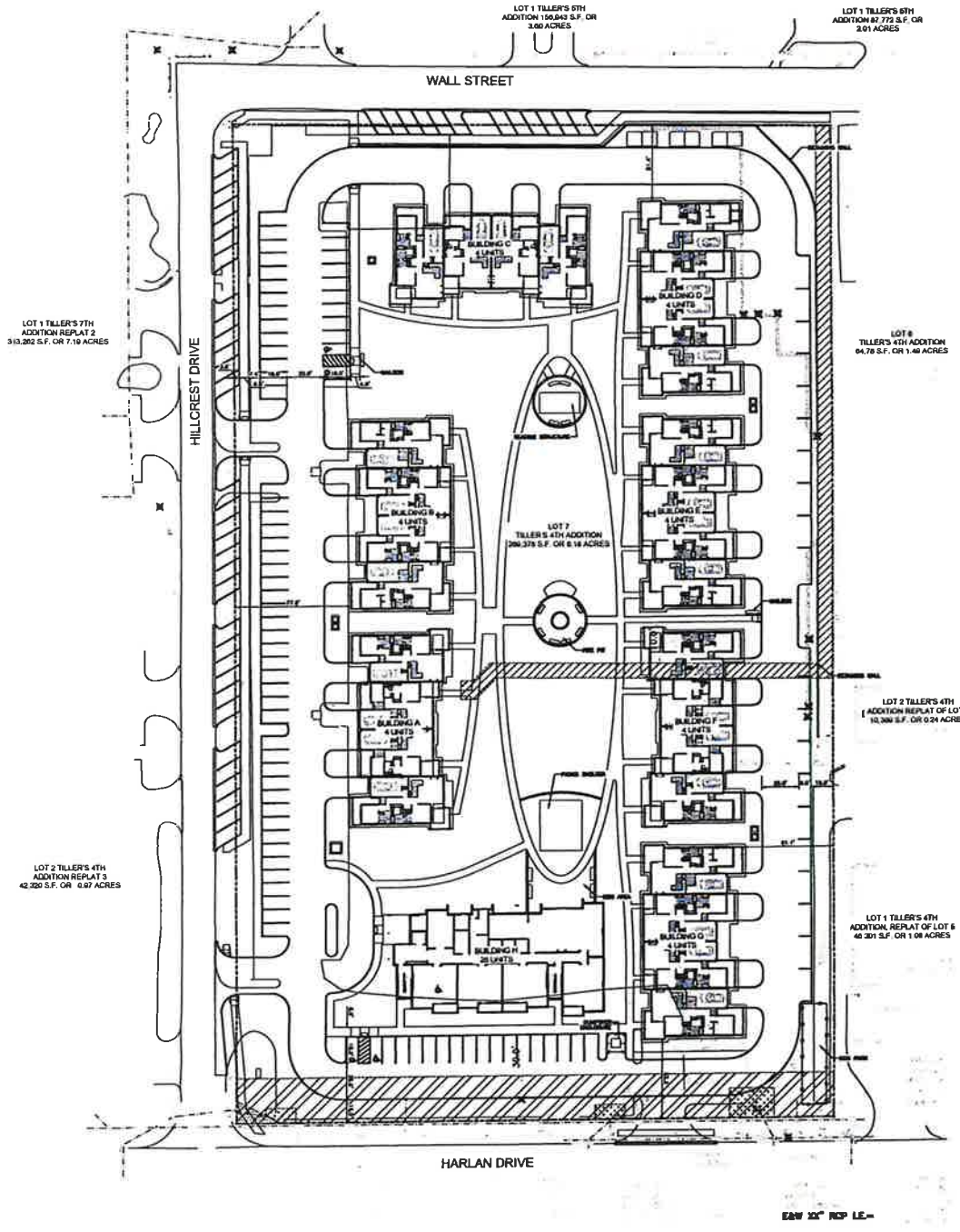
PARKING SUMMARY		
STALL TYPE	STALLS	TOTAL
STANDARD STALLS	65	65
ADA STALLS	4	4
GARAGE STALLS	25	25
TANDEM STALLS (AT GARAGE)	25	25
TOTAL STALLS	119	119

PARKING REQUIREMENTS:
7 PER DWELLING UNIT = 78 STALLS
2 PER APARTMENT = 56 STALLS
TOTAL REQUIRED = 134 STALLS

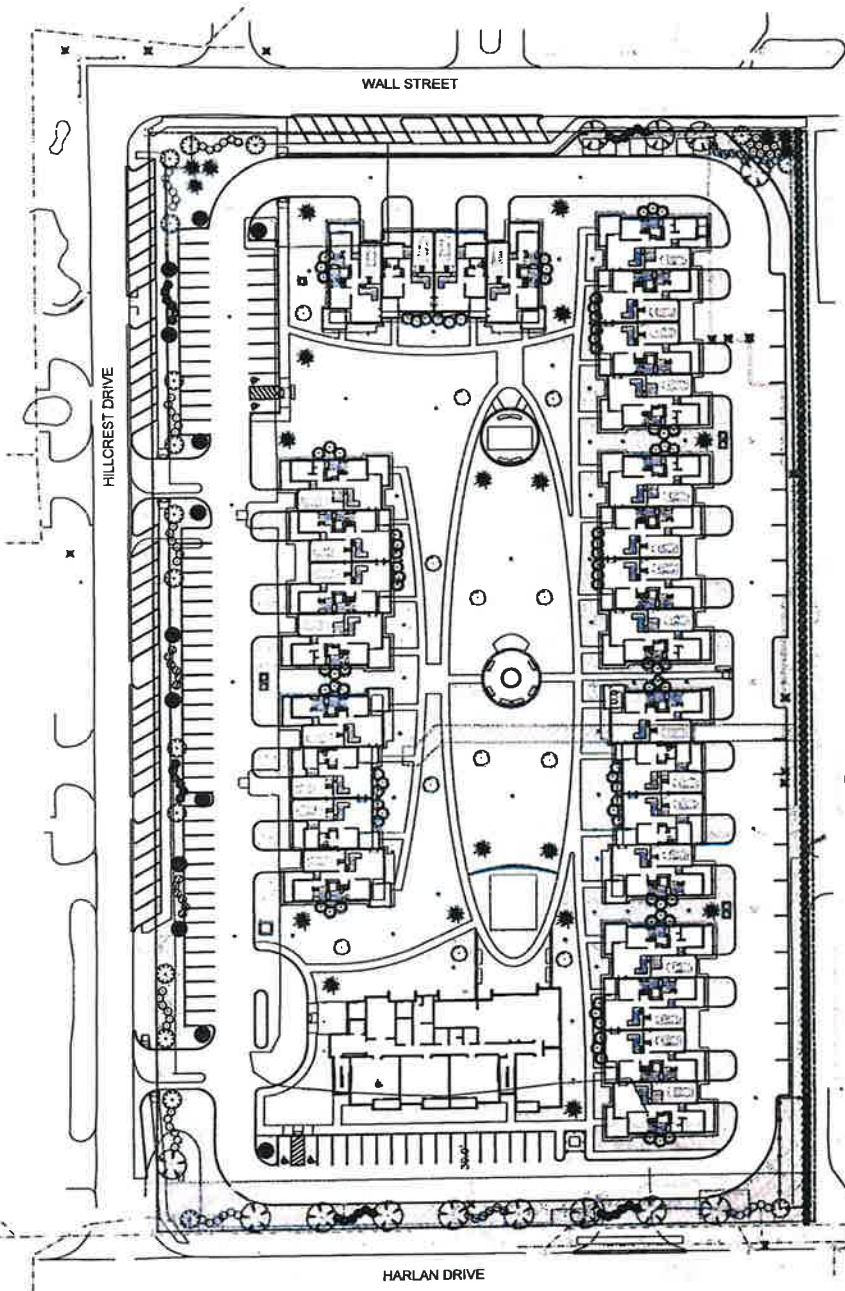


EASEMENT LEGEND

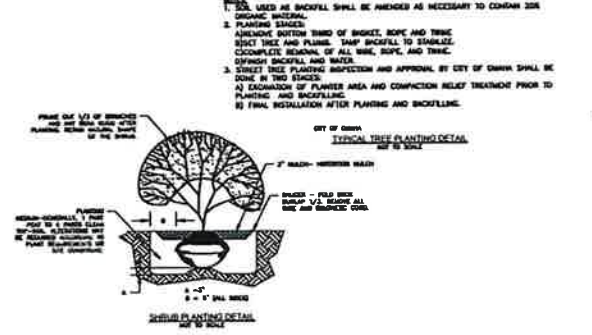
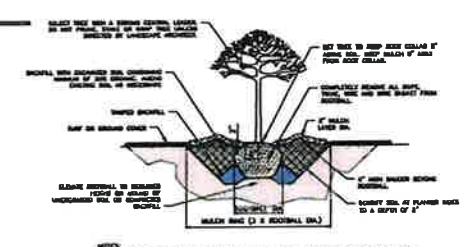
- EASEMENT GRANTED TO STATE OF NEBRASKA, RECORDED AUGUST 19, 1982 AT 10:04 A.M. IN PUBLIC BOOK 10 OF THE SHERIFF COUNTY RECORDS
- EASEMENT GRANTED TO STATE OF NEBRASKA, RECORDED AUGUST 19, 1982 AT 10:04 A.M. IN PUBLIC BOOK 10 OF THE SHERIFF COUNTY RECORDS
- EASEMENT GRANTED TO STATE OF NEBRASKA, RECORDED AUGUST 19, 1982 AT 10:04 A.M. IN PUBLIC BOOK 10 OF THE SHERIFF COUNTY RECORDS



NOTICE: This drawing is prepared by the architect and is not to be used for construction purposes without the approval of the architect. The architect is not responsible for any errors or omissions in this drawing. The architect is not responsible for any construction defects or delays caused by the contractor. The architect is not responsible for any construction defects or delays caused by the contractor. The architect is not responsible for any construction defects or delays caused by the contractor.



LEGEND



LANDSCAPE TREE SCHEDULE

QTY.	BOTANICAL NAME	COMMON NAME	PLANTING METHOD	SIZE @ PLANTING	SPACING	MATURE SPREAD	MATURE HEIGHT
OVERSTORY DECIDUOUS TREES							
10	ACER FREEMANI 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	B&B	2" CAL	AS SHOWN	35'	40'
12	QUERCUS RUBRUM	RED OAK	B&B	2" CAL	AS SHOWN	60'	60'
UNDERSTORY/ORNAMENTAL							
18	ACER GINNALA	AMUR MAPLE	B&B	2" CAL	AS SHOWN	20'	20'
13	MALLUS X PRAIRIEFRS	PRAIRIEFRS CRAB	B&B	2" CAL	AS SHOWN	15'	20'
CONIFEROUS TREE							
22	PICEA OLAUCA DENSATA	BLACKHILLS SPRUCE	B&B	6" FT.	AS SHOWN	20'	60'
DECIDUOUS SHRUBS							
24	ARONIA ARBUTIFOLIA 'BRILLIANTISSIMA'	RED CHOCHEBERRY	CONT.	5 GAL.	AS SHOWN	3'	7'
80	AMELANCHIER ALNIFOLIA 'REGENT'	REGENT SERVICEBERRY	CONT.	3 GAL.	AS SHOWN	6'	8'
84	SPIREA BETULIFOLIA 'TOR'	BIRCHLEAF SPIREA	CONT.	3 GAL.	36" O.C.	3'	3'
EVERGREEN SHRUBS							
185	JUNIPERUS CHINENSIS 'MONEY'	MONEY JANNER	CONT.	3 GAL.	6" O.C.	6'	3'

LANDSCAPE CALCULATIONS
 - RECOMMENDED LANDSCAPING AREA = 128 PROPOSED BEULS X 19 S.F./BEUL = 2,432 S.F.
 - TOTAL PROPOSED LANDSCAPING AREA = 18,681 S.F.
 - 12,891 S.F. > 2,432 S.F.

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SCHEMATIC DESIGN
FREEDOM VILLAGE



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JUN 18 2021
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2021-05-14

VIEW 1 - LOOKING EAST TO READING STRUCTURE AND NEIGHBORHOOD GREEN
FREEDOM VILLAGE



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2021-05-14

VIEW 3 - LOOKING SOUTHWEST TO APARTMENT BUILDING
FREEDOM VILLAGE



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**VIEW 4 - APARTMENT BUILDING ENTRY
FREEDOM VILLAGE**

2021-05-14



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VIEW 5 - NEIGHBORHOOD GREEN FROM NORTH
FREEDOM VILLAGE

PLANNING DEPT.

22



**FREEDOM VILLAGE -
 GARDEN HOME A**

1811 HILLCREST DR
 ELLEVUE, NE 68005

Item	No.	Date	Description

DATE	2020.02
BY	
REVISION	
DATE	20.11.2021
BY	
REVISION	

PRELIMINARY

DATE	2020.02
BY	
REVISION	
DATE	19.Jan.2020
BY	
REVISION	

ARCHITECTURAL SITE PLAN

A-101.A

- SITE PROGRAM**
- 28 GARDEN HOMES
 - 28 APARTMENTS
 - 28 GARAGE PARKING SPACES AT GARDEN HOMES
 - 28 DRIVEWAY PARKING SPACES AT GARDEN HOMES
 - 91 SURFACE PARKING REGULAR STALLS
 - 4 ACCESSIBLE PARKING
 - 95 TOTAL SURFACE PARKING (REGULAR STALLS + ACCESSIBLE PARKING)

A 4 PLEX GARDEN HOME*

- (2) 1BD+1BA+DEN+1 CAR GARAGE AT 1050 SF.
- (2) 2BD+2BA+1 CAR GARAGE AT 1250 SF.
- *AREAS DO NOT INCLUDE GARAGE

B 4 PLEX GARDEN HOME*

- (2) 2BD+2BA+1 CAR GARAGE AT 1250 SF.
- (2) 2BD+2BA+1 CAR GARAGE AT 1290 SF.
- *AREAS DO NOT INCLUDE GARAGE

C APARTMENT BUILDING (4 LEVELS)

- (21) 1BD+1BA APARTMENTS AT 845 SF.
- (7) 1BD+1BA+DEN APARTMENT AT 900 SF.
- 1470 SF. COMMUNITY ROOM ON LEVEL 1
- 430 SF. EXERCISE ROOM ON LEVEL 1

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FREEDOM VILLAGE -
 GARDEN HOME A

1811 HILLCREST DRV - LEVUE, NE 68005

FLOOR PLAN GENERAL NOTES

1. EXTERIOR STAIR WELLS ARE SHOWN WITH THEIR EXTERIOR FACE OF STEPS PLUMB WITH OUTSIDE FACE OF FINISHED WALL FLARE EDGE.
2. ALL PARTITION WALLS AND ROOM WALLS ARE DIMENSIONED FACE OF EDGE TO FACE OF EDGE OF CONCRETE SLAB. ALL DOORS AND PARTITIONS REFER TO FINISH LOCATIONS FOR ALL RESIDENT AND COMMON HALLS IDENTIFICATION.
3. DIMENSIONS ARE GIVEN ON FACE OF UNFINISHED EXTERIOR WALLS AND INTERIORS OF WALL, COLUMN, ETC.
4. REFER TO SHEET 1505 FOR FINISHED FLOOR SLAB AND SLOPE FOR FINISH FLOOR TO FINISH.
5. ALL DOOR SPRINGS AND SWELLS SHALL BE DIMENSIONED FROM WALL TO FACE OF FINISH SLAB WITH FINISH SLAB.
6. REFER TO OTHER COMPLIANCE PLANS AS REFERRED TO FOR ALL RULES AND REGULATIONS AND RELATED REQUIREMENTS.

ROOF PLAN GENERAL NOTES

1. SEE ROOF PLAN CALLOUTS FOR DIMENSIONS OF ROOF VENTS AT EACH AREA.
2. PROVIDE ROOF VENT AT ROOF VENTS WHERE SHOWN. PROVIDE OTHER TRUSSES FOR WALLS AND ROOF GABLES.
3. REFER TO ROOF PLAN SHEET FOR LOCATIONS OF ROOF WALLS. PROVIDE GABLE WALLS AND ROOF WALLS THAT ARE REQUIRED TO BE LABORED AND IMPROVED TO THE INTERIOR OF THE ROOF SPACE. PROVIDE INTERIOR WALL OF ROOF WALLS WITH CLADDING. SEE LANTZ BOGGIO SHEET 1505 FOR ACCESS TO ROOF AND INTERIOR WALLS. PROVIDE FINISH TO THE INTERIOR OF THE ROOF WALLS AND ROOF WALLS.
4. ALL ROOF VENTS TO BE CONNECTED TO UNDERGROUND SEWERAGE COLLECTOR SYSTEM OR GAS EXHAUST SYSTEM AT OFFICE. SEE SHEET 1505.
5. PROVIDE A MINIMUM OF 2" OF INSULATION, BEST AVAILABLE, OVER EXTERIOR WALLS TO ALLOW ACCESS TO ROOF WALLS. PROVIDE INSULATION TO THE INTERIOR OF THE ROOF WALLS. PROVIDE FINISH TO THE INTERIOR OF THE ROOF WALLS AND ROOF WALLS.
6. ALL PIPES ON ROOF TO BE TRIMMED BLACK.
7. ALL INTERIOR CHIMNEY CHIMNEYS THROUGH THE ROOF TO EXTERIOR WALLS AND THROUGH EXTERIOR WALLS TO BE 18" DIA. OR PLUMBING VENTS FOR GAS AND ROOFING. PROVIDE FINISH TO THE INTERIOR OF THE ROOF WALLS AND ROOF WALLS.

Sheet	No.	Date	Description

Project Name:
 Issue / Date:
 1505/2020/1505 (1505)
 1505/2020/1505 (1505)

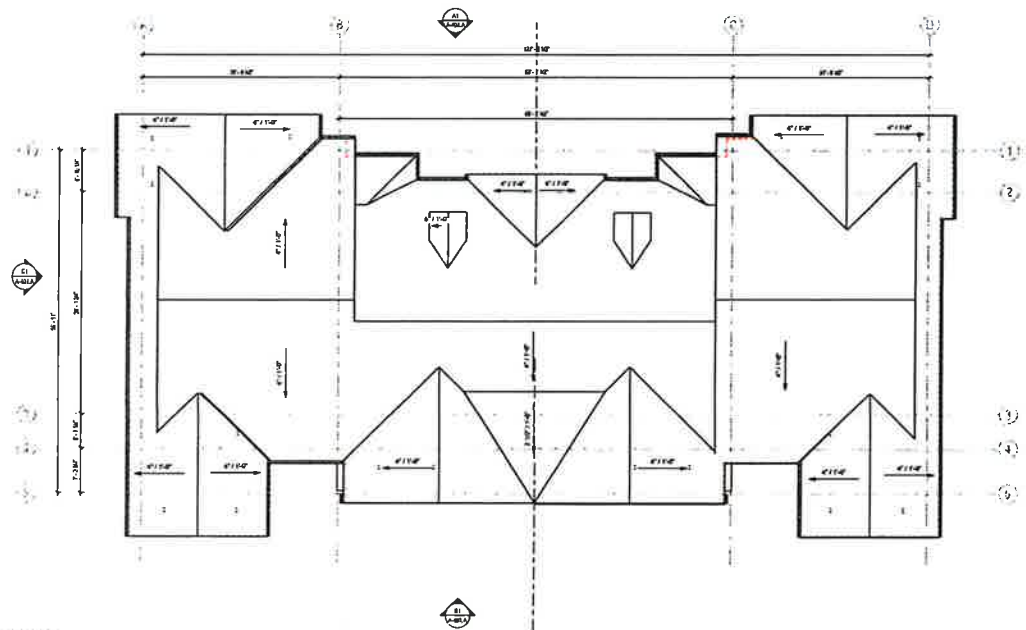
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PRELIMINARY

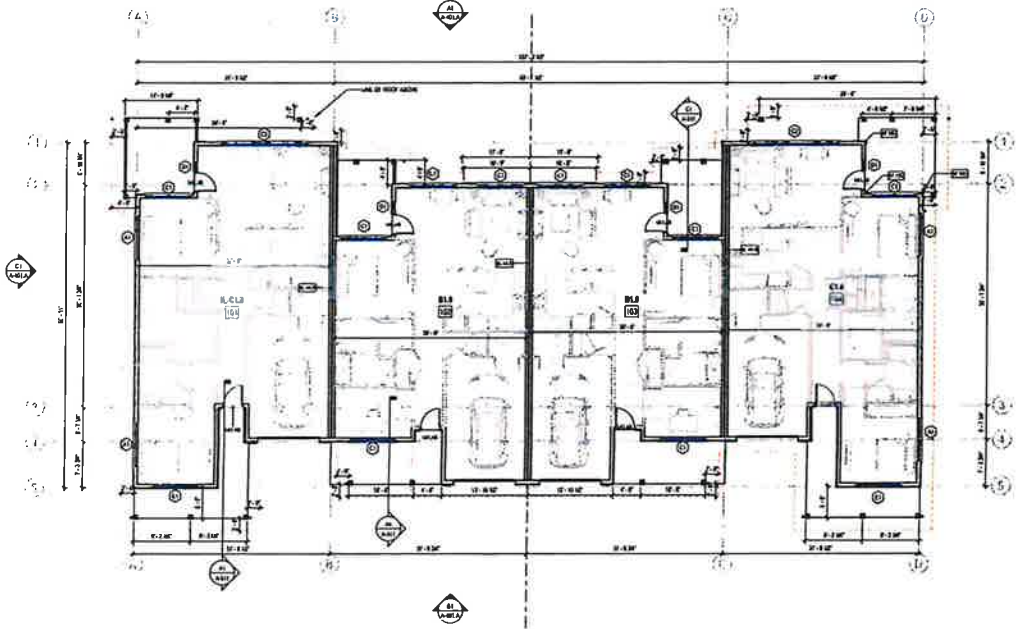
Project No.:

LBA Project # 2020-24
 Date 15 Jan 2020
 Drawn by: Author
 Checked by: Checker

OVERALL FLOOR & ROOF PLAN
 A-210.A



B1 OVERALL ROOF PLAN
 1/2" = 1'-0"



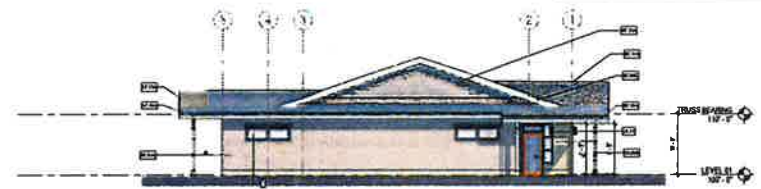
A1 LEVEL 01 OVERALL FLOOR PLAN
 1/8" = 1'-0"

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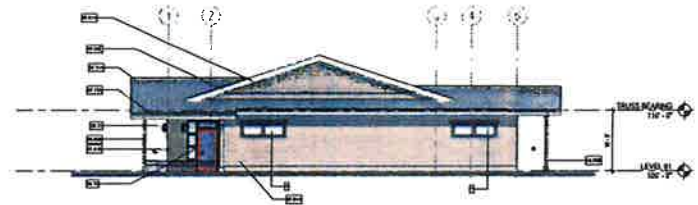
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 8/13/2021 10:47:45 AM

EXTERIOR ELEVATION - SIDE OF HOUSE
 TRANSMISSION TOWER, WINDS WINDSHIELD ELEVATION
 WINDS WINDSHIELD ELEVATION

REVISION	DATE	DESCRIPTION
1	05/11/2021	ISSUED FOR PERMITS
2	05/11/2021	ISSUED FOR PERMITS
3	05/11/2021	ISSUED FOR PERMITS
4	05/11/2021	ISSUED FOR PERMITS
5	05/11/2021	ISSUED FOR PERMITS
6	05/11/2021	ISSUED FOR PERMITS
7	05/11/2021	ISSUED FOR PERMITS
8	05/11/2021	ISSUED FOR PERMITS
9	05/11/2021	ISSUED FOR PERMITS
10	05/11/2021	ISSUED FOR PERMITS
11	05/11/2021	ISSUED FOR PERMITS
12	05/11/2021	ISSUED FOR PERMITS
13	05/11/2021	ISSUED FOR PERMITS
14	05/11/2021	ISSUED FOR PERMITS
15	05/11/2021	ISSUED FOR PERMITS
16	05/11/2021	ISSUED FOR PERMITS
17	05/11/2021	ISSUED FOR PERMITS
18	05/11/2021	ISSUED FOR PERMITS
19	05/11/2021	ISSUED FOR PERMITS
20	05/11/2021	ISSUED FOR PERMITS



D1 EXTERIOR ELEVATION - SIDE
 1/4" = 1'-0"



C1 EXTERIOR ELEVATION - SIDE
 1/4" = 1'-0"



B1 EXTERIOR ELEVATION - GARAGE SIDE
 1/4" = 1'-0"



A1 EXTERIOR ELEVATION FACING PARK
 1/4" = 1'-0"

LANKA BOGGIO
 ARCHITECTS
 800 875 Park | Suite 201 | Englewood | CO 80111 | Ph. 303.773.2634

**FREEDOM VILLAGE -
 GARDEN HOME A**

1811 HILLCREST DR
 LLEVUE, NE 68005

Item	No.	Date	Description

Project Status: New
 Remodel
 Addition
 Other

Issue: 1811 Hillcrest Drive, Levellue, NE
 Date: 05.11.2021

PRELIMINARY

ISA Project # 2020-24
 Date: 05 Jun 2020
 Drawn by: Author
 Checked by: Checker

EXTERIOR ELEVATIONS

A-401.A

NOT FOR CONSTRUCTION

1811 Hillcrest Drive, Levellue, NE 68005
 Project No. 2020-24
 Date: 05 Jun 2020
 Drawn by: Author
 Checked by: Checker
 05/11/2021 10:00 AM
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FREEDOM VILLAGE BUILDING A

1181 Hillcrest • Edina, MN • 55425

Date	Rev.	Date	Description

Project Name: _____

Issue / Revision: _____

Date: _____

Author: _____

Checked by: _____

Project: _____

PRELIMINARY

LBA Project # 2020 2400 UNIT

Date: _____

Checked by: _____

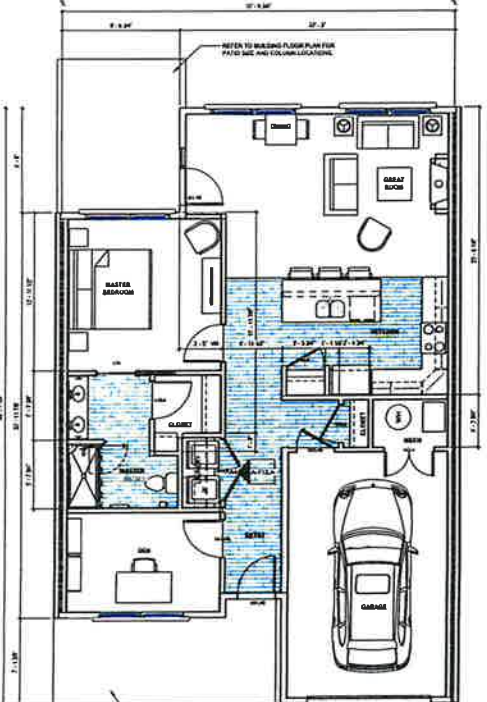
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Checked by: _____

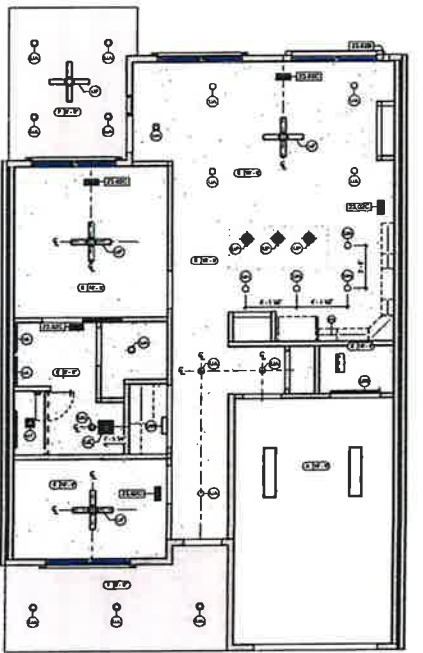
ENLARGED UNIT PLAN AND RCP

A-712.A

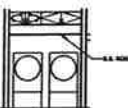
NOT FOR CONSTRUCTION



A1 ENLARGED UNIT PLAN - UNIT B1.0



A3 ENLARGED UNIT RCP - UNIT B1.0



A4 LAUNDRY ELEV.

FINISH GENERAL NOTES

- DESIGN AND CONSTRUCTION OF FINISHES TO MEET ALL APPLICABLE INSTALLATION AND FINISHING STANDARDS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS. PLEASE VERIFY AND OBTAIN ANY NECESSARY PERMITS, APPROVALS AND INSPECTIONS FROM LOCAL AUTHORITIES.
- CARPET INSTALLATION SHALL COMPLY WITH THE CARPETING CONTRACT DOCUMENTS PUBLISHED BY THE NATIONAL CARPET INSTALATION LIAISON BOARD AND SHALL BE IN STRICT ACCORDANCE WITH ALL MANUFACTURER'S REQUIREMENTS. PRODUCT IS TO BE SELECTIONS AND APPEARANCE. CARPET SHALL BE 60 OZ. PER SQ. YD. WITH A PILE HEIGHT OF 1/2".
- WALL PAPER SHALL BE 35 OZ. PER SQ. YD. WITH A PILE HEIGHT OF 1/4".
- WALLS TO BE FINISHED WITH FIRE RESISTANT Gypsum BOARD WITH TYPE X Gypsum BOARD TO 5' 0" ABOVE FINISH FLOOR.
- ALL CEILING TO BE FINISHED WITH Gypsum BOARD TO 5' 0" ABOVE FINISH FLOOR. TYPE X Gypsum BOARD TO BE USED IN ALL AREAS EXCEPT IN AREAS SPECIFICALLY NOTED OTHERWISE.
- CEILING JOISTS SHALL BE FINISHED WITH Gypsum BOARD TO 5' 0" ABOVE FINISH FLOOR. TYPE X Gypsum BOARD TO BE USED IN ALL AREAS EXCEPT IN AREAS SPECIFICALLY NOTED OTHERWISE.
- WOOD FLOORING TO BE FINISHED WITH FINISH GRADE Gypsum BOARD TO 5' 0" ABOVE FINISH FLOOR. TYPE X Gypsum BOARD TO BE USED IN ALL AREAS EXCEPT IN AREAS SPECIFICALLY NOTED OTHERWISE.
- WOOD FLOORING TO BE FINISHED WITH FINISH GRADE Gypsum BOARD TO 5' 0" ABOVE FINISH FLOOR. TYPE X Gypsum BOARD TO BE USED IN ALL AREAS EXCEPT IN AREAS SPECIFICALLY NOTED OTHERWISE.

FINISH WORKING NOTES:

REFER TO FINISH SCHEDULE FOR FINISH SCHEDULES.

FLOOR FINISH COLOR LEGEND:

- Light Gray: Carpet (3/4")
- Dark Gray: Carpet (3/4")

Key Legend

Key Value: _____

Keynote Text: _____

CEILING PLAN GENERAL NOTES

- CEILING FINISHES TO BE AS SHOWN.
- CONSTRUCTION TO COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS.
- ALL CEILING FINISHES TO BE FINISHED WITH FINISH GRADE Gypsum BOARD TO 5' 0" ABOVE FINISH FLOOR. TYPE X Gypsum BOARD TO BE USED IN ALL AREAS EXCEPT IN AREAS SPECIFICALLY NOTED OTHERWISE.
- WOOD FLOORING TO BE FINISHED WITH FINISH GRADE Gypsum BOARD TO 5' 0" ABOVE FINISH FLOOR. TYPE X Gypsum BOARD TO BE USED IN ALL AREAS EXCEPT IN AREAS SPECIFICALLY NOTED OTHERWISE.
- WOOD FLOORING TO BE FINISHED WITH FINISH GRADE Gypsum BOARD TO 5' 0" ABOVE FINISH FLOOR. TYPE X Gypsum BOARD TO BE USED IN ALL AREAS EXCEPT IN AREAS SPECIFICALLY NOTED OTHERWISE.

CEILING PLAN SYMBOLS LEGEND

ELECTRICAL SYMBOLS

- CEILING FAN LIGHT
- INTERCOM LIGHT
- EXTENSION LIGHT
- SEALED PENETRATION (SPT)
- FLUORESCENT FIXTURE
- CHANSEL LINE INDICATOR
- Ceiling Fan w/ Heli Lamp

Mechanical / Low Voltage & Misc. Ceiling Symbols

- MECHANICAL CHANGES
- SUPPLY DIFFUSER
- RETURN AIR GRILL
- Return Air Grille
- Grille
- Ceiling Fan w/ Heli Lamp
- Supply Air Grille
- Return Air Grille
- Grille
- Ceiling Fan w/ Heli Lamp

CEILING TYPE LEGEND

CEILING TAG

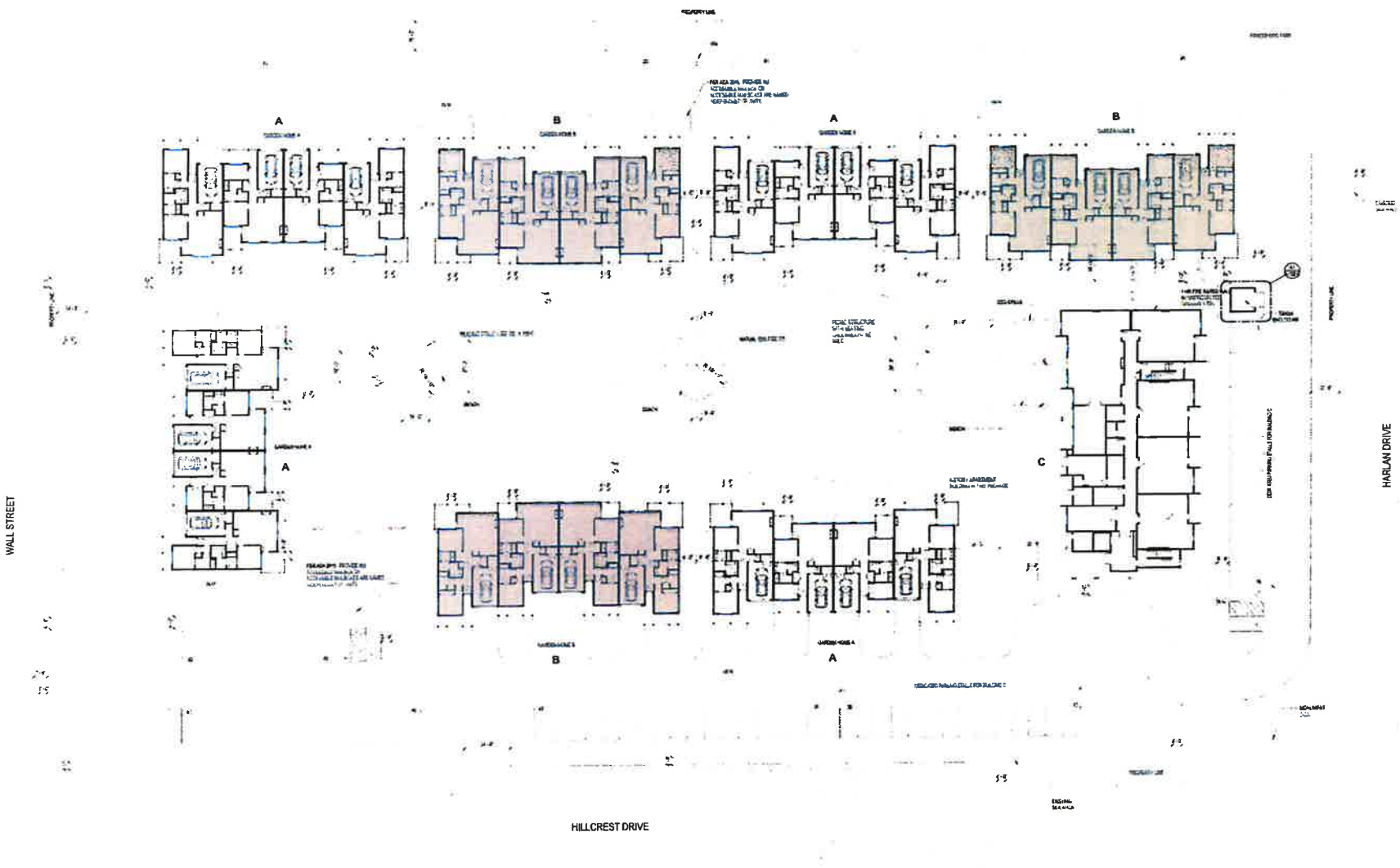
- TYPE 1
- TYPE 2
- TYPE 3

TYPE 1: POP BOARD ON WOOD JOISTS, PROVIDE LEVEL 4 FLOOR AND PERFORM FINISH.

TYPE 2: WALL TOP UP BOARD ON WOOD JOISTS, PROVIDE LEVEL 4 FLOOR AND PERFORM FINISH.

TYPE 3: FINISH CEILING BEARING GYP BOARD.

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**HILLCREST FREEDOM
 VILLAGE - GARDEN
 HOME B**

1181 HILLCREST DRIVE, LEVUE, NE 68005

Item #	File	Date	Description

Project Name: _____
 Date: _____
 Scale: 1/8" = 1'-0" (AS SHOWN)
 Date: _____
 Scale: _____

PRELIMINARY

Site Plan #	2020-24
Date	
Drawn by	
Checked by	

ARCHITECTURAL SITE PLAN

SITE PROGRAM

- 28 GARDEN HOMES
- 28 APARTMENTS
- 28 GARAGE PARKING SPACES AT GARDEN HOMES
- 28 DRIVEWAY PARKING SPACES AT GARDEN HOMES
- 91 SURFACE PARKING REGULAR STALLS
- 4 ACCESSIBLE PARKING
- 95 TOTAL SURFACE PARKING (REGULAR STALLS + ACCESSIBLE PARKING)

A 4 PLEX GARDEN HOME*

- (2) 1BD+1BA+DEN+1 CAR GARAGE AT 1050 SF.
- (2) 2BD+2BA+1 CAR GARAGE AT 1250 SF.
- *AREAS DO NOT INCLUDE GARAGE

B 4 PLEX GARDEN HOME*

- (2) 2BD+2BA+1 CAR GARAGE AT 1250 SF.
- (2) 1BD+1BA+DEN APARTMENT AT 900 SF.
- *AREAS DO NOT INCLUDE GARAGE

C APARTMENT BUILDING (4 LEVELS)

- (2) 1BD+1BA APARTMENTS AT 845 SF.
- (7) 1BD+1BA+DEN APARTMENT AT 900 SF.
- 1470 SF. COMMUNITY ROOM ON LEVEL 1
- 430 SF. EXERCISE ROOM ON LEVEL 1

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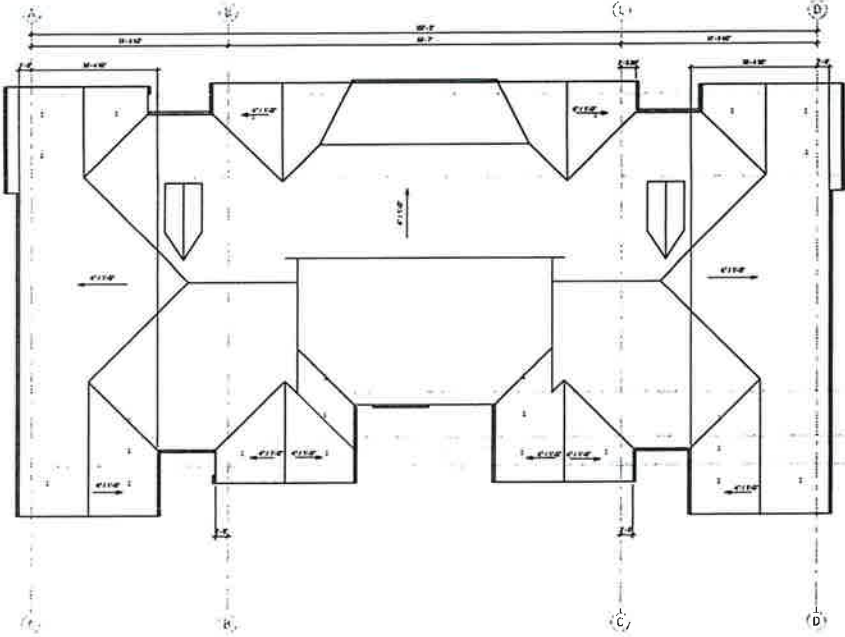
A1 SITE PLAN

NOT FOR CONSTRUCTION

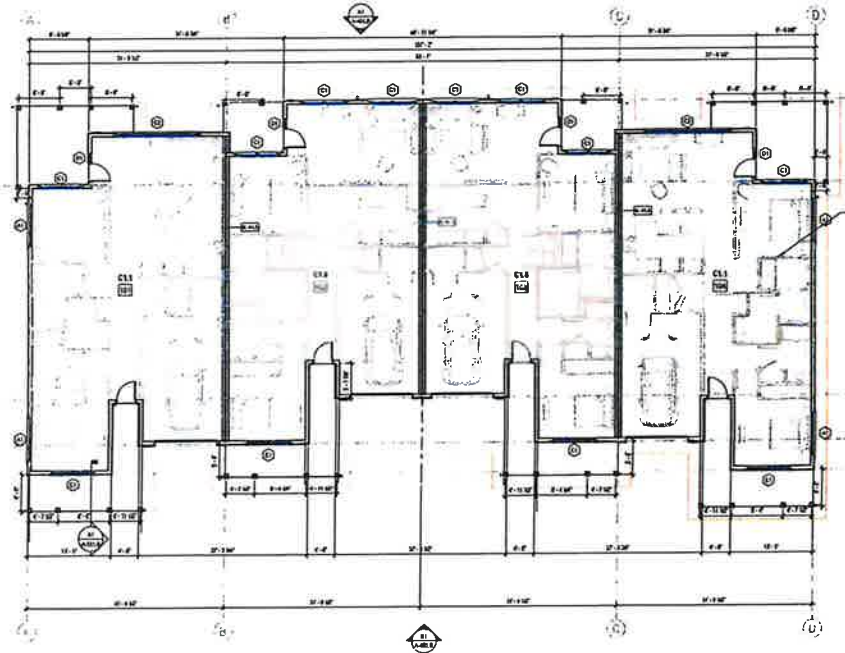
A-101.B

2020-24 Hillcrest Freedom Village - Garden Home B
 03/18/21 1:03:31 PM
 Lantz-Boggio Architects & Interior Designers, 860 97th Street, Suite 200, Omaha, NE 68114 | PH: 402.333.1111
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10/21/2021 10:53:33 AM
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 User: JEFFREY_BOGGIO
 Plot Date: 10/21/2021 10:53:33 AM
 Plot Name: A-210.B



B1 OVERALL ROOF PLAN



A1 LEVEL 01 OVERALL FLOOR PLAN

- ### FLOOR PLAN GENERAL NOTES
1. EXISTING WALLS SHALL BE REMOVED FROM THE EXTERIOR FACE OF EXISTING FOUNDATION WALLS TO THE FACE OF THE EXISTING WALL. ALL DEMOLITION SHALL BE TO THE EXTERIOR FACE OF THE EXISTING WALL FOR ALL EXTERIOR AND INTERIOR WALLS.
 2. GRID LINES AND LOCATIONS OF EXISTING WALLS SHALL BE SHOWN AND CENTERLINE OF THEM SHALL BE SHOWN.
 3. REFER TO SHEET AND SERIES DRAWINGS FOR UNFINISHED FLOOR PLAN.
 4. REFER TO FINISH PLAN FOR ALL FLOOR FINISH AND FLOOR FINISH LOCATIONS, FLOOR SLABS TO OTHERS.
 5. ALL ROOF STRUCTURES WILL BE SPECIFICALLY INDICATED IN FLOOR PLAN. WALLS LOCATED OFF FROM FACE OF ADJACENT WALL SHALL BE SHOWN.
 6. REFER TO EXISTING COMPLIANCE PLANS FOR ALL EXISTING WALLS FOR ALL WALL LOCATIONS AND FINISH REQUIREMENTS.

- ### ROOF PLAN GENERAL NOTES
1. SEE ROOF RISE CALCULATIONS FOR DIMENSIONS OF ROOF VALLES AT EACH END.
 2. PROVIDE ROOF RISE AT EACH END OF EACH VALLE TO BE SHOWN ON THE EXISTING ROOF PLAN.
 3. REFER TO SITE SAFETY PLAN FOR LOCATIONS OF ROOF VALLES. THE LOCATIONS OF ROOF VALLES AND FIRE WALLS SHALL BE SHOWN TO BE COMPLIANT WITH THE CITY OF DENVER. ALL FIRE WALLS SHALL BE SHOWN TO BE COMPLIANT WITH THE CITY OF DENVER. ALL ROOF VALLES SHALL BE SHOWN TO BE COMPLIANT WITH THE CITY OF DENVER. ALL ROOF VALLES SHALL BE SHOWN TO BE COMPLIANT WITH THE CITY OF DENVER. ALL ROOF VALLES SHALL BE SHOWN TO BE COMPLIANT WITH THE CITY OF DENVER.
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 6. ALL ROOF VALLES TO BE SHOWN TO BE COMPLIANT WITH THE CITY OF DENVER. ALL ROOF VALLES SHALL BE SHOWN TO BE COMPLIANT WITH THE CITY OF DENVER. ALL ROOF VALLES SHALL BE SHOWN TO BE COMPLIANT WITH THE CITY OF DENVER.
 7. ALL ROOF VALLES TO BE SHOWN TO BE COMPLIANT WITH THE CITY OF DENVER. ALL ROOF VALLES SHALL BE SHOWN TO BE COMPLIANT WITH THE CITY OF DENVER. ALL ROOF VALLES SHALL BE SHOWN TO BE COMPLIANT WITH THE CITY OF DENVER.

LANITZ BOGGIO
 ARCHITECTS
 1885 CTE Plaza | Suite 201 | Englewood, CO 80111 | Ph: 303.773.2444

**HILLCREST FREEDOM
 VILLAGE - GARDEN
 HOME B**

1181 HILLCREST DR | LEVUE, NE 68005

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Issue	No.	Date	Description

Sheet 7
 1885 CTE Plaza, Suite 201, Englewood, CO 80111

PRELIMINARY
 USA Project # 2020.24
 Date:
 Drawn by: Author
 Checked by: Checker

OVERALL FLOOR PLAN & ROOF PLAN

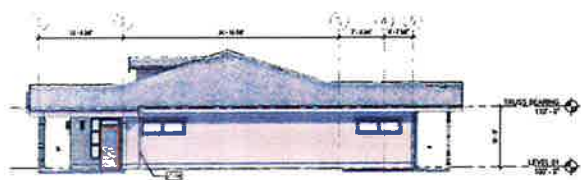
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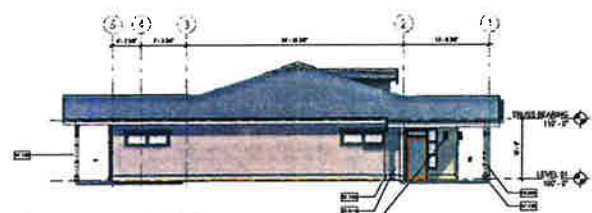
1000 West 10th Street, Suite 100, Lincoln, NE 68502
 (402) 441-1111
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ITEM NUMBER	DESCRIPTION	REVISION
001	GENERAL NOTES	
002	FOUNDATION	
003	FLOORING	
004	CEILING	
005	WALLS	
006	ROOFING	
007	MECHANICAL	
008	ELECTRICAL	
009	PLUMBING	
010	PAINT	
011	FINISHES	

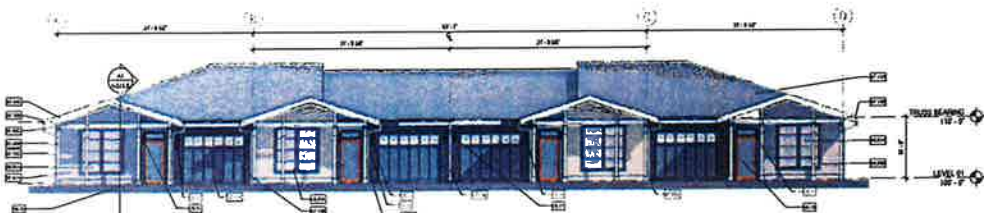
EXTERIOR FINISHES - BASES OF STAIRS
 SHALL BE CONCRETE, UNLESS OTHERWISE NOTED
 SEE SECTION 05100-01-00



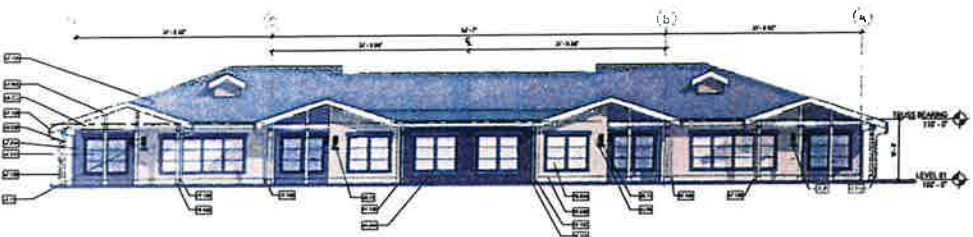
D1 OVERALL WEST ELEVATION
 10' x 11'



D4 OVERALL EAST ELEVATION
 10' x 11'



B1 EXTERIOR ELEVATION GARAGE SIDE
 10' x 11'



A1 EXTERIOR ELEVATIONS PARK SIDE
 10' x 11'

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LANTZ BOGGIO
 ARCHITECTS
 3000 N. 10th Street, Suite 100
 Lincoln, NE 68502

**HILLCREST FREEDOM
 VILLAGE - GARDEN
 HOME B**

1181 HILLCREST DR LINCOLN, NE 68505

Rev	Date	Description

Project Name: _____
 Sheet #: _____
 Date: _____
 Author: _____
 Checked by: _____

PRELIMINARY

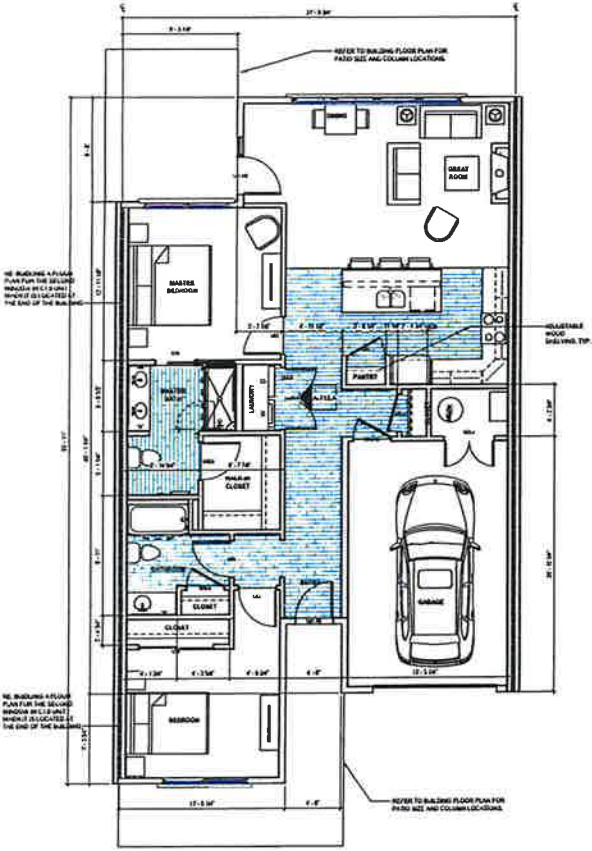
LBA Project #: 2020-24
 Date: _____
 Author: _____
 Checked by: _____

EXTERIOR ELEVATIONS

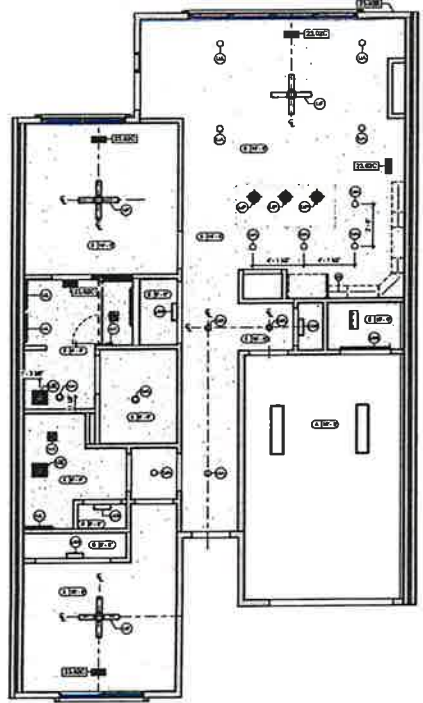
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NOT FOR CONSTRUCTION

6/13/2021 7:10:20 PM
 REVISION: SEE REVISIONS TO THIS PLAN FOR ALL CHANGES TO THE DESIGN AND CONSTRUCTION OF THIS PROJECT. ALL CHANGES SHALL BE MADE TO THIS PLAN AND THE CONTRACT DOCUMENTS SHALL BE REVISIONED TO REFLECT ALL CHANGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



A1 ENLARGED UNIT PLAN - UNIT C1.0
10' x 10'



A3 ENLARGED UNIT RCP - UNIT C1.0
10' x 10'

FINISH GENERAL NOTES

1. CONSULT WITH SUBMITTAL CONTRACTOR TO VERIFY ALL APPROVED AND CALIBRATED CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. CARPET INSTALLATION SHALL COMPLY WITH THE REQUIREMENTS SPECIFIED IN THE ARCHITECTURAL SPECIFICATIONS AND SHALL ALSO COMPLY WITH THE REQUIREMENTS OF THE CARPET MANUFACTURER'S INSTALLATION MANUAL. CARPET SHALL BE FULLY MATCHED THROUGHOUT THE ENTIRE PROJECT.
3. ALL INTERIORS SHALL BE FINISHED WITH THE SAME LEVEL OF FINISHES THROUGHOUT THE ENTIRE PROJECT.
4. ALL INTERIORS SHALL BE FINISHED WITH THE SAME LEVEL OF FINISHES THROUGHOUT THE ENTIRE PROJECT.
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19. ALL INTERIORS SHALL BE FINISHED WITH THE SAME LEVEL OF FINISHES THROUGHOUT THE ENTIRE PROJECT.
20. ALL INTERIORS SHALL BE FINISHED WITH THE SAME LEVEL OF FINISHES THROUGHOUT THE ENTIRE PROJECT.

FINISH WORKING NOTES:

FLOOR FINISH COLOR LEGEND:

- Carpet (CFC)

Key Values | **Keynote Text**

CEILING PLAN GENERAL NOTES

BLDG A AND B

1. ALL CEILING FINISHES SHALL BE FINISHED WITH THE SAME LEVEL OF FINISHES THROUGHOUT THE ENTIRE PROJECT.
2. ALL CEILING FINISHES SHALL BE FINISHED WITH THE SAME LEVEL OF FINISHES THROUGHOUT THE ENTIRE PROJECT.
3. ALL CEILING FINISHES SHALL BE FINISHED WITH THE SAME LEVEL OF FINISHES THROUGHOUT THE ENTIRE PROJECT.
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CEILING PLAN SYMBOLS LEGEND

LIGHTING SYMBOLS

- Recessed Canlight
- Surface Canlight
- Drop Fixture (Grid)
- Track Lighting
- Recessed Fan
- Recessed Fan with Heat Lamp

Mechanical Low Voltage & Misc. Ceiling Symbols

- Supply Diffuser
- Return Air Grill
- Recessed Fan
- Recessed Fan with Heat Lamp
- Access Panels & Roof Access Hatches
- Smoke Detector
- Commander Mount & Camera Mounting Bracket

CEILING TYPE LEGEND

- Grid
- Drop Board on Wood Frame
- Walled Drop Board on Wood Frame
- Free-Beam Recessed Grid Board

Notes:

1. PROVIDE COP BY CONTRACTOR. RECESS EVERY 2 FEET BY EACH DIMENSION, OR MORE "T".
2. PROVIDE COP BY CONTRACTOR. RECESS EVERY 2 FEET BY EACH DIMENSION, OR MORE "T".
3. PROVIDE COP BY CONTRACTOR. RECESS EVERY 2 FEET BY EACH DIMENSION, OR MORE "T".

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LANTZ BOGGIO
ARCHITECTS & INTERIORS, LLC
181 Hillcrest | Bellevue, WA 98005 | PH: 206.274.1100

FREEDOM VILLAGE
BUILDING A
BUILDING B
 1181 Hillcrest | Bellevue, WA

Item	Rev.	Date	Description

PRELIMINARY

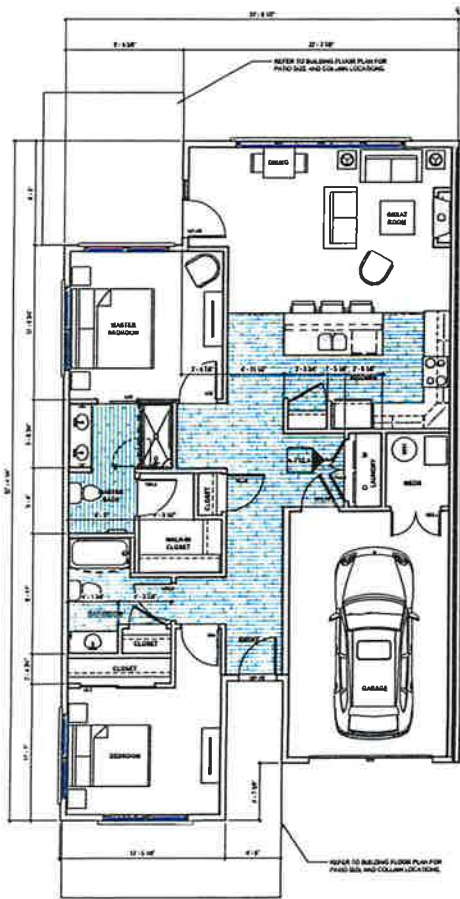
LEA Project # 2020-2021 LEA1
 Date: 06/18/2021
 Drawn by: [Name]
 Author: [Name]
 Checked by: [Name]
 Checker: [Name]

ENLARGED UNIT PLAN
AND RCP

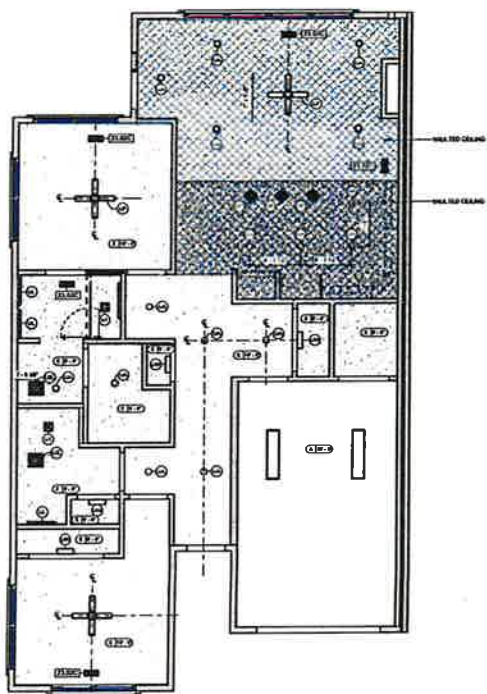
A-713.AB

NOT FOR CONSTRUCTION

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



A1 ENLARGED UNIT PLAN - UNIT C1.1
10' x 10'



A3 ENLARGED UNIT RCP - UNIT C1.1
10' x 10'

FINISH GENERAL NOTES

- SEARCH EXISTING DRAWINGS AND SPECIFICATIONS TO VERIFY ALL APPLICABLE INSTALLATION AND CONSTRUCTION DETAILS AND VERIFY TO MATCH THE CONTRACT DOCUMENTS. PLEASE VERIFY ALL DIMENSIONS AND CONDITIONS WITH THE ARCHITECT PRIOR TO ANY CONSTRUCTION.
- CARPET INSTALLATION SHALL COMPLY WITH THE REQUIREMENTS SPECIFIED AS FURNISHED BY THE ARCHITECT. CARPET SHALL BE INSTALLED OVER A SMOOTH, LEVEL, AND CLEAN SUBSTRATE. CARPET SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE AN ANTI-SLIP FINISH TO ALL CARPETED AREAS.
- FINISH FLOORING SHALL BE INSTALLED OVER ALL AREAS WHERE FINISHES ARE TO BE INSTALLED. PROVIDE A FINISH FLOORING OVER ALL AREAS WHERE FINISHES ARE TO BE INSTALLED. PROVIDE A FINISH FLOORING OVER ALL AREAS WHERE FINISHES ARE TO BE INSTALLED.
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- INSTALLATION OF FINISH FLOORING SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE AN ANTI-SLIP FINISH TO ALL CARPETED AREAS.

FINISH WORKING NOTES:

REFER TO UNIT RCP FOR FINISH FLOORING.

FLOOR FINISH COLOR LEGEND:

- Light Blue: Carpet (CPT)
- Light Green: Carpet (CPT)
- Light Yellow: Carpet (CPT)

Keynote Legend:

Key Value	Keynote Text
23.02B	PLASTIC COVERED WALL CAP, PAINTED TO MATCH EXTERIOR, SEE MECH.
23.02C	CEILING SUPPLY GRILLE COORDINATED W/ LIGHT FIXTURES; FIELD VERIFY, SEE MECH.

CEILING PLAN GENERAL NOTES BLDG A AND B

- CEILING HEIGHTS INDICATED ARE MINIMUMS.
- CONTRACTOR IS RESPONSIBLE TO CONSULT WITH ARCHITECT PRIOR TO ANYING CHANGES OR ALTERING CEILING HEIGHTS INDICATED.
- ALL MECHANICAL AND ELECTRICAL SYMBOLS SHALL BE INSTALLED IN ACCORDANCE WITH THE UNIT RCP.
- REFER TO ARCHITECT DRAWINGS FOR LIGHT FIXTURE SPECIFICATIONS.
- ALL MECHANICAL AND ELECTRICAL SYMBOLS SHALL BE INSTALLED IN ACCORDANCE WITH THE UNIT RCP.
- REFER TO ARCHITECT DRAWINGS FOR LIGHT FIXTURE SPECIFICATIONS.
- ALL MECHANICAL AND ELECTRICAL SYMBOLS SHALL BE INSTALLED IN ACCORDANCE WITH THE UNIT RCP.
- REFER TO ARCHITECT DRAWINGS FOR LIGHT FIXTURE SPECIFICATIONS.
- ALL MECHANICAL AND ELECTRICAL SYMBOLS SHALL BE INSTALLED IN ACCORDANCE WITH THE UNIT RCP.
- REFER TO ARCHITECT DRAWINGS FOR LIGHT FIXTURE SPECIFICATIONS.

CEILING PLAN SYMBOLS LEGEND

ELECTRICAL SYMBOLS:

- LA: ELECTRICAL SYMBOL
- LA1: REEFER CASE LIGHT
- LA2: EXTERIOR CASE LIGHT
- LA3: REAR PLUMBING (SINK)
- LA4: PLUMBING FIXTURE
- LA5: EXHAUST FAN WITH LIGHT
- LA6: CEILING FAN

MECHANICAL SYMBOLS:

- MA: MECHANICAL SYMBOL
- MA1: CEILING AIR (DIFF)
- MA2: MECHANICAL SYMBOL
- MA3: MECHANICAL SYMBOL
- MA4: MECHANICAL SYMBOL
- MA5: MECHANICAL SYMBOL
- MA6: MECHANICAL SYMBOL
- MA7: MECHANICAL SYMBOL
- MA8: MECHANICAL SYMBOL
- MA9: MECHANICAL SYMBOL
- MA10: MECHANICAL SYMBOL

MECHANICAL LOW VOLTAGE & MISC. CEILING SYMBOLS

- ME: MECHANICAL SYMBOL
- ME1: MECHANICAL SYMBOL
- ME2: MECHANICAL SYMBOL
- ME3: MECHANICAL SYMBOL
- ME4: MECHANICAL SYMBOL
- ME5: MECHANICAL SYMBOL
- ME6: MECHANICAL SYMBOL
- ME7: MECHANICAL SYMBOL
- ME8: MECHANICAL SYMBOL
- ME9: MECHANICAL SYMBOL
- ME10: MECHANICAL SYMBOL

CEILING TYPE LEGEND

CEILING TAG:

- CL1: CEILING TAG
- CL2: CEILING TAG
- CL3: CEILING TAG
- CL4: CEILING TAG
- CL5: CEILING TAG
- CL6: CEILING TAG
- CL7: CEILING TAG
- CL8: CEILING TAG
- CL9: CEILING TAG
- CL10: CEILING TAG
- CL11: CEILING TAG
- CL12: CEILING TAG

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ARCHITECTS & INTERIORS, INC.
800 375 7700 | 408 281 8800 | www.lantz-boggio.com

FREEDOM VILLAGE
BUILDING B
 1181 Hillcrest Bellevue NE

Item No.	Date	Description

Project Name: _____
 Issue / Date: _____
 CO. SHEET NUMBER: _____

PRELIMINARY

(If a Project # 2020 2600 LINE)
 Date: _____
 Drawn by: _____
 Checked by: _____

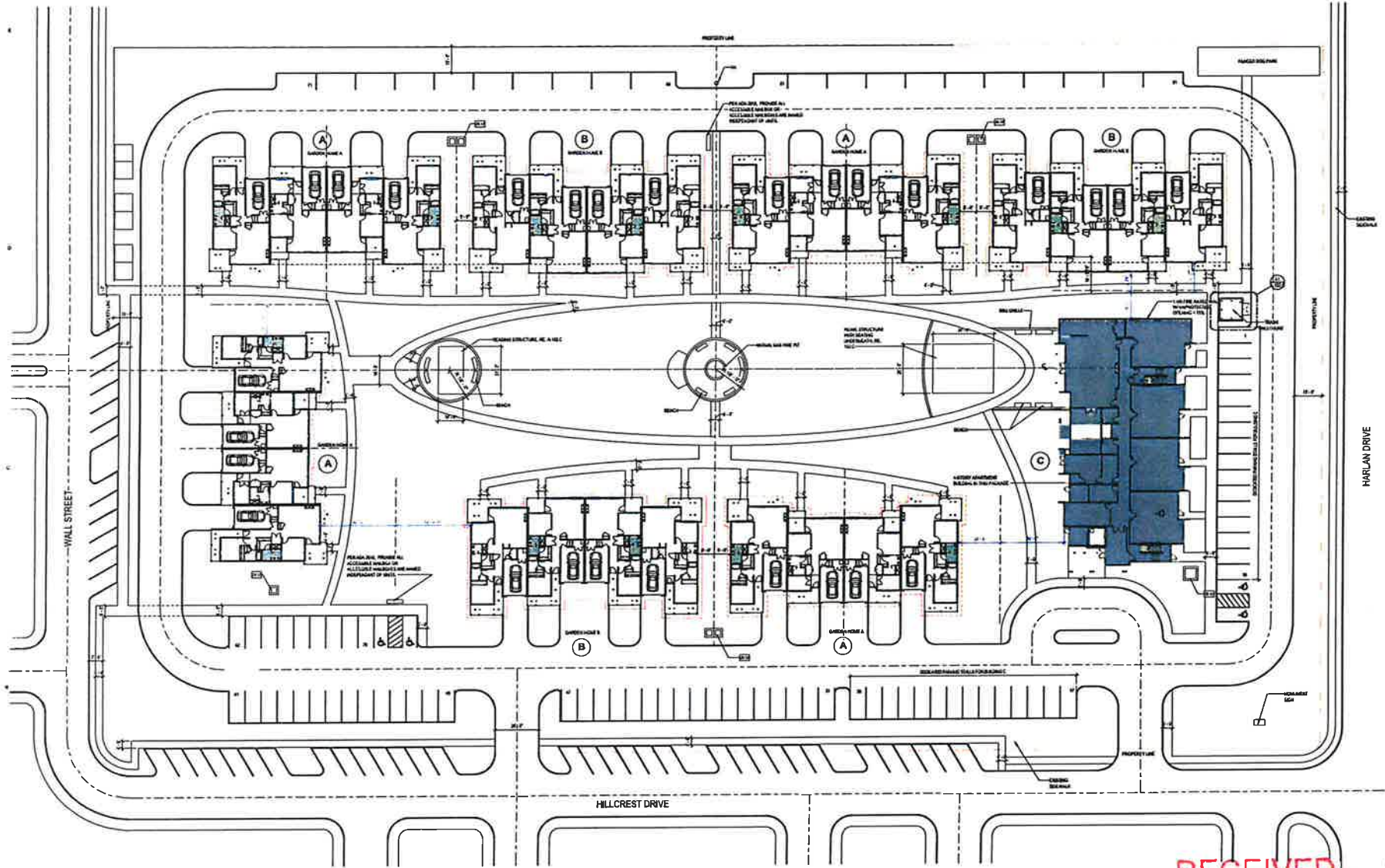
ENLARGED UNIT PLAN AND RCP

A-714.B

NOT FOR CONSTRUCTION

REVISED	REVISION

LANTZ BOGGIO
 Architects & Planners
 14015 NE 135th Ave, Suite 200, Bellevue, WA 98005
 (206) 835-1000



**FREEDOM VILLAGE
 BUILDING C**

1811 HILLCREST DRIVE, BELLEVUE, NE 68005

Item	No.	Date	Description

Project Name: _____
 Scale: _____ Date: _____
 100% DESIGN (DATE) _____ (06.11.2021)

PRELIMINARY

100% Project # 2020-2400
 Date: _____
 Drawn by: _____ Author: _____
 Checked by: _____ Checker: _____

ARCHITECTURAL SITE PLAN

A-101.C

- SITE PROGRAM**
- 28 GARDEN HOMES
 - 28 APARTMENTS
 - 28 GARAGE PARKING SPACES AT GARDEN HOMES
 - 28 DRIVEWAY PARKING SPACES AT GARDEN HOMES
 - 91 SURFACE PARKING REGULAR STALLS
 - 4 ACCESSIBLE PARKING
 - 95 TOTAL SURFACE PARKING (REGULAR STALLS + ACCESSIBLE PARKING)

A 4 PLEX GARDEN HOME*
 (2) 1BD+1BA+DEN+1 CAR GARAGE AT 1050 SF.
 (2) 2BD+2BA+1 CAR GARAGE AT 1250 SF.
 *AREAS DO NOT INCLUDE GARAGE

B 4 PLEX GARDEN HOME*
 (2) 2BD+2BA+1 CAR GARAGE AT 1250 SF.
 (2) 2BD+2BA+1 CAR GARAGE AT 1250 SF.
 *AREAS DO NOT INCLUDE GARAGE

C APARTMENT BUILDING (4 LEVELS)
 (21) 1BD+1BA APARTMENTS AT 845 SF.
 (7) 1BD+1BA+DEN APARTMENT AT 900 SF.
 1470 SF. COMMUNITY ROOM ON LEVEL 1
 430 SF. EXERCISE ROOM ON LEVEL 1

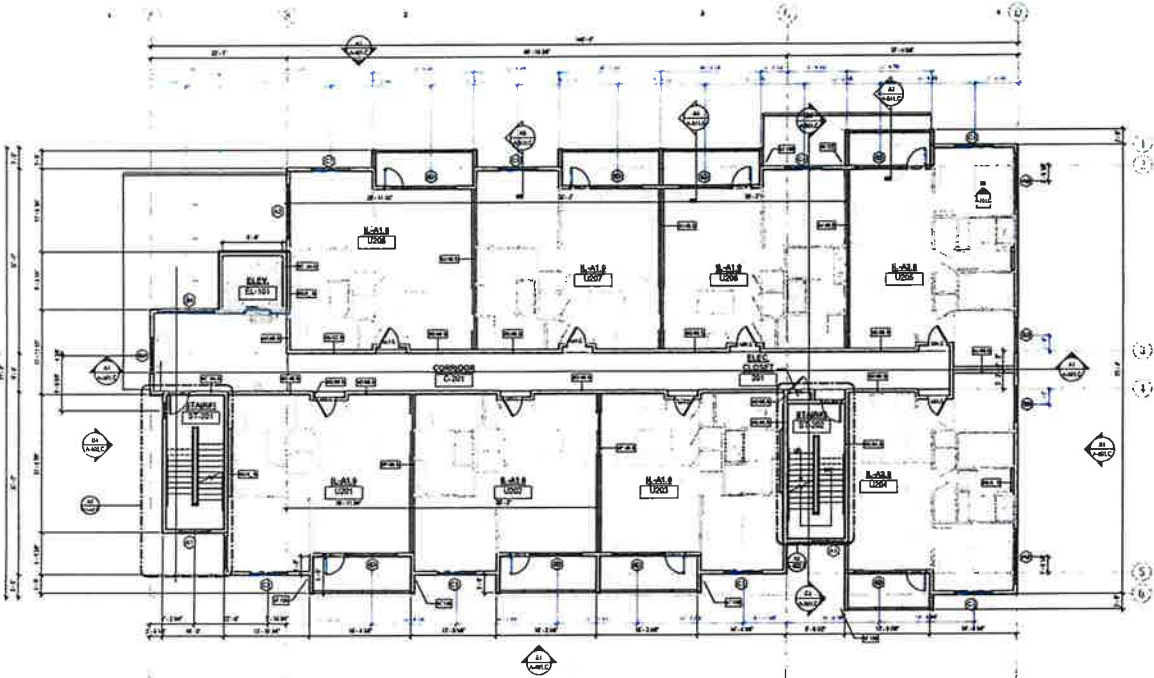
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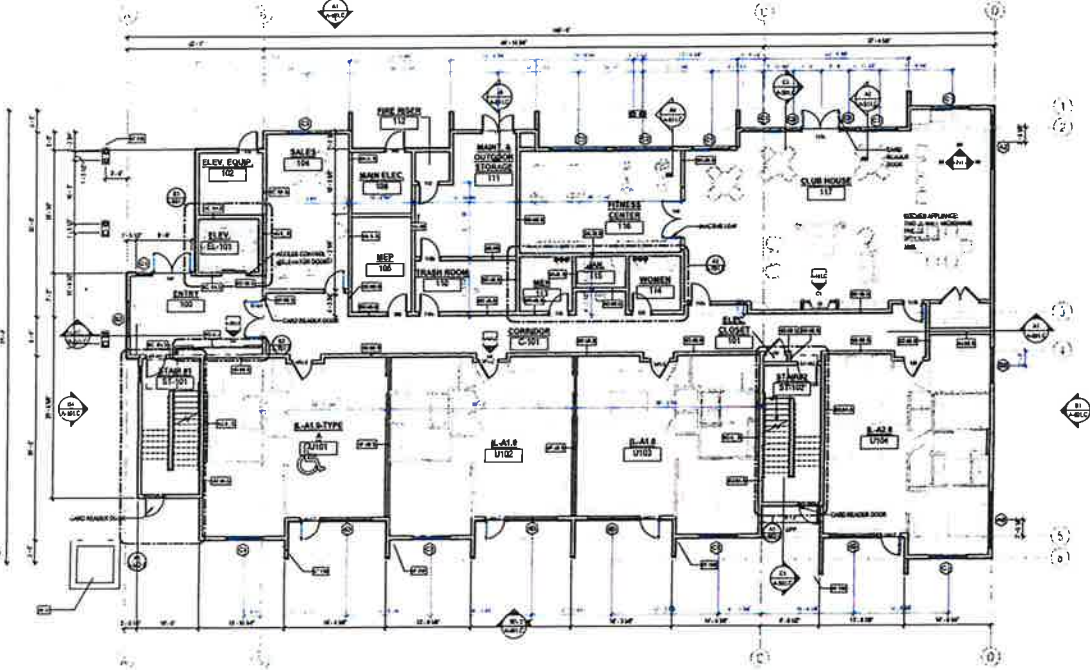
NOT FOR CONSTRUCTION

100% Project # 2020-2400
 Date: 06/11/2021
 Drawn by: [Name]
 Checked by: [Name]
 Author: [Name]
 Checker: [Name]

NOTED: This building is the responsibility of the contractor. The contractor shall verify all dimensions and conditions of the existing building and site prior to construction. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.



C1 LEVEL 02 OVERALL FLOOR PLAN
1/4" = 1'-0"



A1 LEVEL 01 OVERALL FLOOR PLAN
1/4" = 1'-0"

- FLOOR PLAN GENERAL NOTES**
1. REFER TO ALL NOTES ON SHEET 201 FOR ALL NOTES ON THIS SHEET.
 2. ALL STRUCTURE SHALL BE CONSTRUCTED WITH 12" MINIMUM THICKNESS OF CONCRETE ON FACE OF FORMER WALLS AND EXTERIOR WALLS. ALL STRUCTURE SHALL BE CONSTRUCTED WITH 12" MINIMUM THICKNESS OF CONCRETE ON FACE OF FORMER WALLS.
 3. REFER TO ALL NOTES ON SHEET 201 FOR ALL NOTES ON THIS SHEET.
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 10. REFER TO ALL NOTES ON SHEET 201 FOR ALL NOTES ON THIS SHEET.

REVISIONS	
NO.	DESCRIPTION

LANTZ BOGGIO
 ARCHITECTS
 1811 HILLCREST DRIVE, NE BELLEVUE, WA 98005
 (206) 461-1111

**FREEDOM VILLAGE
 BUILDING C**

1811 HILLCREST DRIVE, NE BELLEVUE, WA 98005

Date	Rev.	State	Description

Project Name	
Sheet #	
Date	
Author	
Checked by	

PRELIMINARY

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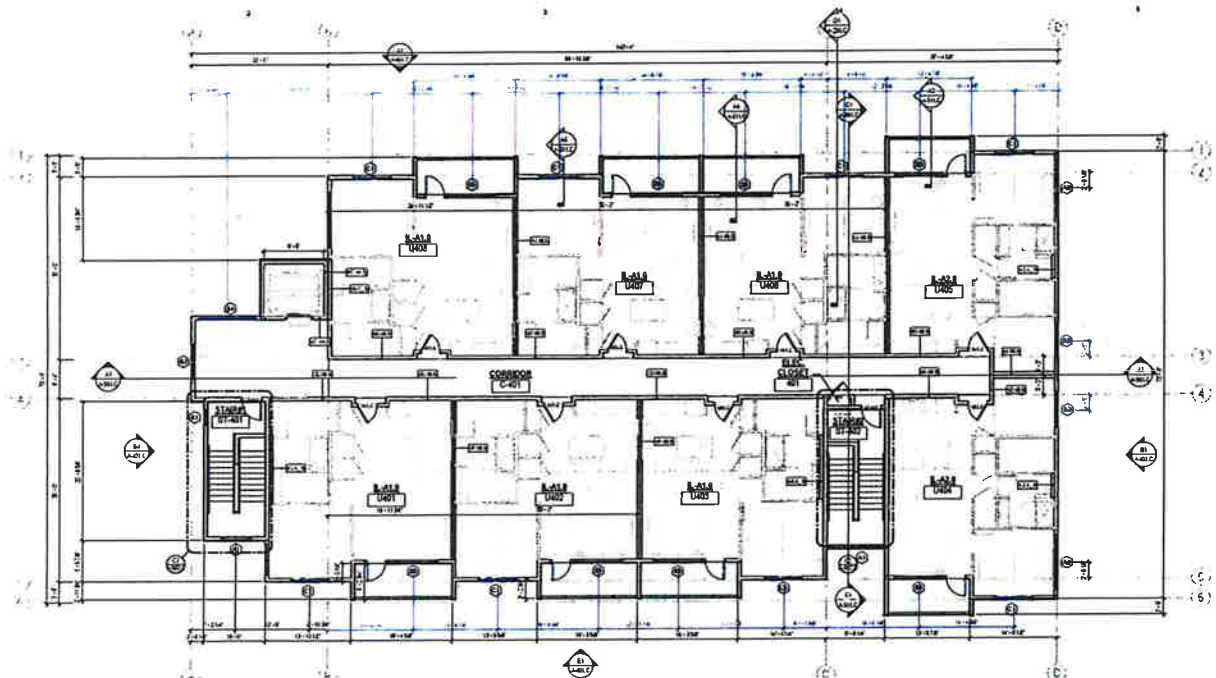
USA Project #	2020 2400
Date	
Author	
Checked by	

OVERALL FLOOR PLAN - LEVEL 1 & 2

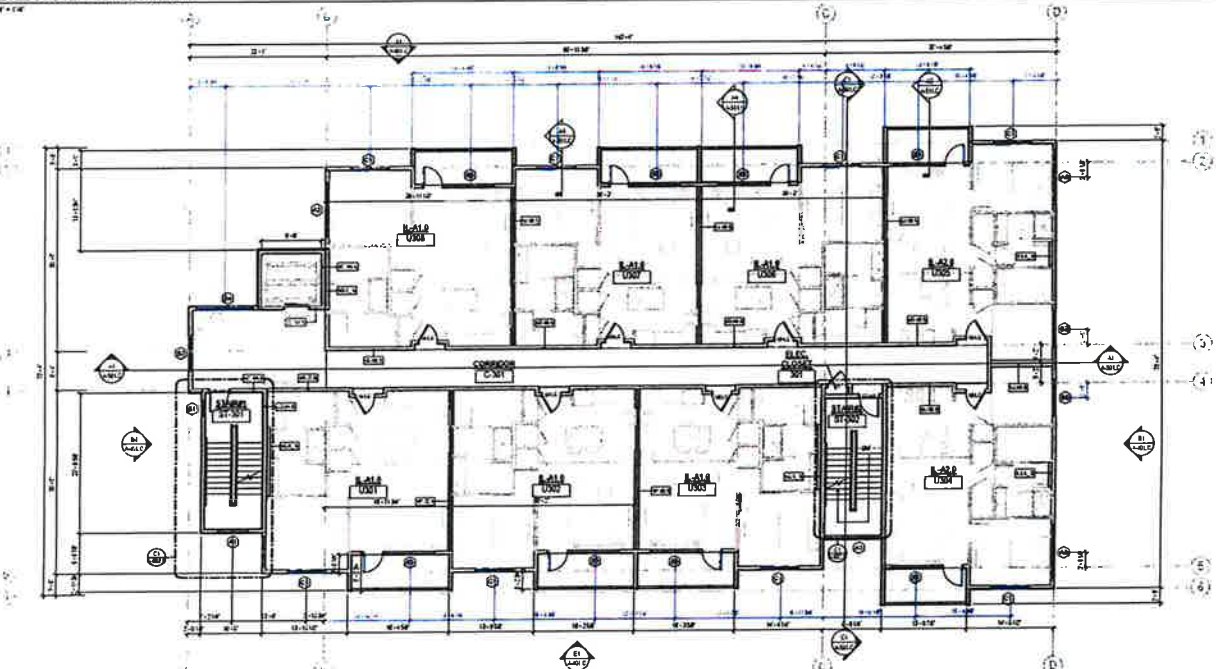
A-210.C

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C1 LEVEL 04 OVERALL FLOOR PLAN



A1 LEVEL 03 OVERALL FLOOR PLAN

- FLOOR PLAN GENERAL NOTES**
1. REFER TO SHEET 04-100 FOR THE LOCATION OF ALL STAIRS AND ELEVATORS.
 2. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED. DIMENSIONS ARE TO THE FACE OF THE MEMBER UNLESS OTHERWISE NOTED.
 3. DIMENSIONS ARE TO THE FACE OF THE MEMBER UNLESS OTHERWISE NOTED.
 4. REFER TO SHEET 04-100 FOR THE LOCATION OF ALL STAIRS AND ELEVATORS.
 5. ALL STAIRS SHALL BE CONFORM TO THE REQUIREMENTS OF ALL APPLICABLE CODES AND REGULATIONS.
 6. ALL STAIRS SHALL BE CONFORM TO THE REQUIREMENTS OF ALL APPLICABLE CODES AND REGULATIONS.
 7. REFER TO SHEET 04-100 FOR THE LOCATION OF ALL STAIRS AND ELEVATORS.
 8. ALL STAIRS SHALL BE CONFORM TO THE REQUIREMENTS OF ALL APPLICABLE CODES AND REGULATIONS.
 9. REFER TO SHEET 04-100 FOR THE LOCATION OF ALL STAIRS AND ELEVATORS.

LANTZ+BOGGIO
 ARCHITECTS & INTERIORS, INC.
 1811 HILLCREST DRIVE, BELLEVUE, NE 68005

**FREEDOM VILLAGE
 BUILDING C**

Rev.	No.	Date	Description

Project Name: _____
 Date: _____
 Scale: _____
 Date: _____

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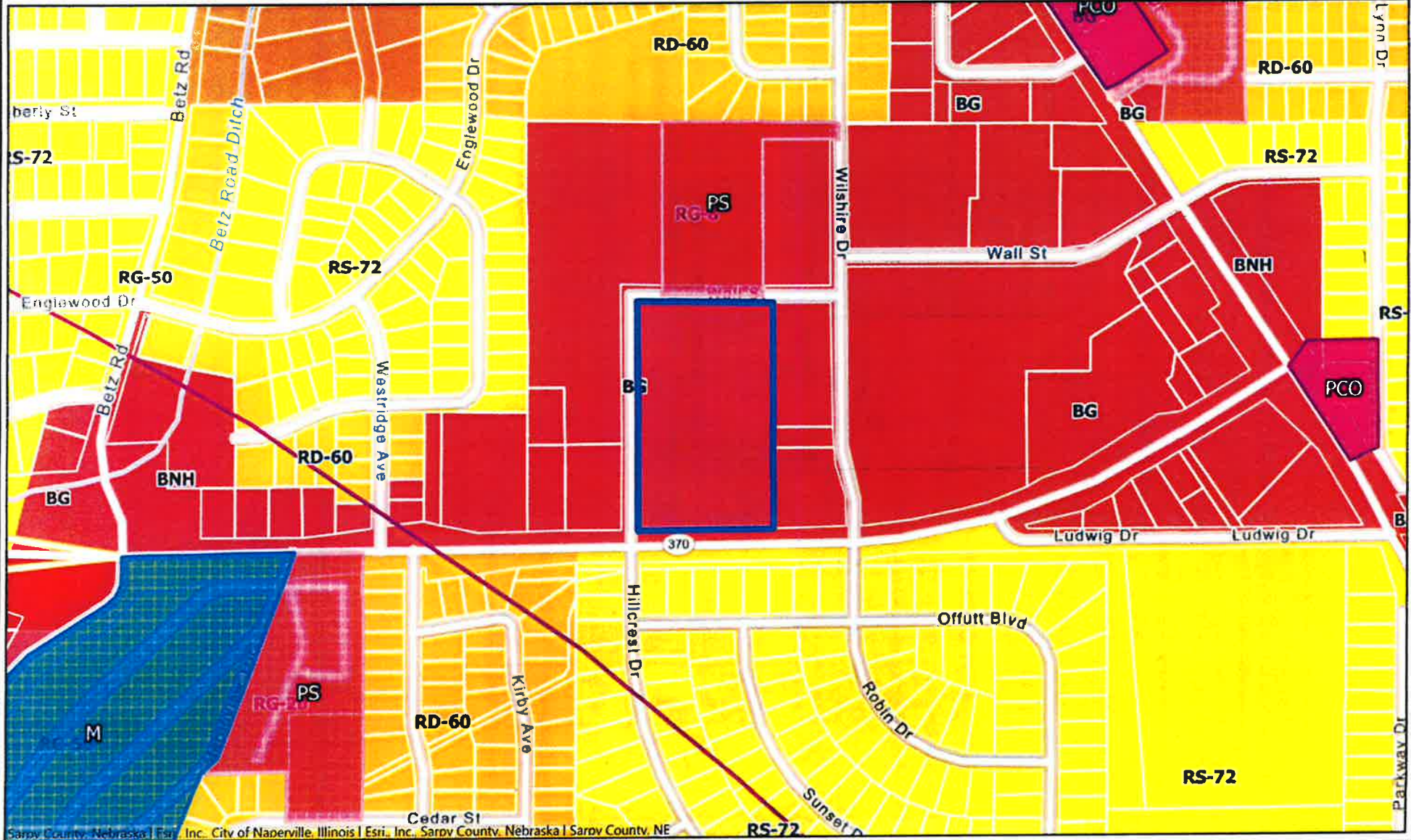
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Lantz+Boggio
 1811 Hillcrest Drive
 Bellevue, NE 68005
 Phone: (408) 400-1111
 Fax: (408) 400-1112
 Email: info@lantz-boggio.com

OVERALL FLOOR PLAN - LEVEL 3 & 4

A-220.C

NOT FOR CONSTRUCTION



Sarpy County, Nebraska | Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska | Sarpy County, NE



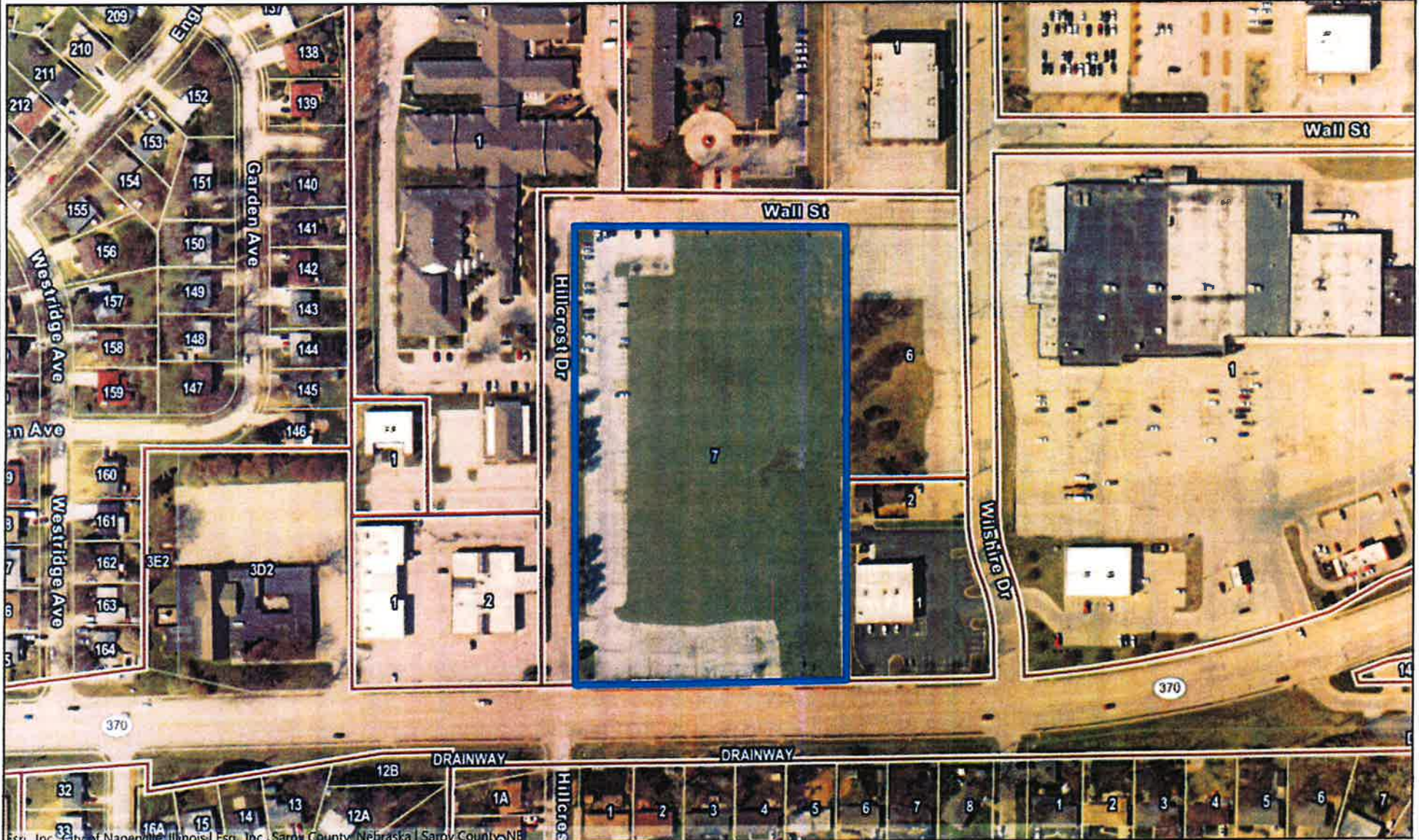
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Notes





Esri, Inc. City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE

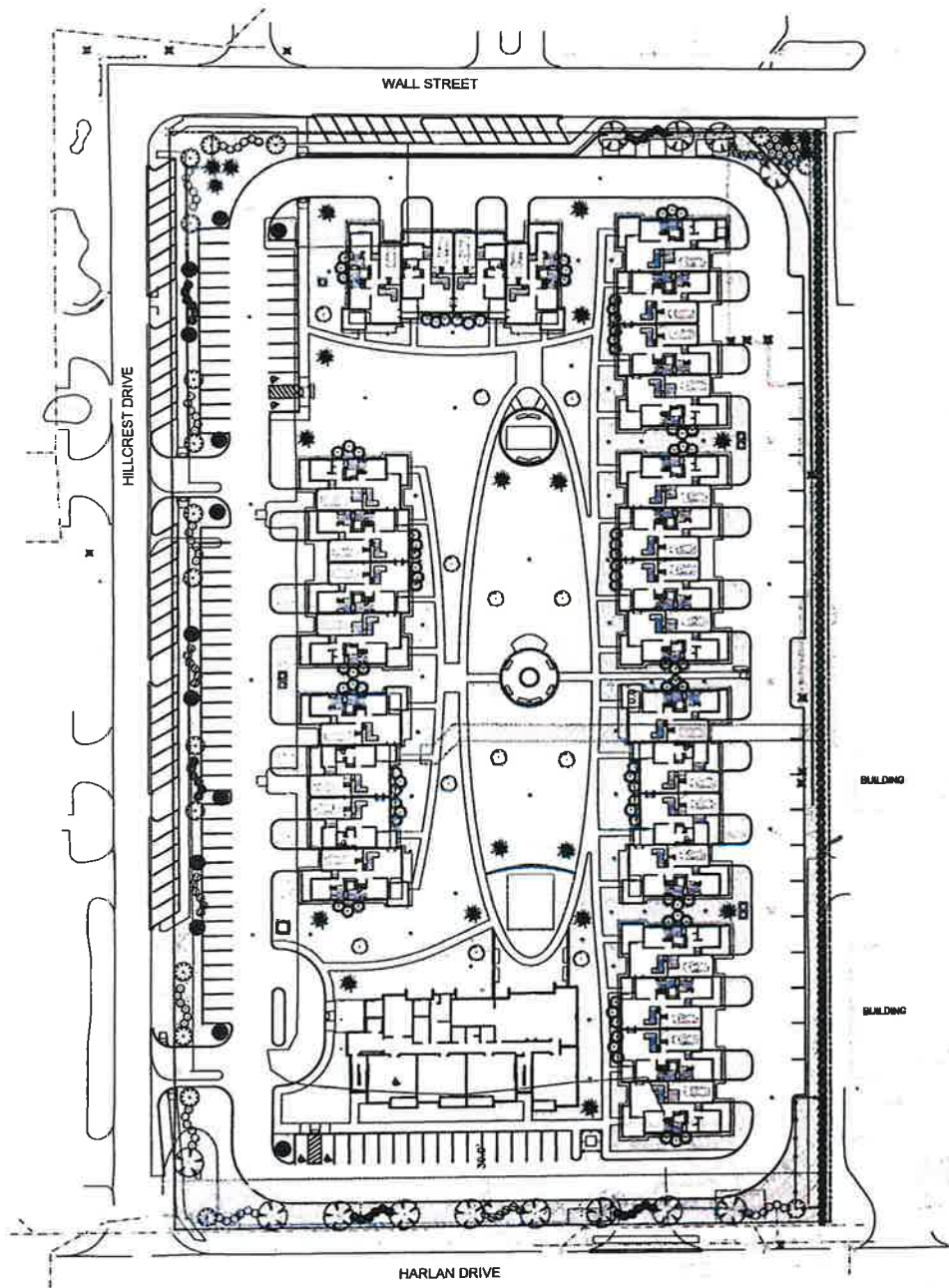
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Map Scale 1: 3185

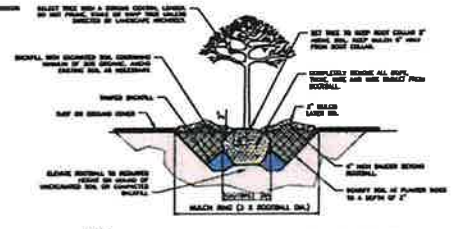
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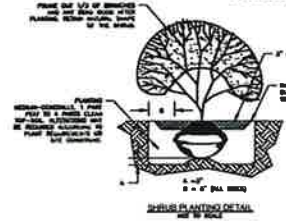
Notes



LEGEND



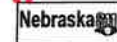
1. ALL SOIL USED AS BACKFILL SHALL BE AMENDED AS NECESSARY TO CORRECT FOR ORGANIC MATERIAL.
2. PLANTING STAGES:
A. AMEND BOTTOM THIRD OF BACKFILL, ROOTS AND TRUNK.
B. SET TREE AND PLANTS. SHAP BACKFILL TO SLOPE.
C. COMPLETE REMOVAL OF ALL WIRE, BIRDS, AND TRUNK.
D. FINISH BACKFILL AND WELLS.
3. STREET TREE PLANTING INSPECTION AND APPROVAL BY CITY OF OMAHA SHALL BE DONE IN TWO STAGES:
A) ESTABLISHMENT OF PLANTER AREA AND COMPACTION RELIEF TREATMENT PRIOR TO PLANTING AND BACKFILLING.
B) FINAL INSTALLATION AFTER PLANTING AND BACKFILLING.



LANDSCAPE TREE SCHEDULE							
QTY.	BOTANICAL NAME	COMMON NAME	PLANTING METHOD	SIZE @ PLANTING	SPACING	NATURE SPREAD	NATURE HEIGHT
OVERSTORY DECIDUOUS TREES							
13	ACER FRAXINUS 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	BAB	2' CAL	AS SHOWN	35'	40'
12	QUERCUS FLUMINUM	RED OAK	BAB	2' CAL	AS SHOWN	60'	80'
UNDERSTORY/ORNAMENTAL							
18	ACER GRINOLA	AMUR MAPLE	BAB	2' CAL	AS SHOWN	20'	20'
13	MALUS X PRANEFERRE	PRANEFERRE CRAB	BAB	2' CAL	AS SHOWN	15'	20'
CONIFEROUS TREE							
22	PICEA GLAUCA DENSATA	BLACKHILLS SPRUCE	BAB	6' HT.	AS SHOWN	25'	50'
DECIDUOUS SHRUBS							
24	ARONIA ARBUTIFOLIA 'VIGILANTISSIMA'	RED CHOCERRY	CONT.	6 GAL	AS SHOWN	3'	7'
60	AMELANCHIER ALNIFOLIA 'REGENT'	REGENT SERVICEBERRY	CONT.	3 GAL	AS SHOWN	5'	6'
84	SPirea RETULIFOLIA 'TOR'	BIRCHLEAF SPIREA	CONT.	3 GAL	36" O.C.	3'	3'
EVERGREEN SHRUBS							
185	JUNIPERUS CHINENSIS 'MANEY'	MANEY JUNPER	CONT.	3 GAL	6' O.C.	6'	3'

LANDSCAPING CALCULATIONS
 - ESTIMATED LANDSCAPING AREA = 125 PROPOSED SHALES X 18 SF/SHALE = 2,250 SF.
 - TOTAL PROPOSED LANDSCAPING AREA = 15,001 SF.
 13,001 SF. > 2,250 SF.

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SITE SUMMARY		
EXISTING ZONING: R3 PROPOSED ZONING: R3-28-PS		
SITE DATA	REQUIRED	PROVIDED
TOTAL SITE SIZE	2,000 S.F. (112,000 S.F.)	4,100 S.F. (288,270 S.F.)
SETBACKS*	FRONT YARD - 20' REAR YARD - 10' SIDE YARD - 10'	FRONT YARD - 51.4' (MIN) REAR YARD - 91.4' (MIN) SIDE YARD - 15.1' (MIN) STREET YARD - 61.4' (MIN)
IMPERVIOUS COVERAGE	80% MAX.	60%
BUILDING HEIGHT	7'0"	48'0" MAX (APPROX.)

*PER PS DISTRICT REQUIREMENTS.

- REMARKS:**
- THE SITE PAVEMENT SHALL BE PORTLAND CEMENT CONCRETE (PCC) AS REQUIRED BY SITE. SITE SPECIFIC DESIGN IS PROVIDED FOR APPROVAL AS PROVIDED FOR IN BELLEVUE MUNICIPAL CODE APPENDIX A, ARTICLE 6.3.0. SUBPARAGRAPHS 2.
 - THE LIST OF AMENITIES FOR THIS SITE INCLUDE THE FOLLOWING:
 - WALKING STRUCTURE
 - FIRE PIT
 - PICNIC SHELTER
 - BBO AREA
 - PROVIDE GOOD PARK FOR USE BY THE RESIDENTS




GARDEN HOME SUMMARY			
BUILDING NO.	TYPE	1 BED UNITS	2 BED UNITS
BUILDING A	TYPE A	0	4
BUILDING B	TYPE B	2	2
BUILDING C	TYPE A	0	4
BUILDING D	TYPE A	0	4
BUILDING E	TYPE B	2	2
BUILDING F	TYPE A	0	4
BUILDING G	TYPE B	2	2
TOTAL UNITS		28	28

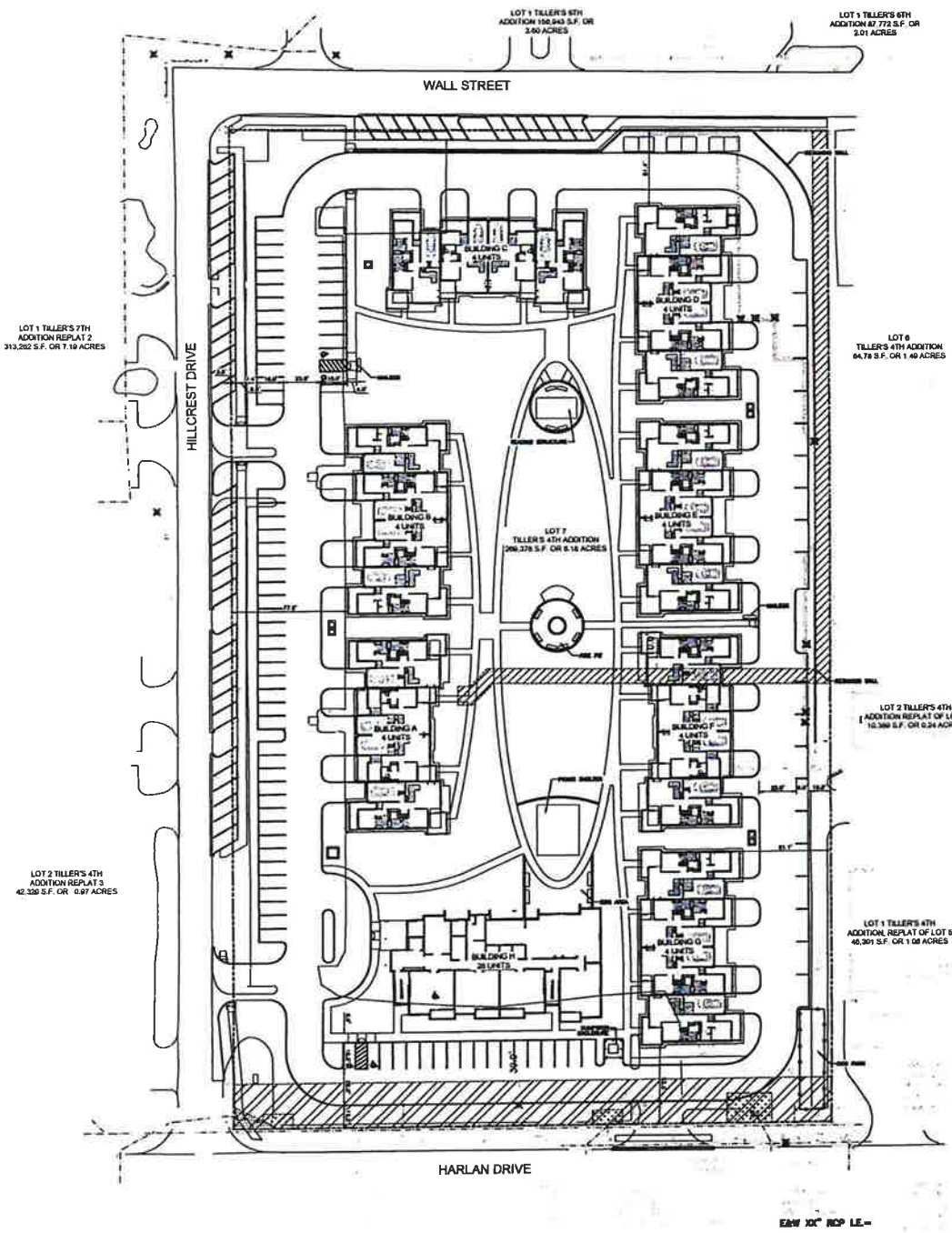
APARTMENT UNIT BREAKDOWN (BUILDING H)	
TYPE	NUMBER OF UNITS
1 BEDROOM	28
TOTAL	28

PARKING SUMMARY	
STALL TYPE	STALLS
STANDARD STALLS	80
ADA STALLS	4
GARAGE STALLS	28
TANDEM STALLS (AT GARAGE)	28
TOTAL STALLS	140

MINIMUM REQUIREMENTS:
1 PER DWELLING = 18 STALLS
2 PER APARTMENT = 58 STALLS
TOTAL REQUIRED = 84 STALLS

EASEMENT LEGEND

-  EASEMENT GRANTED TO CHESAPEAKE PUBLIC UTILITIES DISTRICT FOR THE USE OF OVERHEAD POWER LINES AND THE USE OF THE SHEDD COUNTY RECORDS.
-  EASEMENT GRANTED TO THE STATE OF NEBRASKA FOR THE USE OF THE SHEDD COUNTY RECORDS.
-  EASEMENT GRANTED TO THE STATE OF NEBRASKA FOR THE USE OF THE SHEDD COUNTY RECORDS.



EAH XC RCP LE-

RECEIVED
JUN 18 2021
PLANNING DEPT.

LSA Project #	2020-2400
Date	
Drawn by	B. Davis
Checked by	D. Patten

ORDINANCE NO. 4046

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 1811 HILLCREST DRIVE, 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:

Lot 7, Tiller's 4th Addition, located in the Northeast ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From BG (General Business) to RG-20-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision).

(Freedom Village, LLC)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. 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 _____, 2021.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 8/3/2021
Second Reading: 08/17/2021
Third Reading: 09/07/2021

SITE SUMMARY		
EXISTING ZONING: R3 PROPOSED ZONING: R3-28-PFS		
SITE DATA	REQUIRED	PROVIDED
TOTAL SITE SIZE	2,000 S.F. (112,000 S.F.)	4,100 S.F. (288,270 S.F.)
SETBACKS*	FRONT YARD - 20' REAR YARD - 10' SIDE YARD - 10'	FRONT YARD - 51.4' (MIN) REAR YARD - 91.4' (MIN) SIDE YARD - 15.1' (MIN) STREET YARD - 61.4' (MIN)
IMPERVIOUS COVERAGE	80% MAX.	60%
BUILDING HEIGHT	7'0"	48'-0" MAX (APPROX.)

*PER R3 DISTRICT REQUIREMENTS.

- REMARKS:**
- THE SITE PAVEMENT SHALL BE PORTLAND CEMENT CONCRETE (PCC) AS REQUIRED BY SITE. SITE SPECIFIC DESIGN IS PROVIDED FOR APPROVAL AS PROVIDED FOR IN BELLEVUE MUNICIPAL CODE APPENDIX A, ARTICLE 6.3.0. SUBPARAGRAPHS 2.
 - THE LIST OF AMENITIES FOR THIS SITE INCLUDE THE FOLLOWING:
 - WALKING STRUCTURE
 - FIRE PIT
 - PICNIC SHELTER
 - BBO AREA
 - PERFORM GOOD PARK FOR USE BY THE RESIDENTS

GARDEN HOME SUMMARY			
BUILDING NO.	TYPE	1 BED UNITS	2 BED UNITS
BUILDING A	TYPE A	0	4
BUILDING B	TYPE B	2	2
BUILDING C	TYPE A	0	4
BUILDING D	TYPE A	0	4
BUILDING E	TYPE B	2	2
BUILDING F	TYPE A	0	4
BUILDING G	TYPE B	2	2
TOTAL UNITS		28	28

APARTMENT UNIT BREAKDOWN (BUILDING H)	
TYPE	NUMBER OF UNITS
1 BEDROOM	28
TOTAL	28

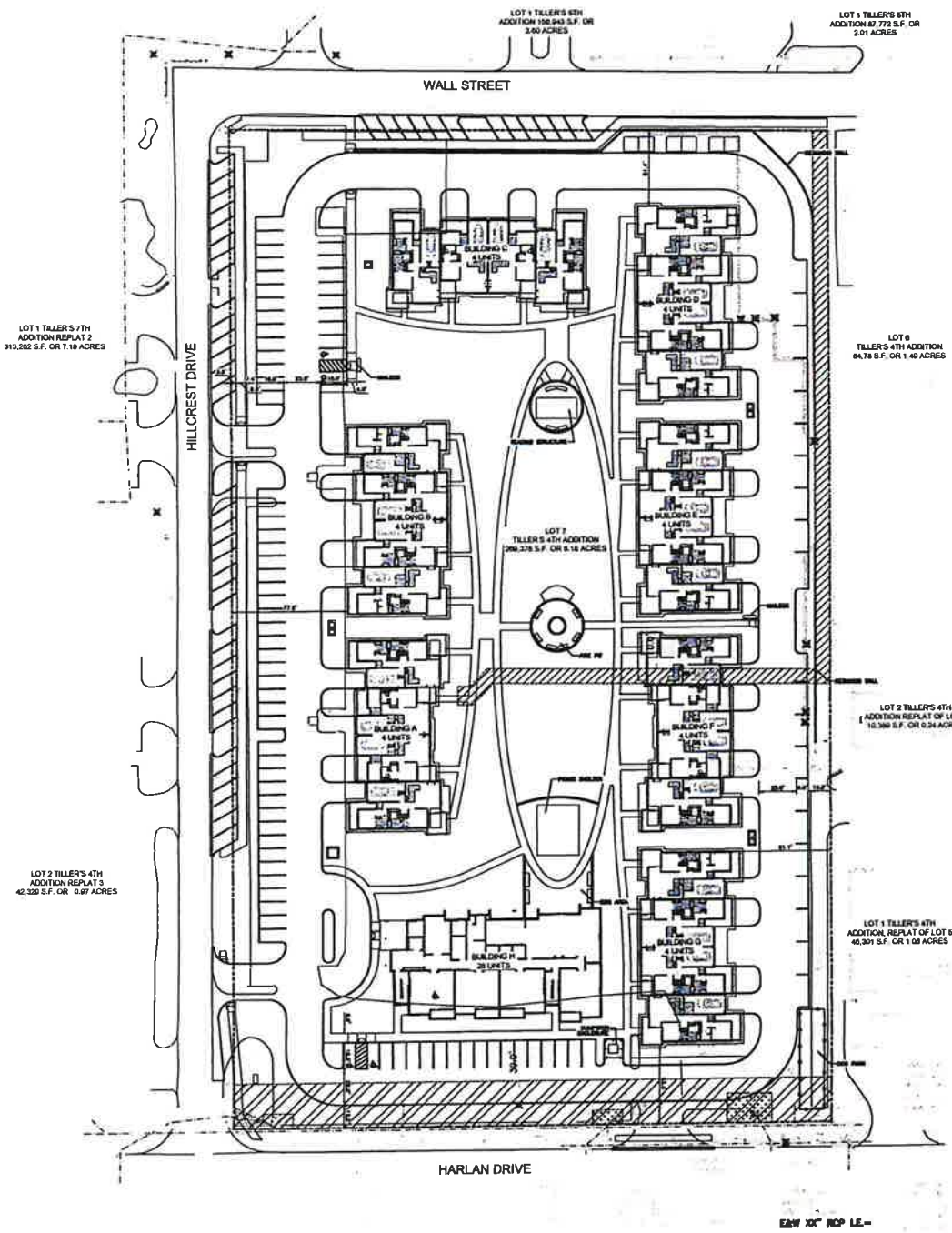
PARKING SUMMARY	
STALL TYPE	STALLS
STANDARD STALLS	80
ADA STALLS	4
GARAGE STALLS	28
TANDEM STALLS (AT GARAGE)	28
TOTAL STALLS	132

PERMITTED REQUIREMENTS:
1 PER DWELLING = 18 STALLS
2 PER APARTMENT = 58 STALLS
TOTAL REQUIRED = 44 STALLS



EASEMENT LEGEND

- EASEMENT GRANTED TO CHINA PUBLIC POWER DISTRICT RECONNECTING THE LINE OF BULK HEADS AND THE SHIFT COUNTY RECORDS
- EASEMENT GRANTED TO THE STATE OF NEBRASKA RECONNECTING THE LINE OF BULK HEADS AND THE SHIFT COUNTY RECORDS
- EASEMENT GRANTED TO THE STATE OF NEBRASKA RECONNECTING THE LINE OF BULK HEADS AND THE SHIFT COUNTY RECORDS



EAH XC RCP LE-

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JUN 18 2021
PLANNING DEPT.

LSA Project #	2020-2400
Date	
Drawn by	B. Davis
Checked by	D. Patten

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b. and 11b1.
09/7/2021

COUNCIL MEETING DATE: 08/17/2021		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 and 2, Harold Square Replat One, being a replat of Lot 49, Harold Square, from RG-50 to RG-20 and RG-50 for the purpose of a single-family residence and care facility for disabled adults; and small subdivision plat Lots 1 and 2, Harold Square Replat One. Applicant: Sharon Chaudhuri. General location: 8700 S 25th Street.

SYNOPSIS/BACKGROUND:

Sharon Chaudhuri submitted a request to rezone Lots 1 and 2, Harold Square Replat one, from RG-50 to RG-50 and RG-20 for the purpose of a single family residence for herself on Lot 2, and a care facility for young disabled adults (ages 18-34) on proposed Lot 1. The applicant is requesting RG-20 zoning for proposed Lot 1, while Lot 2 will remain zoned RG-50. The applicant has indicated the facility will be named Asha's House after her late daughter. The applicant will provide a day learning center, as well as overnight stays at Asha's House. She states the facility will be designed like a large single-family residence. This request is not for site plan approval. The conceptual site plan and architectural plans are for reference only. A small subdivision plat will be on the agenda when this ordinance has second reading.

FISCAL IMPACT: BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

- | | | |
|---|-------------------------|----------------------------|
| 1. Planning Commission Recommendation Sheet | 2. Staff Report | 3. Rezoning Ordinance 4047 |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Sharon Chaudhuri
CASE #'s: Z-2106-08, S-2106-14
CITY COUNCIL HEARING DATE: August 17, 2021

REQUEST: to rezone Lots 1 and 2, Harold Square Replat One, being a replat of Lot 49, Harold Square, from RG-50 to RG-20 and RG-50 for the purpose of a single-family residence and a care facility for disabled adults; and small subdivision plat Lots 1 and 2, Harold Square Replat One.

On July 22, 2021, the City of Bellevue Planning Commission voted six yes, zero no, two absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, as well as lack of perceived negative impact upon the surrounding neighbors.

VOTE:

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

Planning Commission Hearing (s) was held on: July 22, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2106-08
S-2106-14

FOR HEARING OF:
REPORT #1: July 22, 2021
REPORT #2: August 17, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Sharon Chaudhuri
12054 Carpenter
Papillion, NE 68046

B. PROPERTY OWNERS:

Farouq and Marlen Qaqish
12316 Rose Lane
Omaha, NE 68154

C. GENERAL LOCATION:

8700 South 25th Street

D. LEGAL DESCRIPTION:

Lots 1 and 2, Harold Square Replat One, being a replat of Lot 49, Harold Square, located in the NE ¼ of Section 21, T4N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Harold Square Replat One, from RG-50 to RG-50 and RG-20.
2. Small Subdivision plat Lots 1 and 2, Harold Square Replat One.

F. EXISTING ZONING AND LAND USE:

RG-50, Vacant

G. PURPOSE OF REQUEST:

The applicant is requesting a change of zone and small subdivision plat to facilitate the construction of a single family residence, as well as a care facility for young disabled adults.

H. SIZE OF SITE:

The site is approximately 5.8 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Duplex Residential, RD-60
2. **East:** Single Family Residential, RS-72
3. **South:** Single Family Residential, RS-72
4. **West:** Single Family Residential (across S 25th St), RE

C. REVELANT CASE HISTORY:

On July 22, 2021, the Planning Commission recommended APPROVAL of a request to rezone Lots 1 and 2, Harold Square Replat One, being a replat of Lot 49, Harold Square, located in the Northeast ¼ of Section 21, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RG-50 to RG-50 and RG-20 for the purpose of construction of a single family residence, as well as a care facility for young disabled adults; and small subdivision plat Lots 1 and 2, Harold Square Replat One.

D. APPLICABLE REGULATIONS:

1. Section 5.12, Zoning Ordinance, regarding RG-50 uses and requirements.
2. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.
3. Chapter 5, Subdivision Regulations, regarding small subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. The property has access from South 25th Street.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Sharon Chaudhuri has submitted a request to small subdivision plat Lots 1 and 2, Harold Square Replat One.
2. The applicant is also requesting to rezone Lots 1 and 2, Harold Square Replat One. The property is presently zoned RG-50.

The applicant is requesting RG-20 zoning for proposed Lot 1, while Lot 2 will remain zoned RG-50.

3. Ms. Chaudhuri wishes to construct a single family residence for herself on proposed Lot 2. She wants to build a care facility for young disabled adults (ages 18-34) on proposed Lot 1. The applicant has indicated this facility will be named Asha's House after her late daughter. The intent of this facility is "to give parents an opportunity to refresh themselves while their loved one enjoys time socializing with others their age." The applicant has established a non-profit for Asha's House. Ms. Chaudhuri will provide a day learning center, as well as overnight stays at Asha's House. She states the facility will be designed like a large single-family residence. Please refer to Ms. Chaudhuri's attached letter and architectural plans.
4. This request is not for site plan approval. The conceptual site plan and architectural plans are for reference only. Staff will complete a full review of items such as access, parking, setbacks, and architectural design standards upon submittal of a building permit.

5. The proposed lots meet the minimum requirements for their intended zoning districts.

6. This application was sent out for review by the following departments and individuals: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, and the Omaha 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.

Public Works Engineer Matt Knight requested minor technical revisions to the plat. These revisions have since been made by the applicant's surveyor.

No other comments were received in this case.

7. This property was platted in 1973. It has likely remained vacant due to a 75' wide OPPD easement which cuts through the property, thereby making development difficult.

With the platting and proposed layout of the property, the buildings will front and take access from South 25th Street. This property has no access through the adjacent neighborhood.

8. The Future Land Use Map of the Comprehensive Plan designates this area as medium density residential. While the requested RG-50 zoning is compatible with the Future Land Use Map, a change to RG-20 zoning will require an amendment.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, as well as lack of perceived negative impact upon the surrounding neighbors.

VI. ATTACHMENTS TO REPORT

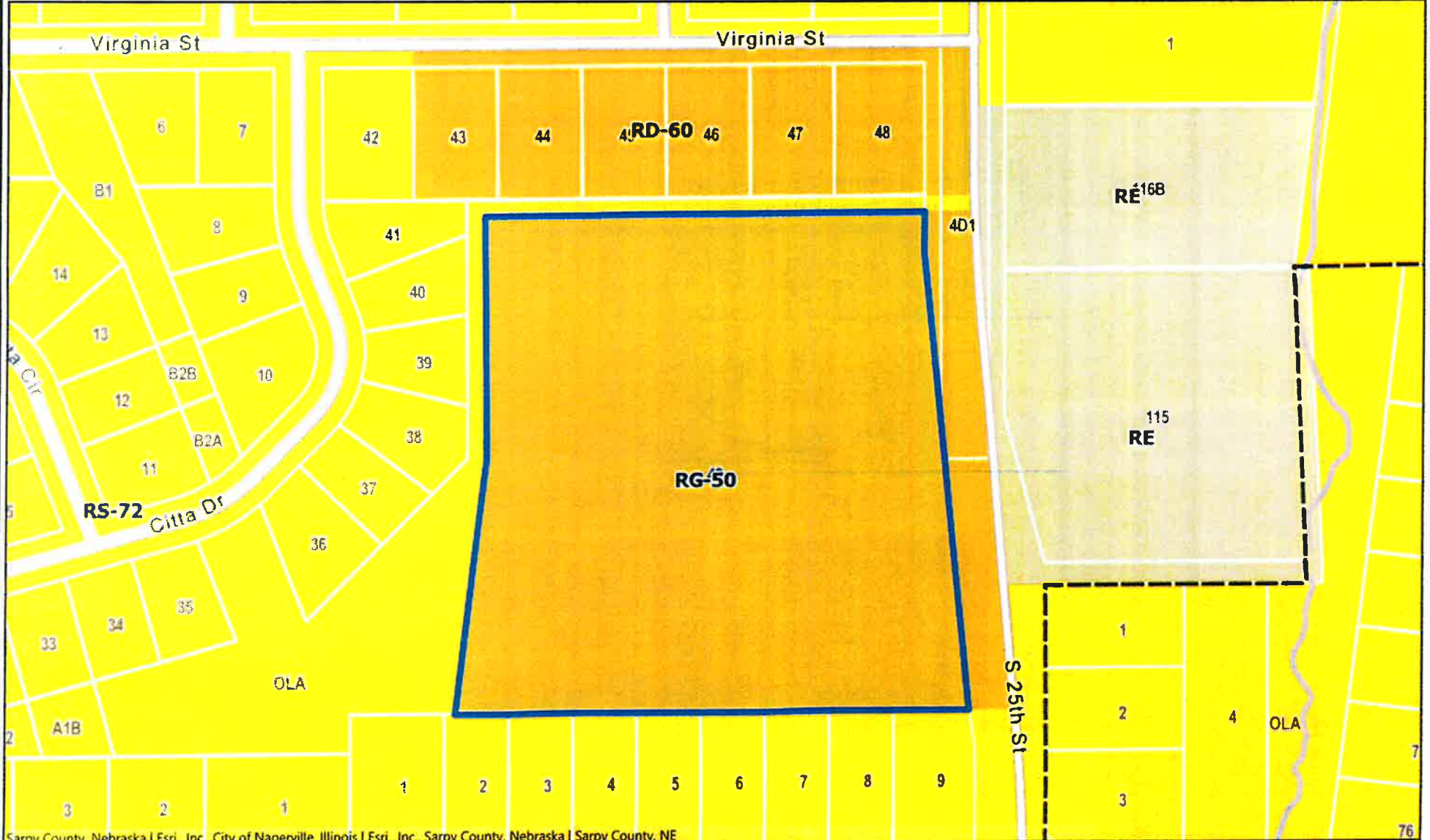
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Small Subdivision plat received July 14, 2021
4. Letter from the applicant received June 17, 2021
5. Conceptual site plan received June 17, 2021
6. Architectural rendering received June 17, 2021
7. Email from Christine Anderson received July 14, 2021

VII. COPIES OF REPORT TO:

1. Sharon Chaudhuri
2. TD2, Chris Dorner
3. Public Upon Request

Prepared by:

Assistant Planning Manager: Date of Report



Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



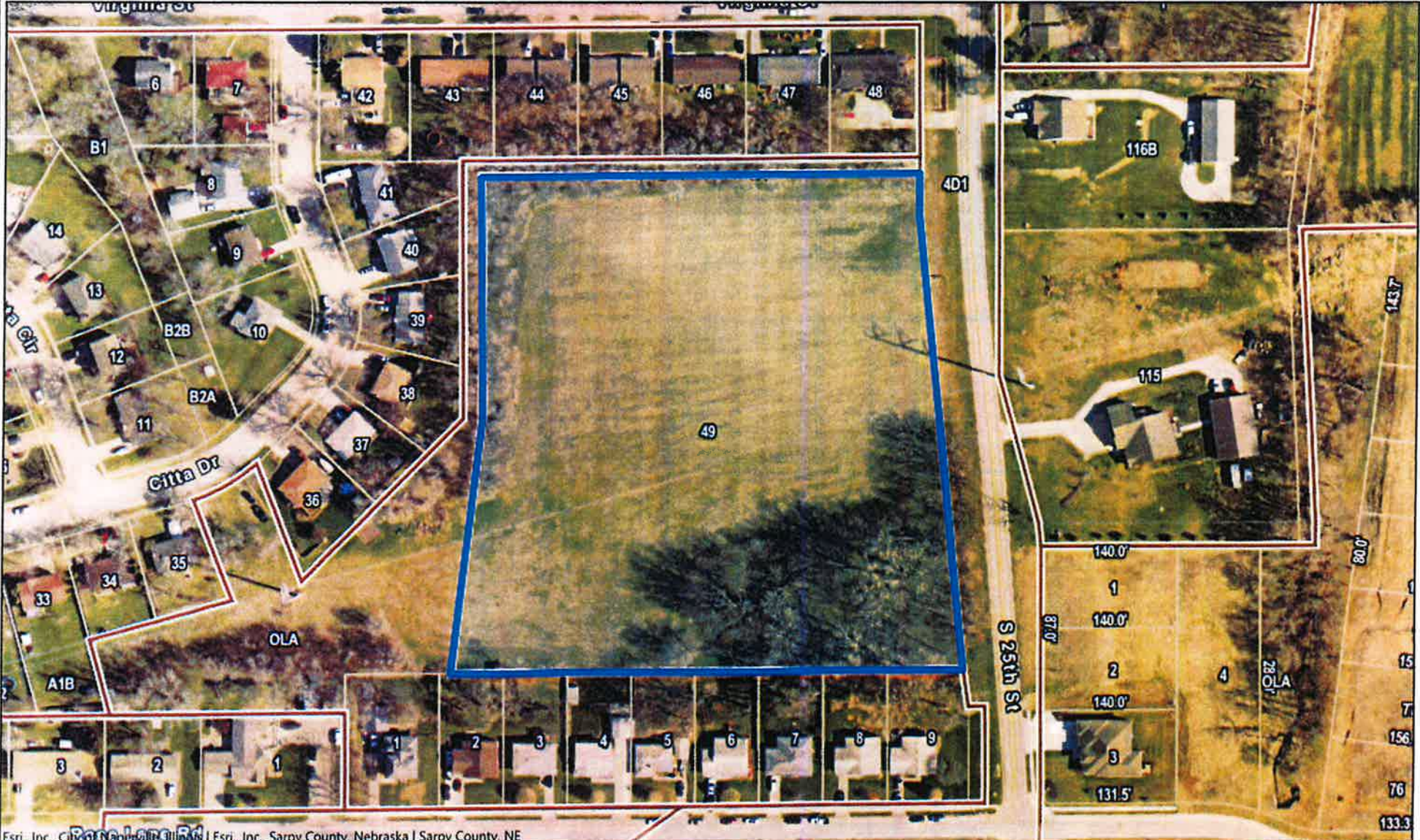
Map Scale 1: 2257

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

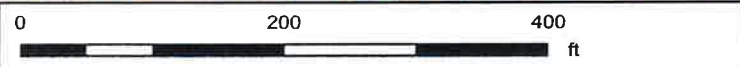


Notes



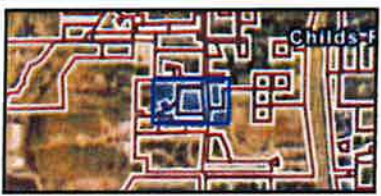


Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 2257

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



Notes



HAROLD SQUARE REPLAT ONE

LOTS 1 AND 2

BEING A REPLATTING OF LOT 49, HAROLD SQUARE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA,
LOCATED IN THE NE 1/4 OF SECTION 21, T14N, R13E OF THE 6th P.M. SAID SARPY COUNTY.

RECEIVED

JUL 14 2021

PLANNING DEPT.



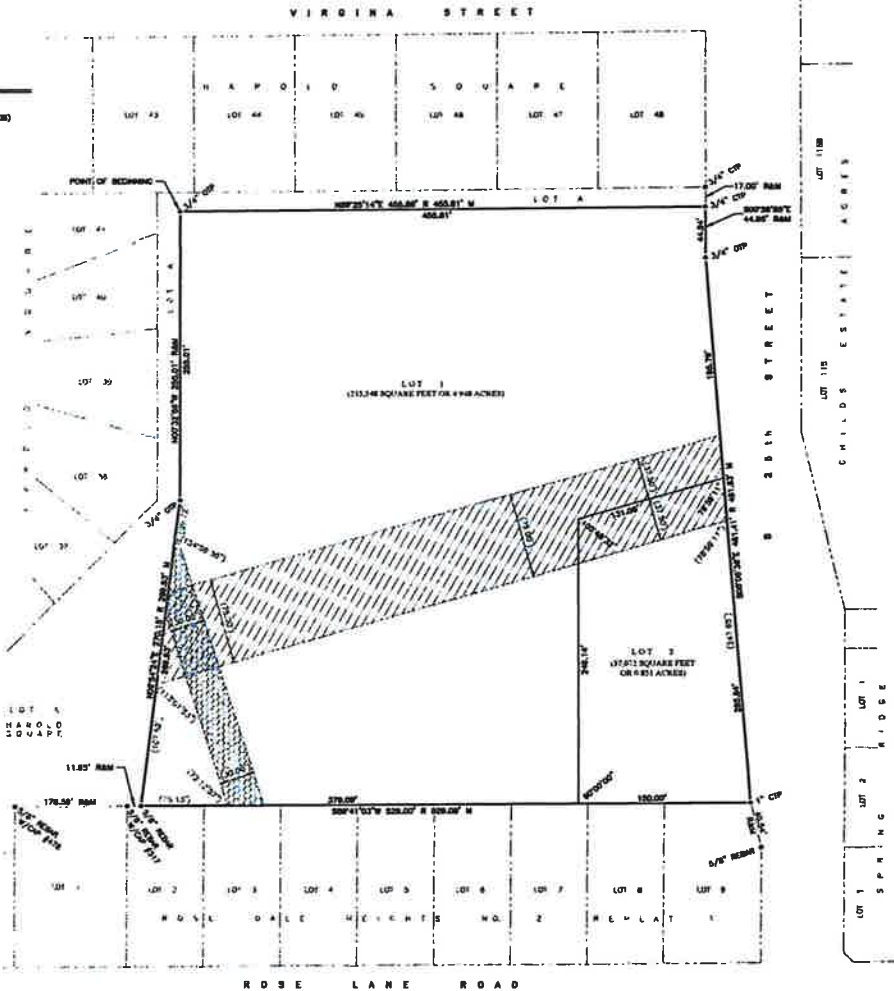
Thompson, Dressman & Dorner, Inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

NOTE:
1. DIMENSIONS AND ANGLES IN PARENTHESES
PERTAIN TO EASEMENTS.

30 FOOT WIDE SANITARY AND DRAINAGE EASEMENT
RECORDED AS SHOWN ON THE FINAL PLAT OF HAROLD
SQUARE RECORDED IN BOOK 5 AT PAGE 97 OF THE
SARPY COUNTY RECORDS.
OMAHA PUBLIC POWER DISTRICT EASEMENT RECORDED IN
BOOK 50 AT PAGE 514 AND AS SHOWN ON THE
FINAL PLAT OF HAROLD SQUARE RECORDED IN BOOK 5
AT PAGE 97 BOTH OF THE SARPY COUNTY RECORDS.

LEGEND

- CORNERS FOUND
- CORNERS SET (3/4" REBAR W/CAP #308)
- R RECORDED DISTANCE
- M MEASURED DISTANCE
- OTF OPEN TOP PIPE
- CTF CRIMPED TOP PIPE



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN WAS MADE UNDER MY DIRECT SUPERVISION AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS HAROLD SQUARE REPLAT ONE, LOTS 1 AND 2, BEING A REPLATTING OF LOT 49, HAROLD SQUARE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NW CORNER OF SAID LOT 49:

- THENCE N05°25'14"E (ASSUMED BEARING) 455.81 FEET ON THE NORTH LINE OF SAID LOT 49 TO THE NE CORNER THEREOF;
 - THENCE S07°28'35"E 44.86 FEET ON THE EAST LINE OF SAID LOT 49;
 - THENCE S05°08'36"E 481.83 FEET ON THE EAST LINE OF SAID LOT 49 TO THE SE CORNER THEREOF;
 - THENCE S89°41'03"W 528.09 FEET ON THE SOUTH LINE OF SAID LOT 49 TO THE SW CORNER THEREOF;
 - THENCE N05°54'24"E 268.93 FEET ON THE WEST LINE OF SAID LOT 49;
 - THENCE N07°32'58"W 250.01 FEET ON THE WEST LINE OF SAID LOT 49 TO THE POINT OF BEGINNING.
- CONTAINING 252,820 SQUARE FEET OR 5.799 ACRES



JUNE 8, 2021
DATE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT I, SHARON CHAUCHARI, BEING THE OWNER, OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS, TO BE NUMBERED AS SHOWN SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HAROLD SQUARE REPLAT ONE, AND WE DO HEREBY BATTERY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE DO HEREBY GRANT PERPETUAL EASEMENTS TO OMAHA PUBLIC POWER DISTRICT (OPPD), CENTURYLINK AND COX COMMUNICATIONS ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING THE FRONT AND SIDE BOUNDARY LOT LINES AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES.

PERPETUAL EASEMENTS ARE HEREBY GRANTED TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND REPLACE PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING THE STREET.

NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT STRIPS, BUT THE SAME MAY BE USED FOR GARDENS, SWINGS, LANDSCAPING, SOCIALS, DRIVENETS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREBY GRANTED.

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021 BY SHARON CHAUCHARI.

SHARON CHAUCHARI

NOTARY PUBLIC

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 SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2021.

SARPY COUNTY TREASURER

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF HAROLD SQUARE REPLAT ONE WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____, 2021.

SUSAN KLUTH, CITY CLERK

RUSTY HIRE, MAYOR

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF HAROLD SQUARE REPLAT ONE WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____, 2021.

CHAIRMAN

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF HAROLD SQUARE REPLAT ONE WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS _____ DAY OF _____, 2021.

SARPY COUNTY SURVEYOR/ENGINEER

HAROLD SQUARE REPLAT ONE
LOTS 1 AND 2



Revision Dates

Rev.	Description	MM-DD-YY

Job No.: B1436-21-5B
Drawn By: RJR
Reviewed By: JDW
Date: JUNE 8, 2021
Book: 21/03
Pages: 31-33

Sheet Title

CITY OF BELLEVUE
FINAL PLAT

Sheet Number

To the Bellevue City Council Members RE:Parcel at 8700 S. 25th Street,

On December 27, 2018, my 25-year-old daughter, Asha, was called home to be with the Lord after she was accidentally trapped in our home elevator. Asha was born with a condition called “cavernous malformation” which are lesions located in her mid-brain. Asha underwent several surgical procedures as well as major brain operations leaving her with vision and hearing impairments. A brain bleed in 2013 rendered her wheelchair bound. Asha suffered a great deal, but never giving up on the ideal of walking again or her love for Christ.

I have a desire to honor her life while meeting a need I discovered while caring for my daughter. The vision for Asha’s house came out of my own frustration. While caring for Asha, I was never successful at finding a place where she could feel like she belonged and enjoy the company of people in similar life situations. I also found it impossible to find a caring, safe environment where I could entrust Asha’s care whenever I needed respite as her caregiver. In Asha’s House, I want to give parents an opportunity to refresh themselves while their loved one enjoys time socializing with others their age.

Our mission is to support parents and caregivers of young disabled adults (18-34) years of age. Asha’s House is a non-profit 501(3C) which is already in place. We have an active board of directors with a heart for the disabled. I’ve been looking for the perfect location for over a year and I feel that the location at 8700 S. 25th Street is it. Our ministry is helping these young disabled adults find “A PLACE TO BELONG”. We want the residents to feel like they are on a retreat with their friends. We have plans in place for a 5200+ FSF single story seven-bedroom home will be set up like any other single-family home. Asha’s House will accommodate up to seven guests on weekends from Friday 3:00 pm to Sunday 3:00 pm. Monday – Friday Asha’s Day Learning Center will accommodate up to eight students from 8 am – 3:30 pm.

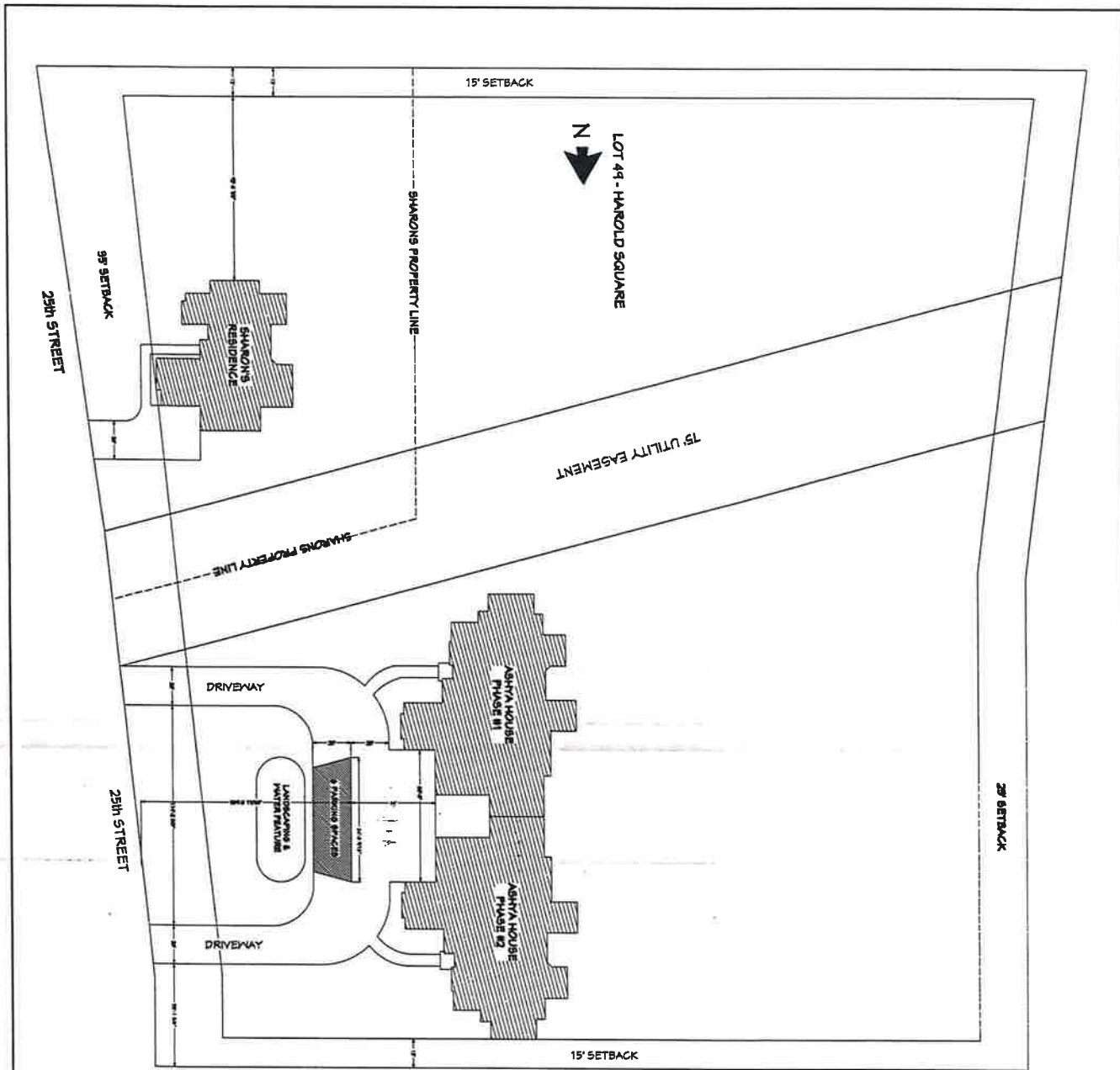
As I understand it, the current zoning of RG-50 does not allow for overnight guests. Therefore, I am asking for a rezoning of the Asha’s House parcel to RG-20 to accommodate my plans for the facility. I will be needing to separate the original 5.82 parcel in order to have two separate legal descriptions as I will be building my personal administrative house on site. This is a requirement of the 501(3C). Please see the Offer to Purchase Offer and the other supporting documents and feel free to contact me with any questions. Thank you, in advance, for your consideration.

Sharon Chaudhuri
President/Founder

Please visit our website for more information, floor plans and artist renderings:

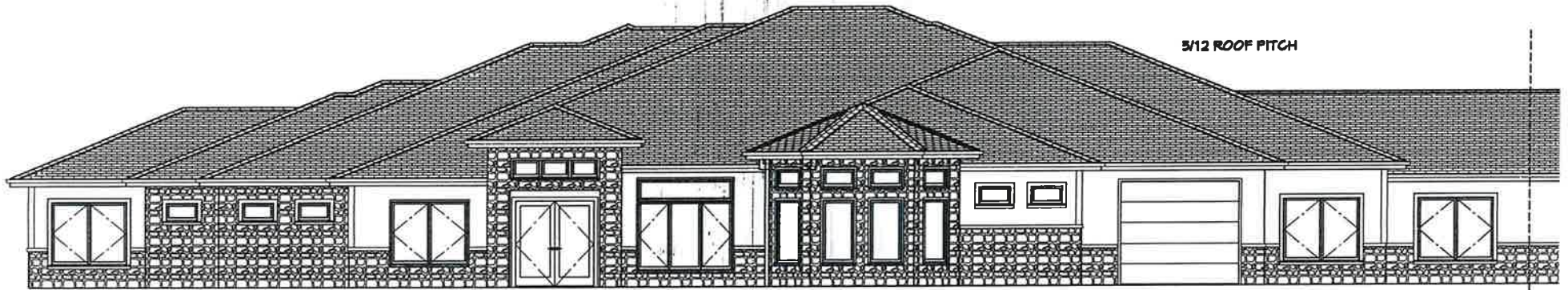
www.ashashouse.org

RECEIVED
JUN 17 2021
PLANNING DEPT.



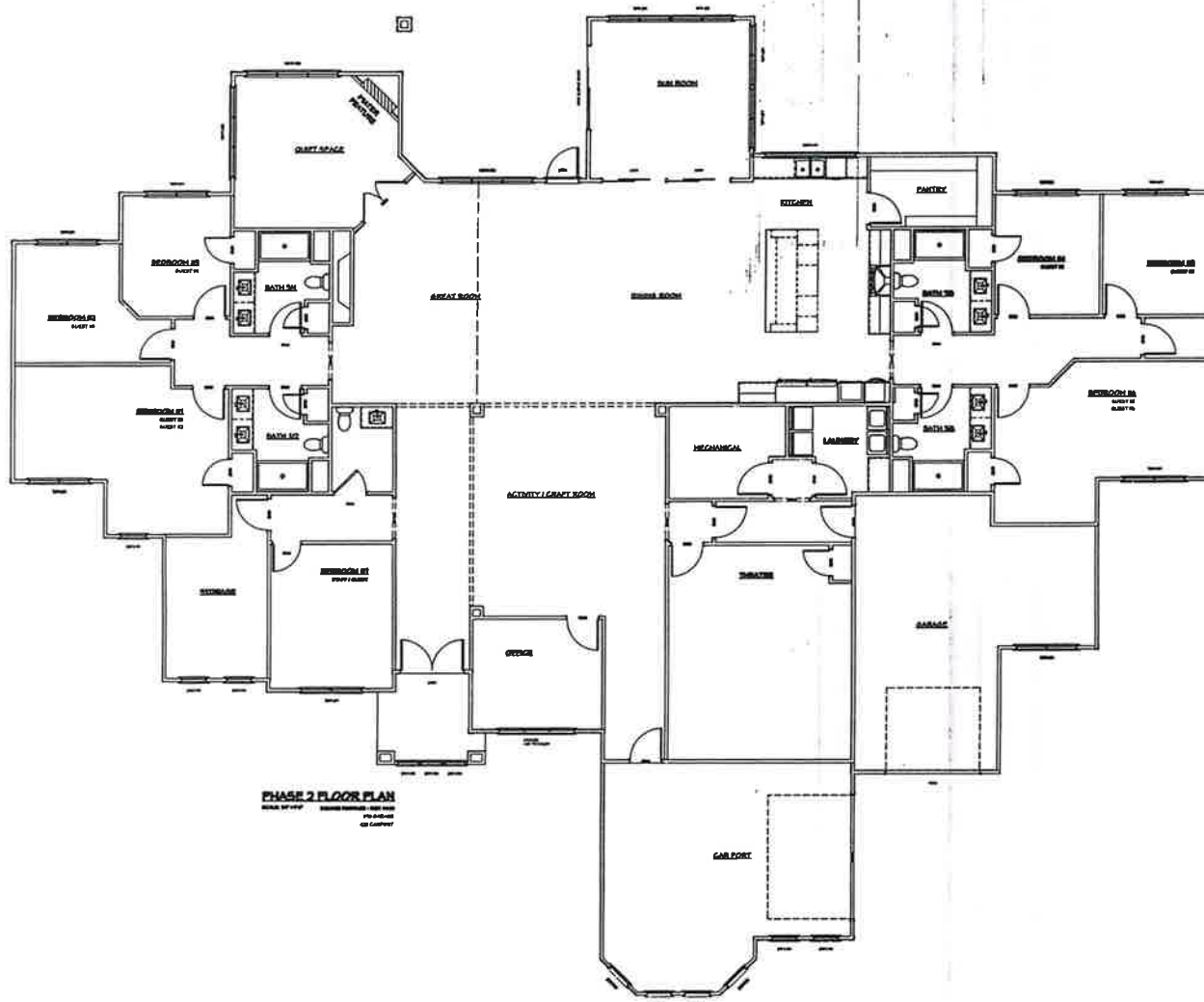
RECEIVED
 JUN 17 2021
 PLANNING DEPT.

6 of 6 SHEET	PRELIMINARY	/ /	INITIALS:	THE "AYSHA" HOUSE LOT TBD	<small> This preliminary plan is submitted for the purpose of providing information to the public and is not intended to be used for any other purpose. It is not a final plan and should not be used for any other purpose. It is not a final plan and should not be used for any other purpose. It is not a final plan and should not be used for any other purpose. </small>
	PRELIMINARY	/ /			
	FINAL DRAFT	/ /			
	REVISED	/ /			
	REVISED	/ /			



5/12 ROOF PITCH

FRONT ELEVATION PHASE 1
SCALE 3/8" = 1'-0"



PHASE 2 FLOOR PLAN
SCALE 3/8" = 1'-0"

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JUN 17 2021
PLANNING DEPT.

Tammi Palm

From: Christine Anderson <cranderson63@yahoo.com>
Sent: Wednesday, July 14, 2021 7:41 PM
To: Tammi Palm
Subject: Proposed Care Facility

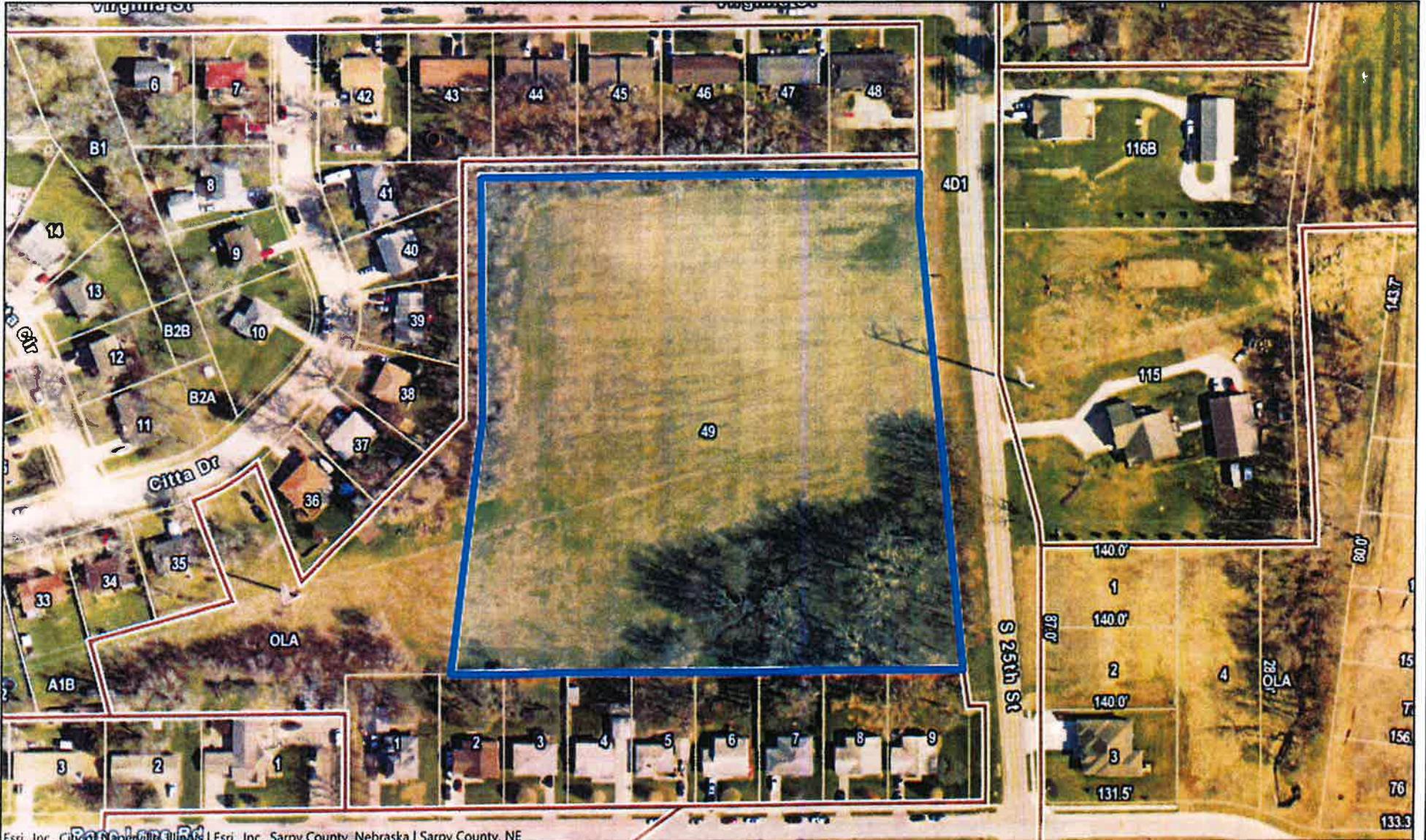
Ms. Palm,

I am writing about the rezoning of lots at 8700 South 25th street. I have researched the project on applicant Sharon Chaudhuri's website, Asha's House, and understand how important this project is to her and the people she wishes to help. However, the area off of 25th street doesn't seem to be the most appropriate location for this facility. This is mostly a residential area. I would assume there would be a more commercial area for it to be located. Having grown up in the area, I always thought nothing could be built under the power lines. There are numerous empty buildings and lots throughout both Sarpy and Douglas counties that may be a better fit. Traffic on 25th street has already doubled even tripled in the last 10 years with the Habitat for Humanity houses along Rose Lane and the new subdivisions east of 25th to Cornhusker Road. Please consider another area for this facility. Thank you.

Very Respectfully,

Christine Anderson

RECEIVED
JUL 14 2021
PLANNING DEPT.

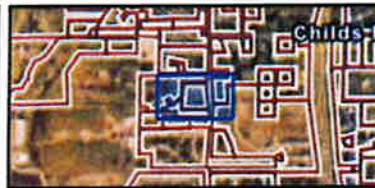


Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



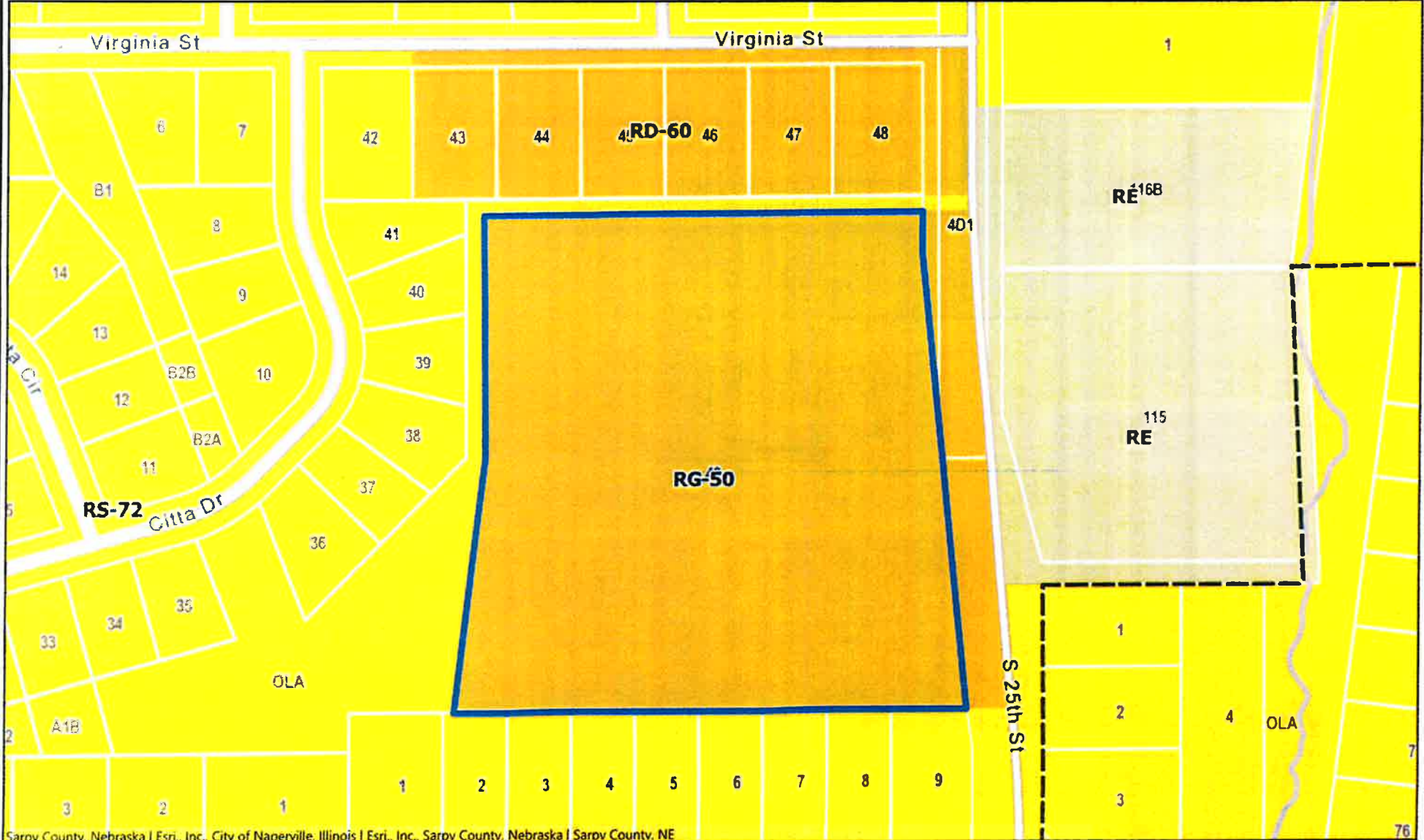
Map Scale 1: 2257

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



Notes





Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 2257

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



Notes



HAROLD SQUARE REPLAT ONE

LOTS 1 AND 2

BEING A REPLATTING OF LOT 49, HAROLD SQUARE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, LOCATED IN THE NE 1/4 OF SECTION 21, T14N, R13E OF THE 6th P.M. SAID SARPY COUNTY.

RECEIVED

JUL 14 2021

PLANNING DEPT.

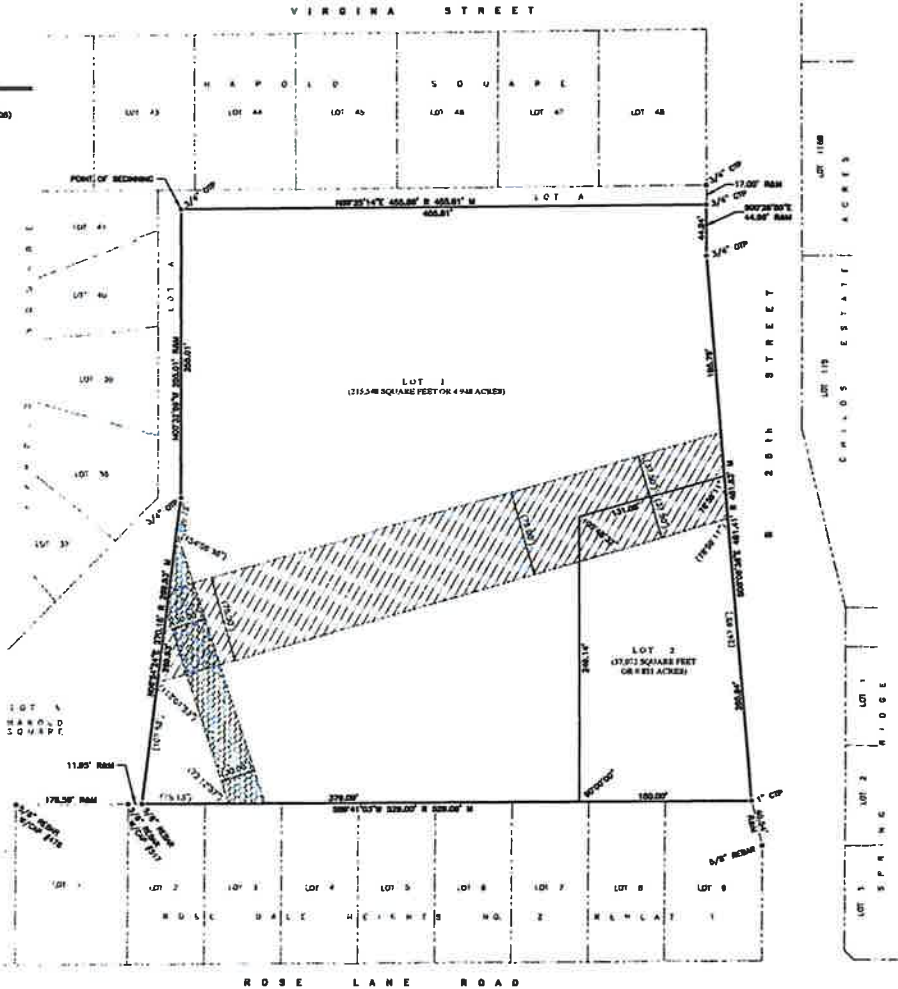


Strompen, Dressen & Dorner, Inc.
10836 Old Mill Rd
Omaha, NE 68154
p. 402.330.8860 f. 402.330.5886
td2co.com

NOTE:
1. DIMENSIONS AND ANGLES IN PARENTHESES REFER TO EASEMENTS.

30 FOOT WIDE SANITARY AND DRAINAGE EASEMENT RECORDED AS SHOWN ON THE FINAL PLAT OF HAROLD SQUARE RECORDED IN BOOK 5 AT PAGE 97 OF THE SARPY COUNTY RECORDS.
OMAHA PUBLIC POWER DISTRICT EASEMENT RECORDED IN MISC. BOOK 50 AT PAGE 314 AND AS SHOWN ON THE FINAL PLAT OF HAROLD SQUARE RECORDED IN BOOK 5 AT PAGE 97 BOTH OF THE SARPY COUNTY RECORDS.

- LEGEND**
- CORNERS FOUND
 - CORNERS SET (3/8" REBAR W/CAP #308)
 - R RECORDED DISTANCE
 - M MEASURED DISTANCE
 - OTF OPEN TOP PIPE
 - CTP CHAMPED TOP PIPE



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN WAS MADE UNDER MY DIRECT SUPERVISION AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS HAROLD SQUARE REPLAT ONE, LOTS 1 AND 2, BEING A REPLATTING OF LOT 49, HAROLD SQUARE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NW CORNER OF SAID LOT 49:

- THENCE N89°25'14"E (ASSUMED BEARING) 455.81 FEET ON THE NORTH LINE OF SAID LOT 49 TO THE NE CORNER THEREOF;
 - THENCE S07°28'35"E 44.08 FEET ON THE EAST LINE OF SAID LOT 49;
 - THENCE S05°08'34"E 481.63 FEET ON THE EAST LINE OF SAID LOT 49 TO THE SE CORNER THEREOF;
 - THENCE S89°41'03"W 328.09 FEET ON THE SOUTH LINE OF SAID LOT 49 TO THE SW CORNER THEREOF;
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 - THENCE N07°32'59"W 255.01 FEET ON THE WEST LINE OF SAID LOT 49 TO THE POINT OF BEGINNING.
- CONTAINING 232,820 SQUARE FEET OR 5.799 ACRES



JUNE 8, 2021
DATE:

JAMES D. WARNER
NEBRASKA RLS #308

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, SHARON CHAUDHURI, BEING THE OWNER, OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS, TO BE NUMBERED AS SHOWN SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS HAROLD SQUARE REPLAT ONE, AND WE DO HEREBY RATEY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE DO HEREBY GRANT PERPETUAL EASEMENTS TO OMAHA PUBLIC POWER DISTRICT (OPPD), CENTURYLINK AND COX COMMUNICATIONS ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING THE FRONT AND SIDE BOUNDARY LOT LINES, AND AN (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES.

PERPETUAL EASEMENTS ARE HEREBY GRANTED TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES AND TO EXTEND THEREIN PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING THE STREET.

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SHARON CHAUDHURI

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF SARPY
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021 BY SHARON CHAUDHURI.

NOTARY PUBLIC

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 SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2021.



SARPY COUNTY TREASURER

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF HAROLD SQUARE REPLAT ONE WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____, 2021.

SUSAN KLUTHE, CITY CLERK

RUSTY HIKEL, MAYOR

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF HAROLD SQUARE REPLAT ONE WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____, 2021.

CHAIRMAN

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF HAROLD SQUARE REPLAT ONE WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS _____ DAY OF _____, 2021.

SARPY COUNTY SURVEYOR/ENGINEER

HAROLD SQUARE REPLAT ONE
LOTS 1 AND 2



Revision Dates

File	Description	MM-DD-YY

Job No.: B1436-21-5B
Drawn By: RJR
Reviewed By: JDW
Date: JUNE 8, 2021
Book: 21/03
Pages: 31-33

Sheet Title

CITY OF BELLEVUE
FINAL PLAT

Sheet Number

SHEET 1 OF 1

ORDINANCE NO. 4047

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 8700 SOUTH 25TH STREET, 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:

Lot 1, Harold Square Replat One, located in the Northeast $\frac{1}{4}$ of Section 21, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RG-50 (General Residential - 5,000 Square Foot Zone) to RG-20 (General Residential - 2,000 Square Foot Zone); AND

Lot 2, Harold Square Replat One, located in the Northeast $\frac{1}{4}$ of Section 21, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RG-50 (General Residential – 5,000 Square Foot Zone) to RG-50 (General Residential – 5,000 Square Foot Zone).

(Sharon Chaudhuri)

Section 2. This ordinance shall not take effect until such time as the final plat of Harold Square Replat One is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 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 _____, 2021.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 08/03/2021

Second Reading: 08/17/2021

Third Reading: 09/07/2021

HAROLD SQUARE REPLAT ONE

LOTS 1 AND 2

BEING A REPLATTING OF LOT 49, HAROLD SQUARE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, LOCATED IN THE NE 1/4 OF SECTION 21, T14N, R13E OF THE 6th P.M. SAID SARPY COUNTY.

RECEIVED

JUL 14 2021

PLANNING DEPT.

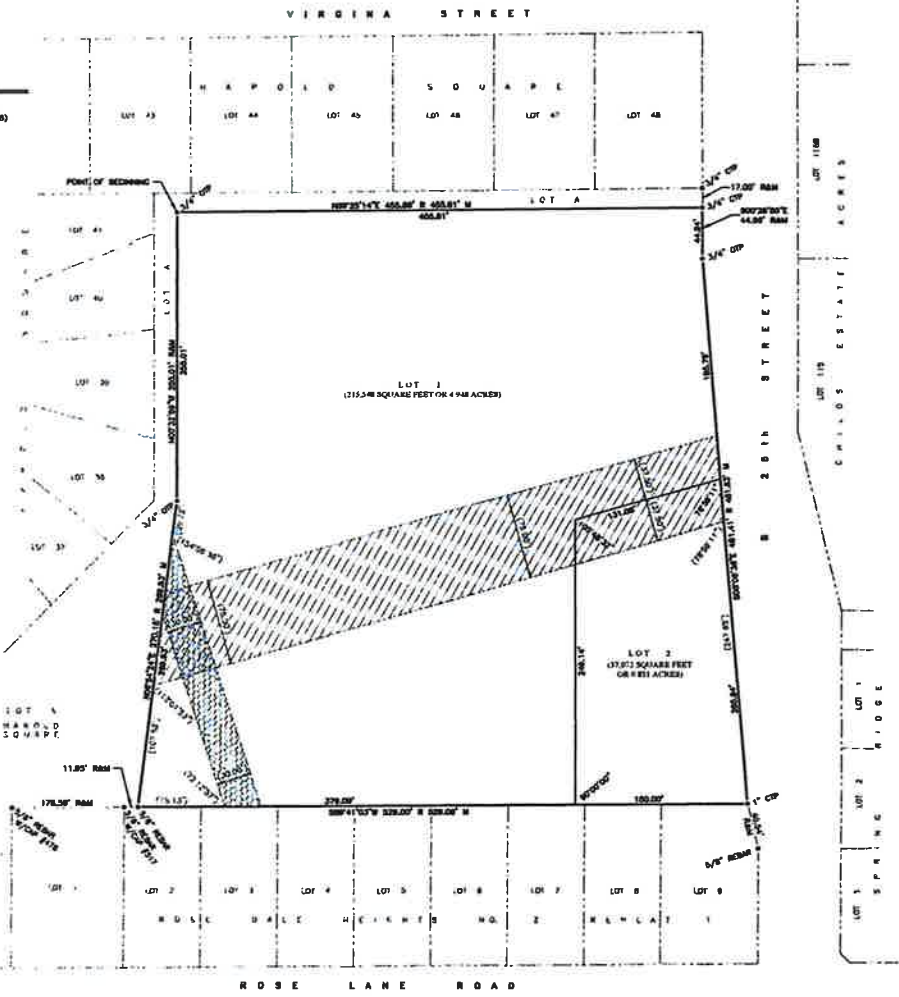


Stompson, Dressen & Dorner, Inc.
10836 Old Mill Rd
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p. 402.330.8860 f. 402.330.5886
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SURVEYOR'S CERTIFICATE

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- CONTAINING 232,820 SQUARE FEET OR 5.799 ACRES



JUNE 8, 2021
DATE:

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT I, SHARON CHAUDHURI, BEING THE OWNER, OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS, TO BE NUMBERED AS SHOWN SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS HAROLD SQUARE REPLAT ONE, AND WE DO HEREBY RATEY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE DO HEREBY GRANT PERPETUAL EASEMENTS TO OMAHA PUBLIC POWER DISTRICT (OPPD), CENTURYLINK AND COX COMMUNICATIONS ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING THE FRONT AND SIDE BOUNDARY LOT LINES, AND AN (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES. PERPETUAL EASEMENTS ARE HEREBY GRANTED TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES AND TO EXTEND THEREIN PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING THE STREET. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

SHARON CHAUDHURI

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF SARPY
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021 BY SHARON CHAUDHURI.

NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

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SARPY COUNTY TREASURER



APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF HAROLD SQUARE REPLAT ONE WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____, 2021.

SUSAN KLUTHE, CITY CLERK

RUSTY HIKEL, MAYOR

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF HAROLD SQUARE REPLAT ONE WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____, 2021.

CHAIRMAN

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF HAROLD SQUARE REPLAT ONE WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS _____ DAY OF _____, 2021.

SARPY COUNTY SURVEYOR/ENGINEER

HAROLD SQUARE REPLAT ONE
LOTS 1 AND 2



Revision Dates

File	Description	MM-DD-YY

Job No.: B1436-21-5B
Drawn By: RJR
Reviewed By: JDW
Date: JUNE 8, 2021
Book: 21/03
Pages: 31-33

CITY OF BELLEVUE
FINAL PLAT

SHEET 1 OF 1

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11c.
09/7/2021

COUNCIL MEETING DATE: 08/03/2021		SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Storage of Building Materials on Streets and Sidewalks - Declaration of Nuisance Ordinance

SYNOPSIS/BACKGROUND:

Ordinance No. 4048 will amend Article I, Chapter 28, of the Bellevue Municipal Code by amending section 28-7 and adding a new section 28-15 regarding the declaration of nuisance and abatement procedure for unlawful storage of building materials on streets and sidewalks and provide an effective date.

FISCAL IMPACT: 0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4048 to amend Article I, Chapter 28, of the Bellevue Municipal Code by amending section 28-7 and adding a new section 28-15 regarding the declaration of nuisance and abatement procedure for unlawful storage of building materials on streets and sidewalks and provide an effective date.

ATTACHMENTS:

1. Ordinance No. 4048 (Clean) 2. Ordinance (red-lined) 3.
 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE I, CHAPTER 28, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 28-7 AND ADDING A NEW SECTION 28-15 REGARDING THE DECLARATION OF NUISANCE AND ABATEMENT PROCEDURE FOR UNLAWFUL STORAGE OF BUILDING MATERIALS ON STREETS AND SIDEWALKS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Section 28-7 of Chapter 28, Article I of the Bellevue Municipal Code is hereby amended to read as follows:

Section §28-7 STORAGE OF BUILDING MATERIALS ON STREETS AND SIDEWALKS

Persons engaged in the erection, construction, reconstruction, wrecking or repairing of any building or the construction or repair of any sidewalk along any street may occupy the public space with building materials and equipment if such person shall make written application to and receive a permit in writing from the public works director to do so. No permit for the occupancy of the sidewalk space and more than one-third of the roadway of the public space adjacent to the real estate on which such building is to be constructed, erected, reconstructed, wrecked or repaired shall be granted. A suitable passageway for pedestrians shall be maintained within the public space included in the permit, which passageway shall be protected and lighted in the manner required by the public works director. The public works director and/or his or her designee shall enforce the provisions of this section.

Section 2. That Section 28-15 of Chapter 28, Article I of the Bellevue Municipal Code is hereby added to read as follows:

Section §28-15 DECLARATION OF NUISANCE; ABATEMENT

The occupation of the public space with building materials and equipment for the erection, construction, reconstruction, wrecking, or repairing of any building or the construction or repair of any sidewalk along any street without a permit in writing from the public works director pursuant to Section 28-7, or such occupation for which a permit has been issued but subsequently does not comply with the permitting requirements, is hereby declared to be a public nuisance and is subject to abatement and/or removal of such nuisance pursuant to the sections of Chapter 19, Article I of this Code.

Section 3. This Ordinance shall take effect and be in full force after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2021.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____
Second Reading: _____
Third Reading: _____

City Attorney

ORDINANCE NO. 4048

AN ORDINANCE TO AMEND ARTICLE I, CHAPTER 28, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 28-7 AND ADDING A NEW SECTION 28-15 REGARDING THE DECLARATION OF NUISANCE AND ABATEMENT PROCEDURE FOR UNLAWFUL STORAGE OF BUILDING MATERIALS ON STREETS AND SIDEWALKS AND TO PROVIDE AN EFFECTIVE DATE.

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ADOPTED by the Mayor and City Council this ____ day of _____ 2021.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: 08/03/2021
Second Reading: 08/17/2021
Third Reading: 09/07/2021

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11d. and 11d1.
09/7/2021

COUNCIL MEETING DATE: 08/07/2021		SUBMITTED BY: Budget Task Force	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Administration's Draft 2021-2022 Budget (Fiscal Year Ending September 30, 2022).

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$107.4 million in fiscal year 2021-22. This is an increase of \$10.1 million from the 2020-21 budgeted expenditures (due primarily to the increased cost of city services).

This budget provides funding for the City's operations and capital improvements. The General Fund, Community Betterment Fund and Debt Service Fund are budgeted using existing cash reserves and new revenues.

2021-2022 Budgeted Revenues of \$103,688,527.24 and Expenditures of \$107,438,527.24. Cash reserves decrease by \$3,750,000.00.

FISCAL IMPACT: \$107,438,527.24 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: FYE 2022 BUDGET

START DATE: 10/01/2021 END DATE: 09/30/2022 PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

No action taken at this meeting other than the 1st reading (August 7, 2021).
Open public hearing on August 17, 2021.
A separate public hearing will be held August 31, 2021.
Vote on budget and additional 1% restricted funds at the September 7, 2021 meeting along with the tax request resolution

ATTACHMENTS:

- Draft Budget Ordinance
- Draft Resolution - Setting Tax Request
- State Budget Forms
- Summary Budget Data
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

City of Bellevue in Sarpy County
 Budget for Fiscal Year Ending September 30, 2022 - Preliminary Draft
 Changes from Prior Year Adopted Budget - State Budget Form

Line No.	Beginning Balances, Receipts, & Transfers	Adopted Budget 2020 - 2021	Proposed Budget 2021 - 2022	Change	Explanation
1	Net Cash Balance	\$ 23,264,179.96	\$ 35,288,777.54	\$ 10,024,597.58	ARPA Funds of \$4.1 million plus underspending on projects
2	Investments			\$ -	
3	County Treasurer's Balance	\$ 250,000.00	\$ 250,000.00	\$ -	
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)	\$ -	\$ -	\$ -	
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 23,514,179.96	\$ 35,538,777.54	\$ 10,024,597.58	
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 26,452,264.42	\$ 27,656,200.00	\$ 1,203,935.58	4.6% increase due to valuation change (not levy change)
7	Federal Receipts	\$ 50,000.00	\$ 50,000.00	\$ -	No Change in Budgeted Amount.
8	State Receipts: Motor Vehicle Pro-Rate	\$ 48,000.00	\$ 77,200.00	\$ 29,200.00	Estimated 60% Increase due to post-COVID Recovery & Rebound.
9		\$ -	\$ -	\$ -	No Change.
10	State Receipts: Highway Allocation and Incentives	\$ 5,309,044.00	\$ 5,871,407.00	\$ 562,363.00	Change from State of Nebraska.
11	State Receipts: Motor Vehicle Fee	\$ 417,800.00	\$ 491,600.00	\$ 73,800.00	Estimated 18% Increase due to post-COVID Recovery & Rebound.
12	State Receipts: State Aid				
13	State Receipts: Municipal Equalization Aid	\$ 2,900,352.49	\$ 1,412,440.62	\$ (1,487,911.87)	Change from State of Nebraska.
14	State Receipts: Other	\$ 13,352.00	\$ 13,352.00	\$ -	No Change.
15	State Receipts: Property Tax Credit				
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -	No Change.
17	Local Receipts: Motor Vehicle Tax	\$ 1,102,000.00	\$ 2,146,600.00	\$ 1,044,600.00	Estimated 95% Increase due to post-COVID Recovery & Rebound.
18	Local Receipts: Local Option Sales Tax	\$ 12,751,300.00	\$ 15,497,100.00	\$ 2,745,800.00	Estimated 22% Increase due to post-COVID Recovery & Rebound.
19	Local Receipts: In Lieu of Tax	\$ 646,000.00	\$ 65,000.00	\$ (581,000.00)	Reduction due to Sarpy adoption of State Auditor interpretation of distribution.
20	Local Receipts: Other	\$ 48,454,304.63	\$ 49,110,627.62	\$ 656,322.99	Estimated Increases in all other fees, charge-for-services, etc.
21	Transfers In of Surplus Fees	\$ -	\$ -	\$ -	No Change.
22	Transfers In Other Than Surplus Fees	\$ 1,168,000.00	\$ 1,297,000.00	\$ 129,000.00	Increase in Inter-Fund Overhead Allocations.
23	Proprietary Function Funds (Only if Page 6 is Used)	\$ -	\$ -	\$ -	No Change.
24	Total Resources Available (Lines 5 thru 23)	\$ 122,826,597.50	\$ 139,227,304.78	\$ 16,400,707.28	4.5% in Revenue Growth; the Rest is Beginning Cash Increase.
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 97,312,417.54	\$ 107,438,527.24	\$ 10,126,109.70	10% in Expenditure Growth; Using some Built-Up Cash Reserves.
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 25,514,179.96	\$ 31,788,777.54	\$ 6,274,597.58	Drawing Down FORECASTED Ending Cash Balance 10%; Higher than last year's budgeted cash balance.
27	Cash Reserve Percentage	\$ 0.36	\$ 0.43	\$ 0.06	Cash Reserve Percentage of Operating Budget Higher
PROPERTY TAX RECAP	Tax from Line 6	\$ 26,452,264.42	\$ 27,656,200.00	\$ 1,203,935.58	4.6% increase due to valuation change (not rate change)
	County Treasurer Commission at 1%	\$ 264,523.00	\$ 276,562.00	\$ 12,039.00	Sarpy Treasurer Fee Comensurate with Tax Increase
	Total Property Tax Requirement	\$ 26,716,787.42	\$ 27,932,762.00	\$ 1,215,974.58	4.6% increase due to valuation change (not rate change)

**2021-2022
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM**

**City of Bellevue
TO THE COUNTY BOARD AND COUNTY CLERK OF
Sarpy County**

This budget is for the Period October 1, 2021 through September 30, 2022

Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:

The following **PERSONAL AND REAL PROPERTY TAX** is requested for the ensuing year:

\$ 20,338,612.00	Property Taxes for Non-Bond Purposes
\$ 7,594,150.00	Principal and Interest on Bonds
\$ 27,932,762.00	Total Personal and Real Property Tax Requested

Projected Outstanding Bonded Indebtedness as of October 1, 2021
(As of the Beginning of the Budget Year)

Principal	\$ 78,645,000.00
Interest	\$ 14,183,714.00
Total Bonded Indebtedness	\$ 92,828,714.00

\$ 4,579,120,323 **Total Certified Valuation (All Counties)**
(Certification of Valuation(s) from County Assessor **MUST** be attached)

Report of Joint Public Agency & Interlocal Agreements

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2020 through June 30, 2021?
 YES NO
 If YES, Please submit Interlocal Agreement Report by September 20th.

Report of Trade Names, Corporate Names & Business Names

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2020 through June 30, 2021?
 YES NO
 If YES, Please submit Trade Name Report by September 20th.

County Clerk's Use ONLY

Submission Information

APA Contact Information

Auditor of Public Accounts
State Capitol, Suite 2303
Lincoln, NE 68509

Telephone: (402) 471-2111 **FAX:** (402) 471-3301

Website: www.auditors.nebraska.gov

Questions - E-Mail: Jeff.Schreier@nebraska.gov

Budget Due by 9-20-2021

Submit budget to:

1. Auditor of Public Accounts -Electronically on Website or Mail
2. County Board (SEC. 13-508), C/O County Clerk

Preliminary Draft
Subject to Change
Valuation to be Certified by
August 20, 2021

City of Bellevue in Sarpy County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2019 - 2020 (Column 1)	Actual/Estimated 2020 - 2021 (Column 2)	Adopted Budget 2021 - 2022 (Column 3)
1	Net Cash Balance	\$ 20,995,949.87	\$ 21,516,313.75	\$ 35,288,777.54
2	Investments			
3	County Treasurer's Balance	\$ 234,711.76	\$ 261,479.08	\$ 250,000.00
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)			\$ -
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 21,230,661.63	\$ 21,777,792.83	\$ 35,538,777.54
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 26,029,651.70	\$ 26,947,608.77	\$ 27,656,200.00
7	Federal Receipts	\$ 43,113.41	\$ 139,319.19	\$ 50,000.00
8	State Receipts: Motor Vehicle Pro-Rate	\$ 39,962.73	\$ 61,526.85	\$ 77,200.00
9		\$ -	\$ -	\$ -
10	State Receipts: Highway Allocation and Incentives	\$ 5,551,894.68	\$ 6,422,859.48	\$ 5,871,407.00
11	State Receipts: Motor Vehicle Fee	\$ 420,789.22	\$ 482,149.55	\$ 491,600.00
12	State Receipts: State Aid	\$ -	\$ -	
13	State Receipts: Municipal Equalization Aid	\$ 1,640,951.54	\$ 3,943,155.38	\$ 1,412,440.62
14	State Receipts: Other	\$ 531,294.93	\$ 1,125,239.57	\$ 13,352.00
15	State Receipts: Property Tax Credit	\$ -	\$ -	
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
17	Local Receipts: Motor Vehicle Tax	\$ 1,222,904.02	\$ 1,334,443.39	\$ 2,146,600.00
18	Local Receipts: Local Option Sales Tax	\$ 12,544,526.88	\$ 14,759,353.02	\$ 15,497,100.00
19	Local Receipts: In Lieu of Tax	\$ 1,114,044.66	\$ 349,378.59	\$ 65,000.00
20	Local Receipts: Other	\$ 66,844,325.87	\$ 43,730,943.28	\$ 49,110,627.62
21	Transfers In of Surplus Fees	\$ -	\$ -	\$ -
22	Transfers In Other Than Surplus Fees	\$ 1,093,000.00	\$ 1,168,000.00	\$ 1,297,000.00
23	Proprietary Function Funds (Only if Page 6 is Used)			\$ -
24	Total Resources Available (Lines 5 thru 23)	\$ 138,307,212.27	\$ 122,241,769.90	\$ 139,227,304.78
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 116,529,328.44	\$ 86,702,992.36	\$ 107,438,527.24
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 21,777,792.83	\$ 35,538,777.54	\$ 31,788,777.54
27	Cash Reserve Percentage			43%
PROPERTY TAX RECAP		Tax from Line 6		\$ 27,656,200.00
		County Treasurer Commission at 1%		\$ 276,562.00
		Total Property Tax Requirement		\$ 27,932,762.00

Preliminary Draft
Subject to Change
Valuation to be Certified by August 20, 2021

City of Bellevue in Sarpy County

To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:

	Property Tax Request
General Fund	20,338,612.00
Bond Fund	594,150.00
_____ Fund	_____
_____ Fund	_____
Total Tax Request	** \$ 20,932,762.00

** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.

Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.

Special Reserve Fund Name	Amount
American Rescue Plan Act (ARPA)	\$ 4,197,818.50
_____	_____
_____	_____
_____	_____
Total Special Reserve Funds	\$ 4,197,818.50
Total Cash Reserve	\$ 31,788,777.54
Remaining Cash Reserve	\$ 27,590,959.04
Remaining Cash Reserve %	37%

Documentation of Transfers of Surplus Fees:

(Only complete if Transfers of Surplus Fees Were Budgeted)

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From: _____ Transfer To: _____

Amount: _____

Reason:

Transfer From: _____ Transfer To: _____

Amount: _____

Reason:

Transfer From: _____ Transfer To: _____

Amount: _____

Reason:

Preliminary Draft
Subject to Change
Valuation to be Certified by August 20, 2021

City of Bellevue in Sarpy County

Line No.	2021-2022 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 7,061,955.46	\$ 575,000.00	\$ 142,431.00	\$ 12,107,867.12	\$ 1,015,000.00	\$ -	\$ 20,902,253.58
3	Public Safety - Police and Fire	\$ 25,143,657.42	\$ -	\$ 1,940,000.00	\$ -	\$ -	\$ -	\$ 27,083,657.42
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 5,409,042.87	\$ 18,385,000.00	\$ 75,000.00	\$ 1,029,881.32	\$ -	\$ -	\$ 24,898,924.19
6	Public Works - Other	\$ 4,190,197.23	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ 4,540,197.23
7	Public Health and Social Services	\$ 1,140,326.16	\$ -	\$ 70,000.00	\$ -	\$ -	\$ -	\$ 1,210,226.16
8	Culture and Recreation	\$ 5,097,134.32	\$ 5,650,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10,747,134.32
9	Community Development	\$ 435,913.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 435,913.04
10	Miscellaneous	\$ 53,120.00	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	\$ 803,120.00
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 4,086,730.50	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 4,088,730.50
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 8,475,654.57	\$ 3,500,000.00	\$ 75,000.00	\$ 397,718.73	\$ 280,000.00	\$ -	\$ 12,728,373.30
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds (Page 6)					\$ -		\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 61,093,629.07	\$ 29,210,000.00	\$ 2,302,431.00	\$ 13,535,467.17	\$ 1,297,000.00	\$ -	\$ 107,438,527.24

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

City of Bellevue in Sarpy County

Line No.	2020-2021 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 3,032,921.54	\$ -	\$ 253,421.70	\$ 13,868,775.43	\$ 900,000.00	\$ -	\$ 18,055,118.67
3	Public Safety - Police and Fire	\$ 23,883,226.02	\$ 83,229.60	\$ 1,559,096.86	\$ 66,137.80	\$ -	\$ -	\$ 25,591,690.28
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 5,096,189.90	\$ 7,945,260.15	\$ 665,000.00	\$ 892,036.56	\$ -	\$ -	\$ 14,598,486.61
6	Public Works - Other	\$ 3,633,664.00	\$ 98,647.49	\$ 109,477.76	\$ -	\$ -	\$ -	\$ 3,841,790.02
7	Public Health and Social Services	\$ 1,078,018.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,078,018.80
8	Culture and Recreation	\$ 4,357,100.02	\$ 5,197,117.00	\$ 64,754.00	\$ -	\$ 3,000.00	\$ -	\$ 9,621,978.02
9	Community Development	\$ 688,732.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 688,732.98
10	Miscellaneous	\$ 167,990.87	\$ 1,060.22	\$ -	\$ -	\$ -	\$ -	\$ 892,451.09
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 3,949,526.79	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 3,950,526.79
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 7,070,659.11	\$ 651,352.51	\$ -	\$ 398,187.48	\$ 264,000.00	\$ -	\$ 8,384,199.10
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds					\$ -		\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 52,957,437.80	\$ 14,700,666.97	\$ 2,651,740.82	\$ 15,225,137.27	\$ 1,168,000.00	\$ -	\$ 86,702,992.36

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

City of Bellevue in Sarpy County

Line No.	2019-2020 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 26,464,267.71	\$ 129,192.71	\$ 56,719.00	\$ 30,208,136.23	\$ 78,000.00	\$ -	\$ 56,936,315.65
3	Public Safety - Police and Fire	\$ 21,848,923.38	\$ 358,189.20	\$ 735,123.99	\$ 88,182.40	\$ -	\$ -	\$ 23,030,418.97
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Public Works - Streets	\$ 5,081,530.74	\$ 5,842,016.54	\$ 1,948,842.00	\$ 931,604.10	\$ -	\$ -	\$ 13,803,993.38
6	Public Works - Other	\$ 3,604,855.50	\$ 11,101.04	\$ 34,733.68	\$ -	\$ -	\$ -	\$ 3,650,690.23
7	Public Health and Social Services	\$ 951,768.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 951,768.28
8	Culture and Recreation	\$ 3,736,061.16	\$ 511,636.10	\$ 63,107.00	\$ -	\$ 750,000.00	\$ -	\$ 4,560,795.26
9	Community Development	\$ 527,779.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 527,779.25
10	Miscellaneous	\$ 31,998.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,998.90
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Solid Waste	\$ 3,648,592.18	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 3,649,592.18
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Wastewater	\$ 7,986,890.18	\$ 457,856.98	\$ 284,069.20	\$ 393,159.98	\$ 264,000.00	\$ -	\$ 9,385,976.34
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Proprietary Function Funds					\$ -		\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 73,382,658.29	\$ 7,309,992.57	\$ 3,122,544.87	\$ 31,621,082.71	\$ 1,093,000.00	\$ -	\$ 116,529,328.44

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

City of Bellevue in Sarpy County

2021-2022 SUMMARY OF PROPRIETARY FUNCTION FUNDS

NOTE: COMPLETE THIS PAGE ONLY IF A SEPARATE PROPRIETARY FUNCTION FUND BUDGET IS FILED WITH THE CLERK OF THE MUNICIPALITY.

THIS SPACE FOR USE OF PROPRIETARY FUNCTION FUNDS ONLY

Funds (List)	Beginning Balance	Total Budget of Receipts	Total Budget of Disbursements	Cash Reserve
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -
	(Forward to Page 2, Line 4)	(Forward to Page 2, Line 23)	(Forward to Page 3, Line 21)	

Preliminary Draft
 Subject to Change
 Valuation to be Certified by August 20, 2021

NOTE: State Statute Section 13-504 requires a uniform summary of the proposed budget statement including each proprietary function fund included in a separate proprietary budget statement prepared pursuant to the Municipal Proprietary Function Act. Proprietary function shall mean a water supply or distribution utility, a waste-water collection or treatment utility, an electric generation, transmission, or distribution utility, a gas supply, transmission, or distribution utility, an integrated solid waste management collection, disposal, or handling utility, or a hospital or a nursing home owned by a municipality.

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent

NAME Mayor Rusty Hike
 ADDRESS 1500 Wall Street
 CITY & ZIP CODE Bellevue, NE 68005
 TELEPHONE (402) 293-3000
 WEBSITE bellevue.net

Preliminary Draft
 Subject to Change
 Valuation to be Certified by August 20, 2021

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	<u>Rusty Hike</u>	<u>Rich Severson</u>	<u>Rich Severson</u>
TITLE /FIRM NAME	<u>Mayor</u>	<u>Treasurer</u>	<u>Treasurer</u>
TELEPHONE	<u>(402) 293-3000</u>	<u>(402) 293-3088</u>	<u>(402) 293-3088</u>
EMAIL ADDRESS	<u>rusty.hike@bellevue.net</u>	<u>rich.severson@bellevue.net</u>	<u>rich.severson@bellevue.net</u>

For Questions on this form, who should we contact (please check one): Contact will be via email if supplied.

- Board Chairperson
- Clerk / Treasurer / Superintendent / Other
- Preparer

City of Bellevue in Sarpy County

2021-2022 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$	27,932,762.00
Motor Vehicle Pro-Rate	(2)	\$	77,200.00
In-Lieu of Tax Payments	(3)	\$	65,000.00
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.			
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))	(4)	\$	20,610,000.00
LESS: Amount Spent During 2020-2021	(5)	\$	6,995,466.50
LESS: Amount Expected to be Spent in Future Budget Years	(6)	\$	1,200,000.00
Amount to be included as Restricted Funds (<u>Cannot Be A Negative Number</u>)	(7)	\$	12,414,533.50
Motor Vehicle Tax	(8)	\$	2,146,600.00
Local Option Sales Tax	(9)	\$	15,497,100.00
Transfers of Surplus Fees	(10)	\$	-
Highway Allocation and Incentives	(11)	\$	5,871,407.00
	(12)		
Motor Vehicle Fee	(13)	\$	491,600.00
Municipal Equalization Fund	(14)	\$	1,412,440.62
Insurance Premium Tax	(15)	\$	-
Nameplate Capacity Tax	(15a)	\$	-
TOTAL RESTRICTED FUNDS (A)	(16)	\$	65,908,643.12

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)	(17)	\$	14,660,000.00
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)	(18)	\$	1,200,000.00
Agrees to Line (6).	(19)	\$	13,460,000.00
Allowable Capital Improvements	(20)		
Bonded Indebtedness	(21)		
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(22)	\$	-
Interlocal Agreements/Joint Public Agency Agreements	(23)		
Public Safety Communication Project (Statute 86-416)	(23a)		
Benefits Paid Under the Firefighter Cancer Benefits Act	(24)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(25)		
Judgments	(26)		
Refund of Property Taxes to Taxpayers	(27)		
Repairs to Infrastructure Damaged by a Natural Disaster	(28)		
TOTAL LID EXCEPTIONS (B)	(28)	\$	13,460,000.00

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)	\$	52,448,643.12
<i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>		

Total Restricted Funds for Lid Computation **cannot** be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.

City of Bellevue
IN
Sarpy County

LID COMPUTATION FORM FOR FISCAL YEAR 2021-2022

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1	
2020-2021 Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form	52,793,143.82 <small>Option 1 - (Line 1)</small>
OPTION 2	
<i>Only use if a vote was taken at a townhall meeting to exceed Lid for one year</i>	
Line (1) of Prior Year Lid Computation Form	Option 2 - (A)
Allowable Percent Increase Less Vote Taken (Prior Year Lid Computation Form Line (6) - Line (5))	Option 2 - (B) %
Dollar Amount of Allowable Increase Excluding the vote taken Line (A) times Line (B)	-
Calculated 2020-2021 Restricted Funds Authority (Base Amount) Line (A) Plus Line (C)	Option 2 - (C)
	Option 2 - (Line 1)

CURRENT YEAR ALLOWABLE INCREASES

1	BASE LIMITATION PERCENT INCREASE (2.5%)	2.50 %
		(2)
2	ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5%	- %
	$\frac{\text{2021 Growth per Assessor}}{\text{2020 Valuation}} \times 100 = \frac{4,375,426,659.00}{\text{2020 Valuation}} \times 100 = 0.00 \%$	(3)
	<small>Multiply times 100 To get %</small>	
3	ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE	1.00 %
	$\frac{\text{\# of Board Members voting "Yes" for Increase}}{\text{Total \# of Members in Governing Body at Meeting}} = \frac{6}{6} = 100.00 \%$	(4)
	<small>Must be at least 75% (3/4) of the Governing Body</small>	
	ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.	
4	SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED INCREASE	% (5)
	Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting	
	TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5)	3.50 % (6)
	Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6)	1,847,760.03 (7)
	Total Restricted Funds Authority = Line (1) + Line (7)	54,640,903.85 (8)
	Less: Restricted Funds from Lid Supporting Schedule	52,448,643.12 (9)
	Total Unused Restricted Funds Authority = Line (8) - Line (9)	2,192,260.73 (10)

LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR YOU ARE IN VIOLATION OF THE LID LAW.

Preliminary Draft
Subject to Change
Valuation to be Certified by August 20, 2021

City of Bellevue in Sarpy County

2021-2022 CAPITAL IMPROVEMENT LID EXEMPTIONS

<u>Description of Capital Improvement</u>	<u>Amount Budgeted</u>
Library Improvement (Building)	\$ 4,000,000.00
Stonecroft Park Parking Lot	\$ 220,000.00
Street Improvements	\$ 10,440,000.00

*Preliminary Draft
Subject to Change
Valuation to be Certified by August 20, 2021*

Total - Must agree to Line 17 on Lid Support Page 8

\$ 14,660,000.00

Municipality Levy Limit Form

City of Bellevue in Sarpy County

Municipality Levy

Personal and Real Property Tax Request	(1)		27,932,762.00
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	7,594,150.00	
Interest Free Financing (Public Airports)	(5)	0.00	
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	0.00	
Total Levy Exemptions	(7)		7,594,150.00
Tax Request Subject to Levy Limit	(8)		20,338,612.00
Valuation	(9)		4,579,120,323
Municipality Levy Subject to Levy Authority	(10)		0.444160
Levy Authority Allocated to Others-			
Airport Authority	(11)		0.000000
Community Redevelopment Authority	(12)		0.000000
Transit Authority	(13)		0.000000
Off Street Parking District Valuation	(14)		
Off Street Parking District Levy (Statute 77-233(2))	(15)	0.000000	0.000000
Other	(16)		0.000000
Total Levy for Compliance Purposes	(17)		0.444160 (A)
 Levy Authority			
Municipality Levy Limit	(18)		0.450000
Municipality property taxes designated for interlocal agreements	(19)		0.000000
Total Municipality Levy Authority	(20)		0.450000 (B)
Voter Approved Levy Override	(21)		0.000000 (C)

Note: (A) must be less than the greater of (B) or (C) to be in compliance with the Statutes

This Form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 45 cents plus 5 cents for interlocal agreements.

State Statute Section 86-416 allows for a special tax to fund Public Safety Communication projects, the tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included as Bonded Indebtedness on Line 7 above.

A municipality may exceed the limits in State Statute Section 77-3442 by completing the requirements of State Statute Section 77-3444 (Election or Townhall Meeting). **If an amount is entered on Line 21, a sample ballot and election results MUST be submitted with budget. If voter approved override was completed at a Townhall Meeting, minutes of that meeting, and a list of registered voters in the municipality must be submitted.** Please refer to the statutes to ensure all requirements are met.

City of Bellevue
IN
Sarpy County, Nebraska

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 17th day of August 2021, at 6:00 o'clock P.M., at 1500 Wall Street, Bellevue, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2019-2020 Actual Disbursements & Transfers	\$ 116,529,328.44
2020-2021 Actual/Estimated Disbursements & Transfers	\$ 86,702,992.36
2021-2022 Proposed Budget of Disbursements & Transfers	\$ 107,438,527.24
2021-2022 Necessary Cash Reserve	\$ 31,788,777.54
2021-2022 Total Resources Available	\$ 139,227,304.78
Total 2021-2022 Personal & Real Property Tax Requirement	\$ 27,932,762.00
Unused Budget Authority Created For Next Year	\$ 2,192,260.73

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 20,338,612.00
Personal and Real Property Tax Required for Bonds	\$ 7,594,150.00

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 7th day of September 2021, at 6:00 o'clock P.M., at 1500 Wall Street, Bellevue, NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2020	2021	Change
Operating Budget	97,312,417.54	107,438,527.24	10%
Property Tax Request	\$ 26,716,787.42	\$ 27,932,762.00	5%
Valuation	4,375,426,659	4,579,120,323	5%
Tax Rate	0.610610	0.610003	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.583448		

Preliminary Draft
Subject to Change
Valuation to be Certified by August 30, 2021

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. _____

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of Bellevue passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of Bellevue resolves that:

1. The 2021-2022 property tax request be set at:

General Fund: \$ 20,338,612.00

Bond Fund: \$ 7,594,150.00

2. The total assessed value of property differs from last year's total assessed value by 4.66 percent.

3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.83449 per \$100 of assessed value.

4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.610003 per \$100 of assessed value.

5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will increase or decrease last year's budget by 10.41 percent.

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2021.

Motion by _____, seconded by _____ to adopt Resolution # _____.

Voting yes were:

Voting no were:

Dated this _____ day of _____, 2021

Preliminary Draft
Subject to Change
Valuation to be Certified by August 20, 2021

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

City of Bellevue

Sarpy County

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	

Preliminary Draft
 Subject to Change
 Valuation to be Certified by August 20, 2021

Total Amount used as Lid Exemption \$ -

REPORT OF TRADE NAMES, CORPORATE NAMES, BUSINESS NAMES

REPORTING PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021

City of Bellevue

Sarpy County

SUBDIVISION NAME

COUNTY

List all Trade Names, Corporate Names and Business Names under which the political subdivision conducted business.

*Preliminary Draft
Subject to Change
Valuation to be Certified by August 20, 2021*

ORDINANCE NO. 4049

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATIONS BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget, Exhibit A, as presented and set forth in the budget statement, is hereby approved as the Annual Appropriations Bill for the fiscal year beginning October 1, 2021, through September 30, 2022. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of Bellevue. A copy of the budget document, Exhibit A, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska, for use by the levying authority.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND ADOPTED THIS 7th day of September, 2021.

APPROVED AS TO FORM:

City Attorney

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

<u>First Reading:</u>	<u>08/03/2021</u>
<u>Second Reading:</u>	<u>08/17/2021</u>
<u>Special Budget Hearing:</u>	<u>08/31/2021</u>
<u>Third Reading:</u>	<u>09/07/2021</u>



City of Bellevue

Finance Department

1500 Wall Street. ▪ Bellevue, Nebraska 68005 ▪ (402) 293-3000

The City of Bellevue's Administration

Presents

The Fiscal Year 2021-2022 Annual Budget

BUILDING A BETTER BELLEVUE

City of Bellevue

Annual Budget

For The Fiscal Year

October 1, 2021

Through

September 30, 2022

City of Bellevue Mayor and City Council

Mayor

Rusty Hike

City Council

Thomas Burns

Ward 1

Bob Stinson

Ward 2

Paul Cook

Ward 3

Council President

Kathy Welch

Ward 4

Don Preister

Ward 5

Jerry McCaw

At Large

City of Bellevue Management Team

City Administrator's Office

Jim Ristow, City Administrator Since 2018

Appointees

Susan Kluthe, City Clerk Since 2019

Bree Robbins, City Attorney Since 2019

Rich Severson, Treasurer Since 2013

Directors

Doug Clark, Public Works Director Since 2020

Julie Dinville, Library Director Since 2015

Ken Clary, Police Chief Since 2021

Perry Guido, Fire Chief Since 2009

Ashley Decker, Human Resources Director Since 2020

Mark Elbert, Community Development Director Since 2019

Rich Severson, Finance Director Since 2010

City of Bellevue

Budget Proposal's Key Points

- **No Increase In Property Tax Rate (Mil Levy)**
 - No change from 61¢ since 2014
- **Budgeted Expenditures Rise \$10 Million to \$107 Million, up 10%**
 - Catch Up Spending from the COVID Years (Exiting FYE2021 \$14 Million Favorable to Budget)
- **Budgeted Resources Available Rise \$17 Million to \$139.3 Million, up 13%**
- **Increases the Budget for Public Safety**
 - Increases Sworn Police Officers by 5 to 105 and the associated operational budget by 9%
 - Increases Fire Protection Services' operational budget by 8%
- **Increases the Budget for Other City Services**
 - Increases Public Works' operational budget by 10%

City of Bellevue

Budget Proposal's Key Points-continued

- City Maintaining a AA+ Bond Rating from S&P
- Provides Continued Infrastructure Improvements
 - Library Renovation/Improvements
 - Street Improvements, Including 36th Street
- Anticipates Economic Development Activities
 - Funding LB840 - \$750,000
 - Catalyst for new business and continued enhancement of Olde Towne

History of Bellevue's Valuations and Tax Levies

Tax Year	Valuation in billions of dollars	Tax Levy expressed as cents per hundred dollars of assessed value
2021	\$4.58	0.610000
2020	\$4.38	0.610000
2019	\$3.39	0.610000
2018	\$3.10	0.610000
2017	\$2.99	0.610000
2016	\$2.76	0.610000
2015	\$2.72	0.610000
2014	\$2.70	0.610000
2013	\$2.76	0.600000
2012	\$2.70	0.554876
2011	\$2.70	0.554876
2010	\$2.68	0.554876
2009	\$2.69	0.554876
2008	\$2.36	0.524880

Preliminary Draft
Subject to Change

City of Bellevue
Fund Balance Cash Roll-Forward
2021-22 Annual Budget

Beginning Cash at 09-30-21 (Forecasted)	\$	35,538,923
Revenues		103,688,527
Resources Available		139,227,450
Expenditures		(107,438,527)
Ending Cash at 09-30-22	\$	31,788,923

**City of Bellevue
Fund Balance Cash Roll-Forward
2021-22 Annual Budget**

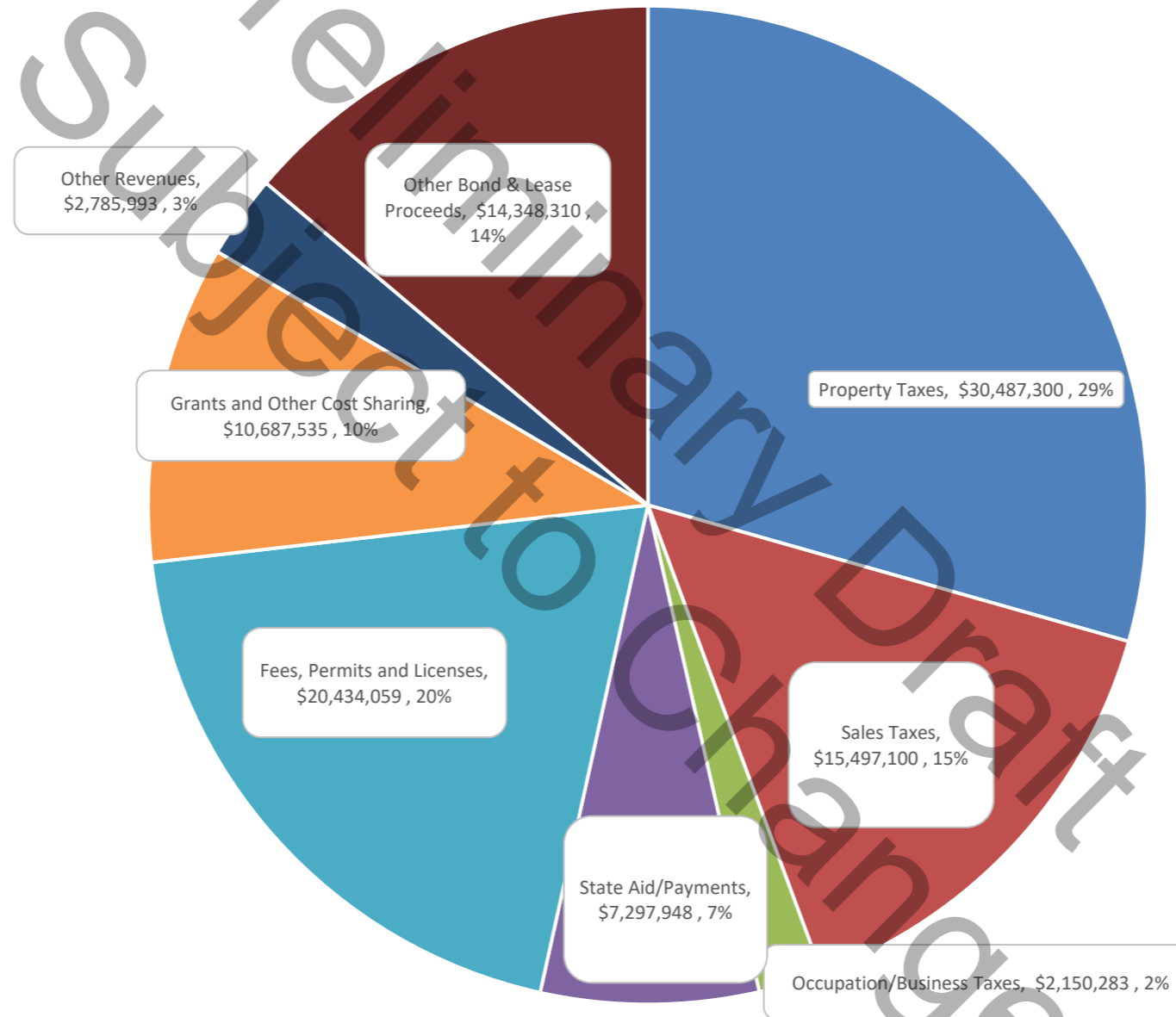
	Fund							
	Total	F10 General	F20 Wastewater	F50 Community Betterment	F55 Economic Development	F60 Community Development	F80 & F81 Police Funds	F95 Debt Service
Fund Balance (Cash) at 09-30-20	\$ 21,777,792.83	\$ 6,113,468.94	\$ 2,513,899.91	\$ 3,476,566.89	\$ 2,316,935.24	\$ 180,254.47	\$ 131,245.42	\$ 7,045,421.96
Forecast Revenues	\$ 100,463,977.07	\$ 71,854,136.07	\$ 10,960,399.44	\$ 1,055,462.70	\$ 750,130.22	\$ 687,618.16	\$ 154,043.20	\$ 15,002,187.28
Forecast Expenditures	\$ 86,702,846.65	\$ 62,216,328.65	\$ 8,384,199.10	\$ 305,462.70	\$ 750,130.22	\$ 688,732.98	\$ 154,042.81	\$ 14,203,950.19
Forecast Net increase / (decrease)	\$ 13,761,130.42	\$ 9,637,807.42	\$ 2,576,200.34	\$ 750,000.00	-	\$ (1,114.82)	\$ 0.39	\$ 798,237.09
<i>Rounding</i>								
Forecasted Fund Balance (Cash) at 09-30-21	\$ 35,538,923.25	\$ 15,751,276.36	\$ 5,090,100.25	\$ 4,226,566.89	\$ 2,316,935.24	\$ 179,139.65	\$ 131,245.81	\$ 7,843,659.05
Budgeted Revenues	\$ 103,688,527.24	\$ 72,228,980.90	\$ 13,478,373.30	\$ 1,056,890.00	\$ 750,120.00	\$ 435,913.04	\$ 53,000.00	\$ 15,685,250.00
Budgeted Expenditures	\$ 107,438,527.24	\$ 75,228,980.90	\$ 12,728,373.30	\$ 1,806,890.00	\$ 750,120.00	\$ 435,913.04	\$ 53,000.00	\$ 16,435,250.00
Budgeted Net increase / (decrease)	\$ (3,750,000.00)	\$ (3,000,000.00)	\$ 750,000.00	\$ (750,000.00)	-	-	-	\$ (750,000.00)
<i>Rounding</i>								
Budgeted Fund Balance (Cash) at 09-30-22	\$ 31,788,923.25	\$ 12,751,276.36	\$ 5,840,100.25	\$ 3,476,566.89	\$ 2,316,935.24	\$ 179,139.65	\$ 131,245.81	\$ 7,093,659.05
% increase / decrease in cash								
9/30/22 vs 9/30/20	46.0%	108.6%	132.3%	-	-	(0.6%)	0.0%	0.7%
9/30/22 vs 9/30/21	(10.6%)	(19.0%)	14.7%	(17.7%)	-	-	-	(9.6%)

**City of Bellevue
2021-22 Annual Budget
Bonded Indebtedness**

	<u>Total Debt</u>	<u>Total Debt to Valuation</u>	<u>Highway Allocation Bonds</u>	<u>Wastewater Bonds</u>	<u>Net GO Debt</u>	<u>G.O. Debt to Valuation</u>
Beginning Bonded Indebtedness at 10-01-20	\$ 78,905,000	1.80%	\$ 7,095,000	\$ 2,175,000	\$ 69,635,000	1.59%
Principal Payments During Year	(12,630,000)		\$ (435,000)	\$ (250,000)	\$ (11,945,000)	
New Debt Issued	12,370,000		\$ 5,850,000	\$ -	\$ 6,520,000	
Ending Bonded Indebtedness at 09-30-21	78,645,000	1.72%	\$ 12,510,000	\$ 1,925,000	\$ 64,210,000	1.40%
Principal Payments During Year	(6,880,000)		\$ (435,000)	\$ (255,000)	\$ (6,190,000)	
New Debt To Be Issued	10,260,000		\$ 6,260,000	\$ -	\$ 4,000,000	
Ending Bonded Indebtedness at 09-30-22	\$ 82,025,000	1.79%	\$ 18,335,000	\$ 1,670,000	\$ 62,020,000	1.35%
Valuation: \$4,579,120,000						
Budgeted Cash Balances (unrestricted) at 09-30-22	25,685,036		\$ 12,751,276	\$ 5,840,100	\$ 7,093,659	
Cash / Debt Principal at 09-30-22			70%	350%	11%	
Cash Balances / FYE2022 Debt Service			18.4	20.1	2.0	
Debt Service Coverage Ratio				1.8		

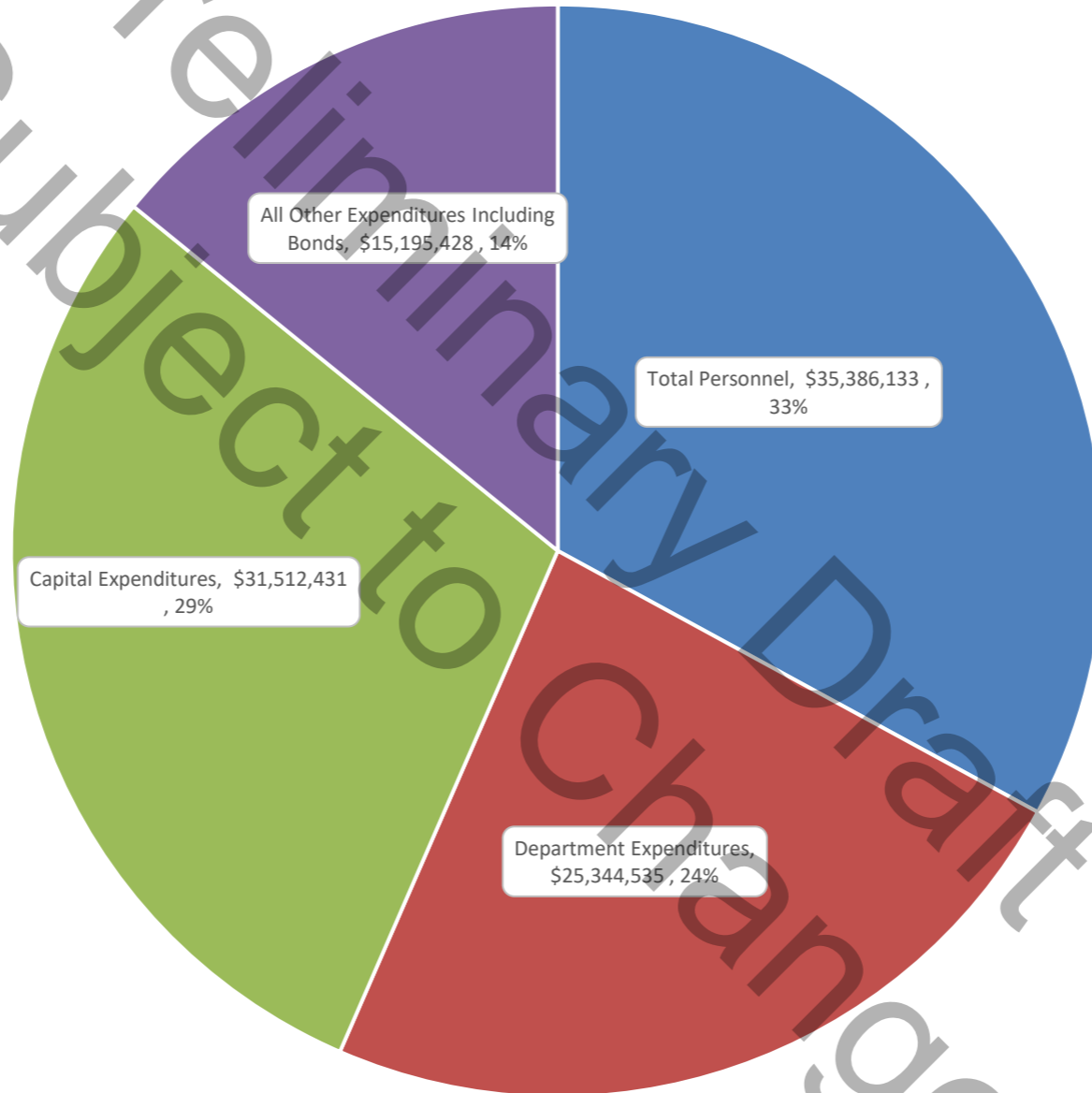
City of Bellevue

FYE2022 Budgeted Revenues - City-Wide



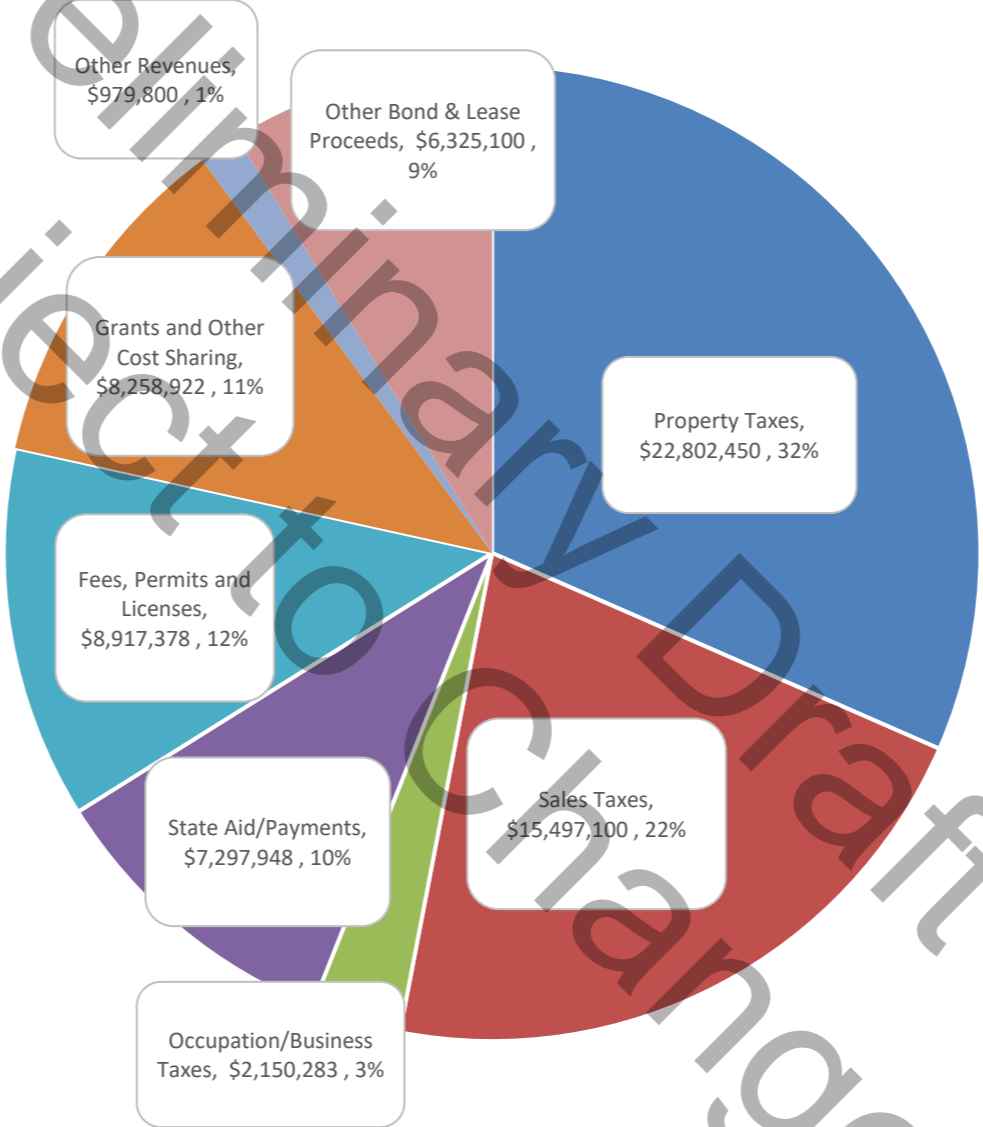
City of Bellevue

FYE2022 Budgeted Expenditures - City-Wide



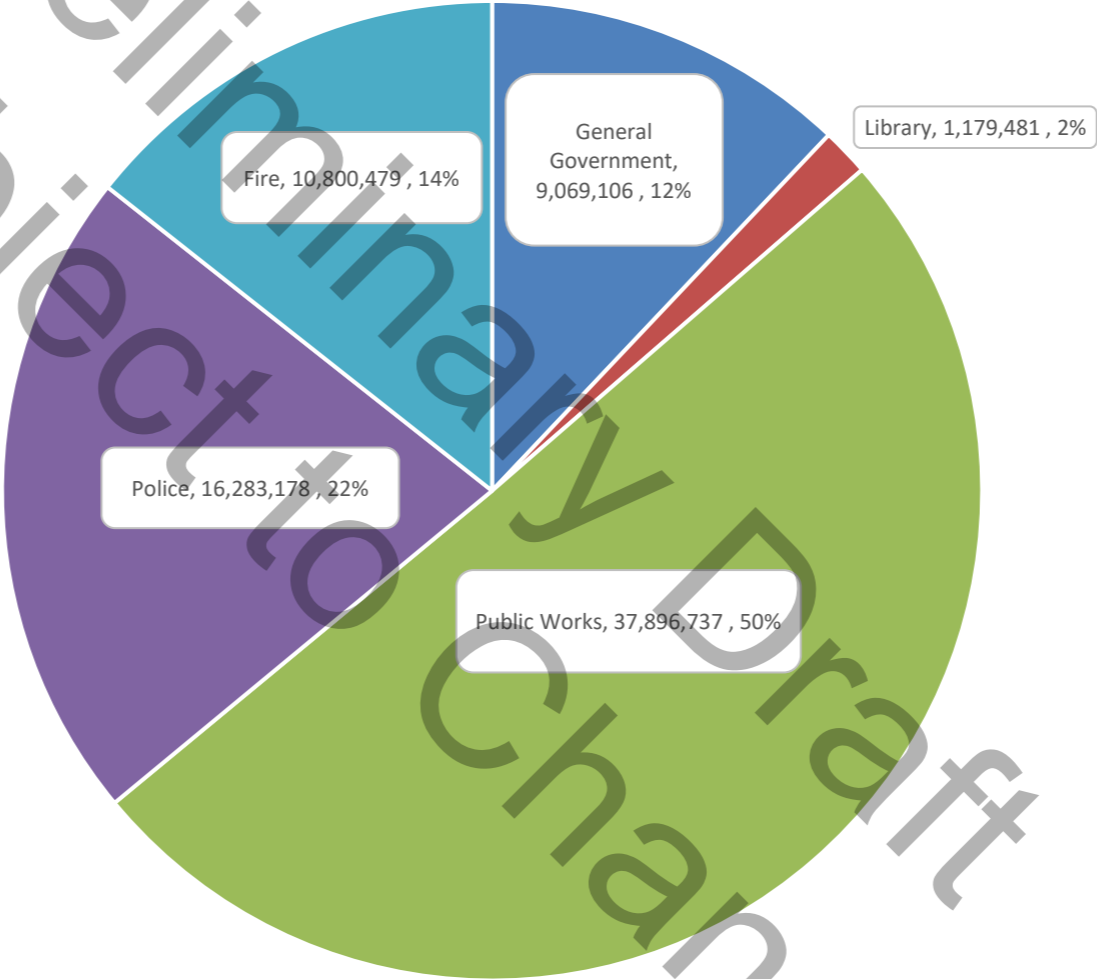
City of Bellevue

Sources of General Fund Revenue



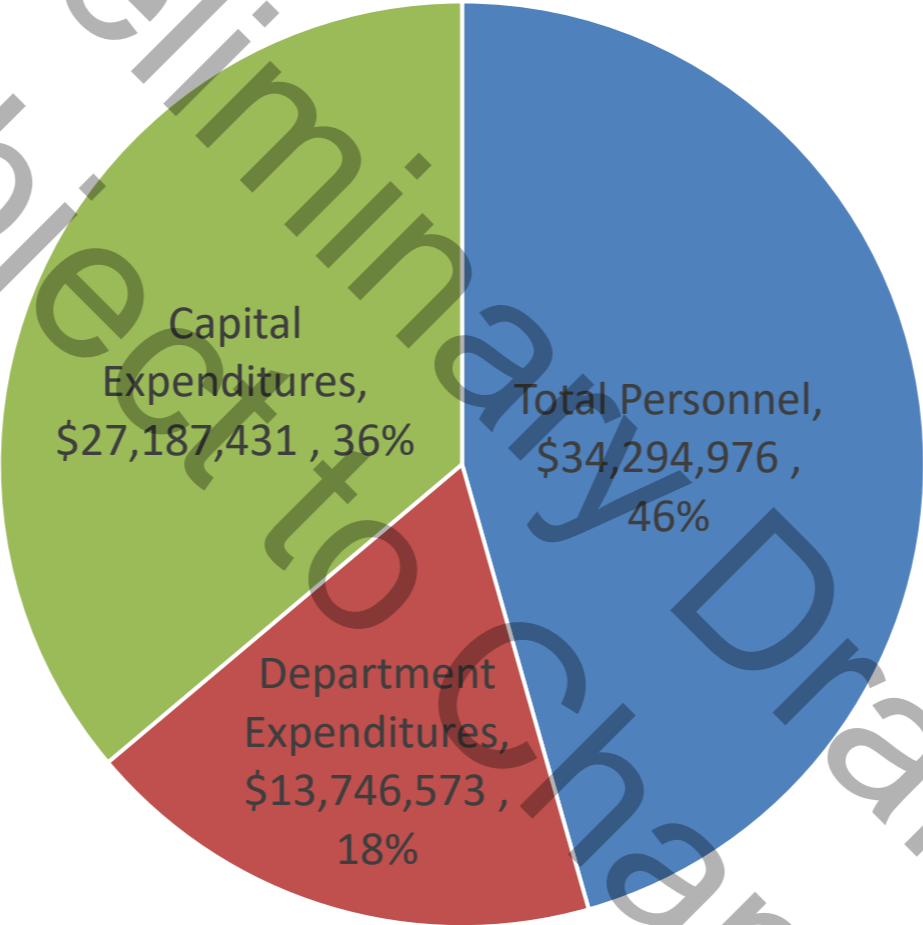
City of Bellevue

How the General Fund Money is Allocated in this Budget



City of Bellevue

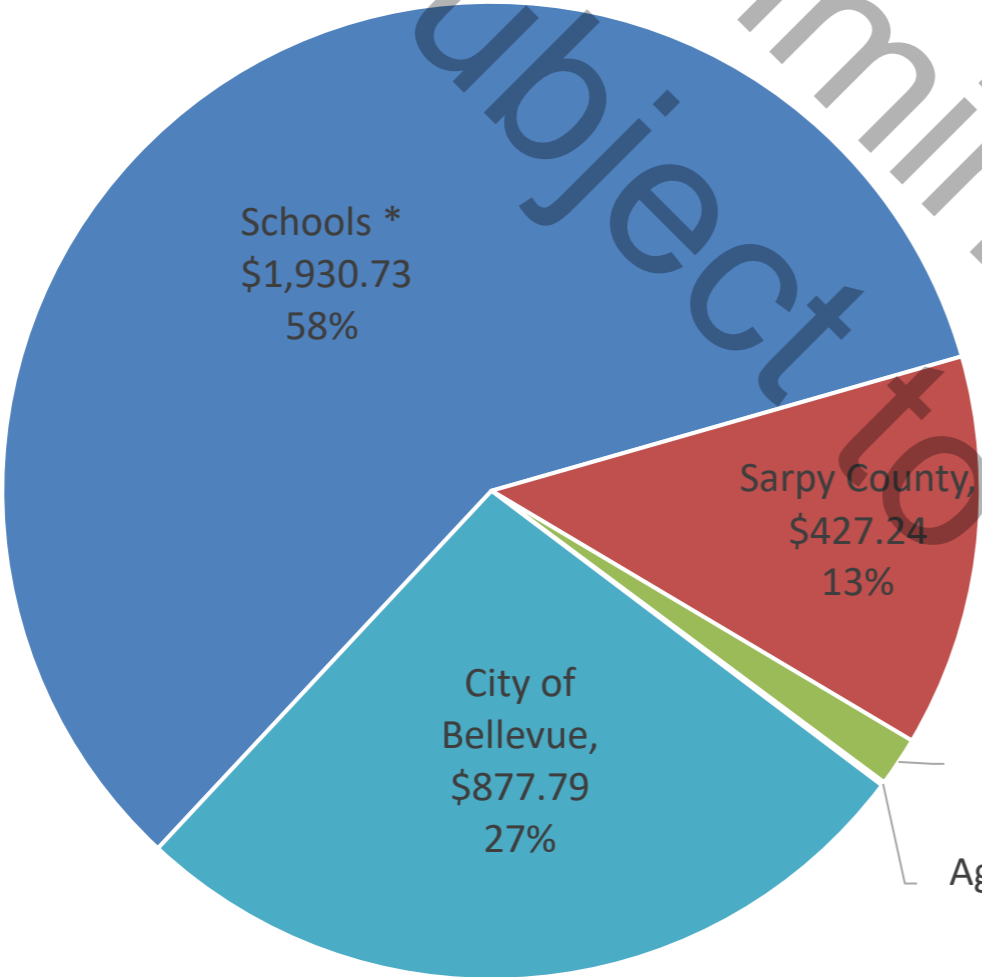
Major Categories of General Fund Spending



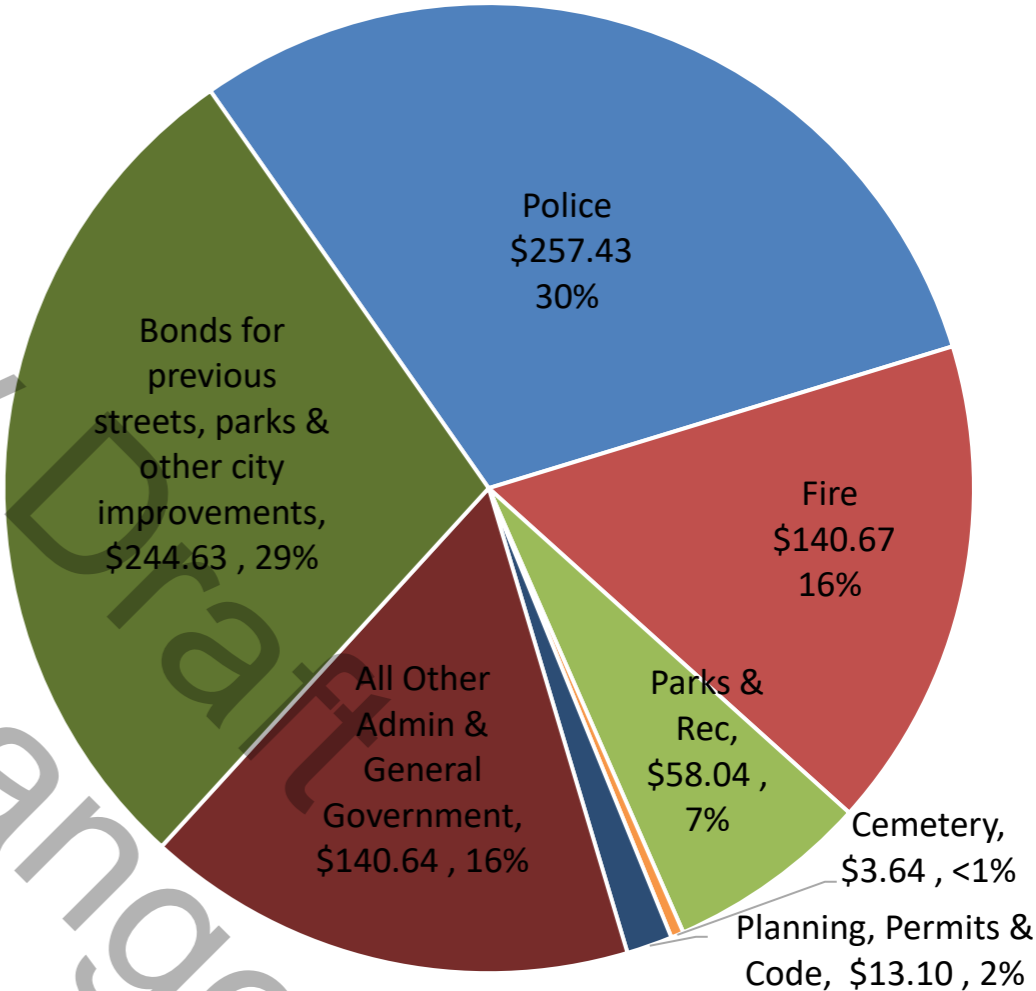
■ Total Personnel ■ Department Expenditures ■ Capital Expenditures

City of Bellevue (Last Year's Example)

WHERE YOUR TAXES GO
A \$3,293.53 property tax bill for a \$143,900 home
(median price in Bellevue)



WHERE YOUR CITY TAXES GO
Of the \$877.79, or 27% of your total property tax bill, this is what it pays for:



City of Bellevue
Statement of Revenues and Expenditures All Funds
2021-22 Annual Budget
All Funds

	F10 & F99	F60	F50	F95	F55	F80 & F81	F20
Total Budget All Funds	General Fund	Community Development (CDBG)	Community Betterment (Keno)	Debt Service	Economic Development	Police Funds	Wastewater
Revenues							
Property Taxes	30,487,300.00	22,802,450.00	-	7,684,850.00	-	-	-
Sales Taxes	15,497,100.00	15,497,100.00	-	-	-	-	-
Occupation/Business Taxes	2,150,283.07	2,150,283.07	-	-	-	-	-
State Aid/Payments	7,297,947.62	7,297,947.62	-	-	-	-	-
Fees, Permits and Licenses	20,434,058.89	8,917,378.21	-	-	-	53,000.00	11,463,680.68
Other Revenues	27,821,837.66	15,563,822.00	435,913.04	8,000,400.00	750,120.00	-	2,014,692.62
Total Operating Revenue	103,688,527.24	72,228,980.90	435,913.04	15,685,250.00	750,120.00	53,000.00	13,478,373.30
Expenditures							
Total Personnel	35,386,132.92	34,294,976.45	-	-	-	-	1,091,156.47
Department Expenditures	25,631,554.65	16,713,953.06	435,913.04	92,180.45	120.00	53,000.00	7,384,498.10
Capital Leases	318,293.80	226,946.32	-	-	-	-	91,347.48
Total Operational Expenditures	61,335,981.37	51,235,875.83	435,913.04	92,180.45	120.00	53,000.00	8,567,002.05
Total Capital Expenditures	31,512,431.00	27,187,431.00	-	-	750,000.00	-	3,575,000.00
Other	14,590,114.87	(3,194,325.93)	-	16,343,069.55	-	-	586,371.25
Total Expenditures	107,438,527.24	75,228,980.90	435,913.04	16,435,250.00	750,120.00	53,000.00	12,728,373.30
Net Revenues / (Expenditures)	(3,750,000.00)	(3,000,000.00)	-	(750,000.00)	(750,000.00)	-	750,000.00

Proposed Budget Approval Timeline

- 1st Reading – August 3
- 2nd Reading (Public Hearing) – August 17
- Special Public Hearing (LB148) – August 31
- 3rd Reading (Adoption) – September 7
- Submission – September 20
- **Tax Levy Effective 12/31/2021**

City of Bellevue

Summary Budget Schedules By Fund

City of Bellevue
Statement of Revenues and Expenditures by Fund
2021-22 Budget
Fund: 10 General

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast 2020-21	Budget 2020-21	Budget 2021-22	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)
Revenues							
Property Taxes	\$ 20,866,485	\$ 20,647,478	\$ 22,802,450	\$ 1,935,965	9.3%	\$ 2,154,972	10.4%
Sales Taxes	14,759,353	12,751,300	\$ 15,497,100	737,747	5.0%	2,745,800	21.5%
Occupation/Business Taxes	1,406,316	2,221,283	\$ 2,150,283	743,967	52.9%	(71,000)	(3.2%)
State Aid/Payments	10,358,256	8,223,496	\$ 7,297,948	(3,060,308)	(29.5%)	(925,549)	(11.3%)
Fees, Permits and Licenses	8,358,279	8,157,114	\$ 8,917,378	559,099	6.7%	760,265	9.3%
Grants and Other Cost Sharing	9,202,375	7,032,922	\$ 8,258,922	(943,453)	(10.3%)	1,226,000	17.4%
Other Revenues	491,949	532,600	\$ 434,800	(57,149)	(11.6%)	(97,800)	(18.4%)
Other Bond & Lease Proceeds	5,994,123	11,960,900	\$ 6,325,100	330,977	5.5%	(5,635,800)	(47.1%)
Transfers (Revenue)	417,000	417,000	\$ 545,000	128,000	30.7%	128,000	30.7%
Total Revenue	71,854,136	71,944,093	\$ 72,228,981	374,845	0.5%	284,888	0.4%
Expenditures							
Salaries & Wages							
Base Pay	20,763,568	21,155,902	\$ 22,857,963	(2,094,395)	(10.1%)	(1,702,061)	(8.0%)
Overtime	531,210	281,644	\$ 346,716	184,494	34.7%	(65,072)	(23.1%)
Added Pay	2,186,781	1,449,308	\$ 1,476,368	710,413	32.5%	(27,060)	(1.9%)
Non Recurring Pay	485,850	305,754	\$ 347,674	138,177	28.4%	(41,919)	(13.7%)
Reimbursements	(3,977,287)	(395,000)	\$ (395,000)	(3,582,287)	90.1%	-	-
Total Salaries & Wages	19,990,122	22,797,608	\$ 24,633,720	(4,643,598)	(23.2%)	(1,836,112)	(8.1%)
Fringe Benefits							
Employer Payroll Taxes	1,750,046	1,733,867	\$ 1,870,974	(120,928)	(6.9%)	(137,107)	(7.9%)
Pension and Retirement	2,327,561	2,294,760	\$ 2,709,053	(381,492)	(16.4%)	(414,293)	(18.1%)
Health and Benefit Insurance	4,384,625	5,035,456	\$ 5,081,229	(696,603)	(15.9%)	(45,773)	(0.9%)
Total Fringe Benefits	8,462,232	9,064,083	\$ 9,661,256	(1,199,024)	(14.2%)	(597,173)	(6.6%)
Total Personnel	28,452,354	31,861,691	\$ 34,294,976	(5,842,622)	(20.5%)	(2,433,285)	(7.6%)
Department Expenditures							
Total Operational	44,282,932	47,107,758	\$ 50,721,910	(6,438,978)	(14.5%)	(3,614,152)	(7.7%)
Capital Expenditures	15,976,005	22,770,833	\$ 27,187,431	(11,211,426)	(70.2%)	(4,416,598)	(19.4%)
Other Expenditures							
Capital Leases	335,942	415,942	\$ 226,946	108,996	32.4%	188,996	45.4%
All Other	870,450	898,561	\$ 1,090,694	(220,244)	(25.3%)	(192,133)	(21.4%)
Total Other Expenditures	1,206,392	1,314,502	\$ 1,317,640	(111,248)	(9.2%)	(3,137)	(0.2%)
Transfers (Expenditures)	751,000	751,000	\$ (3,998,000)	4,749,000	632.4%	4,749,000	632.4%
Total Expenditures	62,216,329	71,944,093	\$ 75,228,981	(13,012,652)	(20.9%)	(3,284,888)	(4.6%)
Net Revenues / (Expenditures)	\$ 9,637,807	-	\$ (3,000,000)	\$ (12,637,807)		\$ (3,000,000)	

City of Bellevue
Statement of Revenues and Expenditures by Fund
2021-22 Budget
Fund: 20 Wastewater

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	10,879,694	10,101,070	11,463,681	583,987	5.4%	1,362,611	13.5%
Grants and Other Cost Sharing	79,524	-	2,012,500	1,932,976	> 999.9%	2,012,500	-
Other Revenues	182	500	193	11	6.0%	(307)	(61.5%)
Other Bond & Lease Proceeds	-	1,700,000	-	-	-	(1,700,000)	(100.0%)
Transfers (Revenue)	1,000	1,000	2,000	1,000	100.0%	1,000	100.0%
Total Revenue	10,960,399	11,802,570	13,478,373	2,517,974	23.0%	1,675,803	14.2%
Expenditures							
Salaries & Wages							
Base Pay	507,559	670,227	724,338	(216,778)	(42.7%)	(54,110)	(8.1%)
Overtime	13,916	17,662	19,185	(5,269)	(37.9%)	(1,523)	(8.6%)
Added Pay	38,249	5,760	7,080	31,169	81.5%	(1,320)	(22.9%)
Non Recurring Pay	5,020	6,444	6,965	(1,945)	(38.7%)	(520)	(8.1%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	564,745	700,094	757,568	(192,823)	(34.1%)	(57,473)	(8.2%)
Fringe Benefits							
Employer Payroll Taxes	42,781	50,344	54,477	(11,696)	(27.3%)	(4,133)	(8.2%)
Pension and Retirement	34,269	42,006	45,454	(11,186)	(32.6%)	(3,448)	(8.2%)
Health and Benefit Insurance	139,946	151,743	233,658	(93,712)	(67.0%)	(81,915)	(54.0%)
Total Fringe Benefits	216,996	244,093	333,589	(116,593)	(53.7%)	(89,496)	(36.7%)
Total Personnel	781,741	944,187	1,091,156	(309,416)	(39.6%)	(146,970)	(15.6%)
Department Expenditures							
Total Operational	7,070,659	7,950,383	8,475,655	(1,404,995)	(19.9%)	(525,272)	(6.6%)
Capital Expenditures	651,353	1,940,000	3,575,000	(2,923,647)	(448.9%)	(1,635,000)	(84.3%)
Other Expenditures							
Capital Leases	91,347	91,347	91,347	-	-	-	-
All Other	306,840	306,840	306,371	469	0.2%	469	0.2%
Total Other Expenditures	398,187	398,187	397,719	469	0.1%	469	0.1%
Transfers (Expenditures)	264,000	264,000	280,000	(16,000)	(6.1%)	(16,000)	(6.1%)
Total Expenditures	8,384,199	10,552,570	12,728,373	(4,344,174)	(51.8%)	(2,175,803)	(20.6%)
Net Revenues / (Expenditures)	\$ 2,576,200	\$ 1,250,000	\$ 750,000	\$ (1,826,200)	(243.5%)	\$ (500,000)	(66.7%)

City of Bellevue
Statement of Revenues and Expenditures by Fund
2021-22 Budget

Fund: 50 Community Betterment

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	1,051,326	1,004,000	1,054,000	2,674	0.3%	50,000	5.0%
Other Bond & Lease Proceeds	4,136	1,740	2,890	(1,246)	(30.1%)	1,150	66.1%
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	1,055,463	1,005,740	1,056,890	1,427	0.1%	51,150	5.1%
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	302,463	252,740	951,890	(649,427)	(214.7%)	(699,150)	(276.6%)
Total Operational	302,463	252,740	951,890	(649,427)	(214.7%)	(699,150)	(276.6%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	3,000	3,000	855,000	(852,000)	(28400.0%)	(852,000)	(28400.0%)
Total Expenditures	305,463	255,740	1,806,890	(1,501,427)	(491.5%)	(1,551,150)	(606.5%)
Net Revenues / (Expenditures)	\$ 750,000	\$ 750,000	\$ (750,000)	\$ (1,500,000)	200.0%	\$ (1,500,000)	200.0%

City of Bellevue
Statement of Revenues and Expenditures by Fund
2021-22 Budget

Fund: 55 Economic Development

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast 2020-21	Budget 2020-21	Budget 2021-22	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-
Other Bond & Lease Proceeds	130	120	120	(10)	(7.8%)	-	-
Transfers (Revenue)	750,000	750,000	750,000	-	-	-	-
Total Revenue	750,130	750,120	750,120	(10)	(0.0%)	-	-
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	25,070	120	120	24,950	99.5%	-	-
Total Operational	25,070	120	120	24,950	99.5%	-	-
Capital Expenditures	725,060	750,000	750,000	(24,940)	(3.4%)	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	750,130	750,120	750,120	10	0.0%	-	-
Net Revenues / (Expenditures)	-	-	-	\$ (0)	-	-	-

City of Bellevue
Statement of Revenues and Expenditures by Fund
2021-22 Budget

Fund: 60 Community Development

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast 2020-21	Budget 2020-21	Budget 2021-22	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	668,933	668,933	416,113	(252,820)	(37.8%)	(252,820)	(37.8%)
Other Revenues	9,694	-	-	(9,694)	(100.0%)	-	-
Other Bond & Lease Proceeds	8,991	19,800	19,800	10,809	120.2%	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	687,618	688,733	435,913	(251,705)	(36.6%)	(252,820)	(36.7%)
Expenditures							
Salaries & Wages	-	-	-	-	-	-	-
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits	-	-	-	-	-	-	-
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	688,733	688,733	435,913	252,820	36.7%	252,820	36.7%
Total Operational	688,733	688,733	435,913	252,820	36.7%	252,820	36.7%
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	688,733	688,733	435,913	252,820	36.7%	252,820	36.7%
Net Revenues / (Expenditures)	\$ (1,115)	-	-	\$ 1,115	-	-	-

City of Bellevue
Statement of Revenues and Expenditures by Fund
2021-22 Budget

[Fund: 81 Federal Forfeitures](#)

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	142,319	53,000	53,000	(89,319)	(62.8%)	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-
Other Bond & Lease Proceeds	2	-	-	(2)	(100.0%)	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	142,321	53,000	53,000	(89,321)	(62.8%)	-	-
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	142,321	53,000	53,000	89,321	62.8%	-	-
Total Operational	142,321	53,000	53,000	89,321	62.8%	-	-
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	142,321	53,000	53,000	89,321	62.8%	-	-
Net Revenues / (Expenditures)	\$ 0	-	-	\$ (0)	-	-	-

City of Bellevue
Statement of Revenues and Expenditures by Fund
2021-22 Budget

[Fund: 95 General Obligation Bonds](#)

	2020-21		2021-22				
	9+3		2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud		
	Forecast 2020-21	Budget 2020-21	Budget 2021-22	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)
Revenues							
Property Taxes	\$ 8,358,197	\$ 8,068,161	\$ 7,684,850	\$ (673,347)	(8.1%)	\$ (383,311)	(4.8%)
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	34,218	-	-	(34,218)	(100.0%)	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	227	-	-	(227)	(100.0%)	-	-
Other Bond & Lease Proceeds	6,609,547	5,000,000	8,000,400	1,390,853	21.0%	3,000,400	60.0%
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	15,002,187	13,068,161	15,685,250	683,063	4.6%	2,617,089	20.0%
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	110,897	110,973	92,180	18,717	16.9%	18,793	16.9%
Total Operational	110,897	110,973	92,180	18,717	16.9%	18,793	16.9%
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	13,943,053	12,807,188	12,183,070	1,759,984	12.6%	624,119	4.9%
Total Other Expenditures	13,943,053	12,807,188	12,183,070	1,759,984	12.6%	624,119	4.9%
Transfers (Expenditures)	150,000	150,000	4,160,000	(4,010,000)	(2673.3%)	(4,010,000)	(2673.3%)
Total Expenditures	14,203,950	13,068,161	16,435,250	(2,231,300)	(15.7%)	(3,367,089)	(25.8%)
Net Revenues / (Expenditures)	\$ 798,237	-	\$ (750,000)	\$ (1,548,237)	206.4%	\$ (750,000)	100.0%

City of Bellevue

Summary Budget Schedules By General Fund Department

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget
Department: 01 Mayor

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-	-
Expenditures							
Salaries & Wages							
Base Pay	19,582	19,856	21,336	(1,754)	(9.0%)	(1,480)	(7.5%)
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	19,582	19,856	21,336	(1,754)	(9.0%)	(1,480)	(7.5%)
Fringe Benefits							
Employer Payroll Taxes	1,498	1,519	1,632	(134)	(9.0%)	(113)	(7.5%)
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	1,498	1,519	1,632	(134)	(9.0%)	(113)	(7.5%)
Total Personnel	21,080	21,375	22,968	(1,888)	(9.0%)	(1,593)	(7.5%)
Department Expenditures	9,802	9,802	9,969	(167)	(1.7%)	(167)	(1.7%)
Total Operational	30,882	31,177	32,937	(2,055)	(6.7%)	(1,760)	(5.6%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	30,882	31,177	32,937	(2,055)	(6.7%)	(1,760)	(5.6%)
Net Revenues / (Expenditures)	\$ (30,882)	\$ (31,177)	\$ (32,937)	\$ (2,055)	(6.2%)	\$ (1,760)	(5.3%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget

Department: 02 City Administrator

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	50	300	100	50	100.0%	(200)	(66.7%)
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	50	300	100	50	100.0%	(200)	(66.7%)
Expenditures							
Salaries & Wages							
Base Pay	338,653	336,115	367,099	(28,447)	(8.4%)	(30,984)	(9.2%)
Overtime	856	1,327	1,347	(492)	(57.5%)	(20)	(1.5%)
Added Pay	30,326	5,400	6,240	24,086	79.4%	(840)	(15.6%)
Non Recurring Pay	3,232	3,232	3,530	(298)	(9.2%)	(298)	(9.2%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	373,066	346,074	378,216	(5,150)	(1.4%)	(32,143)	(9.3%)
Fringe Benefits							
Employer Payroll Taxes	24,715	24,883	27,194	(2,479)	(10.0%)	(2,311)	(9.3%)
Pension and Retirement	23,084	20,804	22,733	351	1.5%	(1,929)	(9.3%)
Health and Benefit Insurance	59,340	61,936	61,898	(2,559)	(4.3%)	37	0.1%
Total Fringe Benefits	107,139	107,623	111,826	(4,687)	(4.4%)	(4,203)	(3.9%)
Total Personnel	480,206	453,697	490,043	(9,837)	(2.0%)	(36,346)	(8.0%)
Department Expenditures							
Total Operational	512,994	495,503	529,426	(16,431)	(3.2%)	(33,923)	(6.8%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	512,994	495,503	529,426	(16,431)	(3.2%)	(33,923)	(6.8%)
Net Revenues / (Expenditures)	\$ (512,944)	\$ (495,203)	\$ (529,326)	\$ (16,381)	(3.1%)	\$ (34,123)	(6.4%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget
Department: 03 Legal

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	1,738	-	-	(1,738)	(100.0%)	-	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	1,738	-	-	(1,738)	(100.0%)	-	-
Expenditures							
Salaries & Wages							
Base Pay	174,854	185,198	215,705	(40,851)	(23.4%)	(30,506)	(16.5%)
Overtime	1,029	1,959	-	1,029	100.0%	1,959	100.0%
Added Pay	6,284	1,260	1,260	5,024	79.9%	-	-
Non Recurring Pay	4,313	-	4,399	(86)	(2.0%)	(4,399)	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	186,479	188,418	221,364	(34,884)	(18.7%)	(32,946)	(17.5%)
Fringe Benefits							
Employer Payroll Taxes	13,672	13,692	15,751	(2,079)	(15.2%)	(2,059)	(15.0%)
Pension and Retirement	10,790	11,425	13,142	(2,352)	(21.8%)	(1,718)	(15.0%)
Health and Benefit Insurance	25,938	41,578	32,116	(6,178)	(23.8%)	9,462	22.8%
Total Fringe Benefits	50,400	66,695	61,010	(10,610)	(21.1%)	5,685	8.5%
Total Personnel	236,879	255,113	282,373	(45,494)	(19.2%)	(27,260)	(10.7%)
Department Expenditures							
Total Operational	364,350	376,086	401,545	(37,196)	(10.2%)	(25,459)	(6.8%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	364,350	376,086	401,545	(37,196)	(10.2%)	(25,459)	(6.8%)
Net Revenues / (Expenditures)	\$ (362,612)	\$ (376,086)	\$ (401,545)	\$ (38,933)	(9.7%)	\$ (25,459)	(6.3%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget

Department: 04 Cable

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	126,571	141,100	129,100	2,529	2.0%	(12,000)	(8.5%)
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	126,571	141,100	129,100	2,529	2.0%	(12,000)	(8.5%)
Expenditures							
Salaries & Wages							
Base Pay	127,673	135,671	140,748	(13,075)	(10.2%)	(5,077)	(3.7%)
Overtime	1,146	1,174	1,227	(80)	(7.0%)	(53)	(4.5%)
Added Pay	10,099	3,240	3,240	6,859	67.9%	-	-
Non Recurring Pay	1,465	1,305	1,353	111	7.6%	(49)	(3.7%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	140,383	141,390	146,568	(6,185)	(4.4%)	(5,178)	(3.7%)
Fringe Benefits							
Employer Payroll Taxes	9,939	10,159	10,531	(593)	(6.0%)	(372)	(3.7%)
Pension and Retirement	8,473	8,589	8,904	(432)	(5.1%)	(315)	(3.7%)
Health and Benefit Insurance	48,045	50,487	50,459	(2,414)	(5.0%)	28	0.1%
Total Fringe Benefits	66,456	69,235	69,894	(3,438)	(5.2%)	(659)	(1.0%)
Total Personnel	206,839	210,625	216,462	(9,623)	(4.7%)	(5,838)	(2.8%)
Department Expenditures	29,665	29,665	30,414	(749)	(2.5%)	(749)	(2.5%)
Total Operational	236,504	240,290	246,876	(10,372)	(4.4%)	(6,587)	(2.7%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	236,504	240,290	246,876	(10,372)	(4.4%)	(6,587)	(2.7%)
Net Revenues / (Expenditures)	\$ (109,933)	\$ (99,190)	\$ (117,776)	\$ (7,843)	(6.7%)	\$ (18,587)	(15.8%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget
Department: 05 Clerk

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	87,478	108,823	105,323	17,845	20.4%	(3,500)	(3.2%)
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	35	-	(100)	(135)	(384.5%)	(100)	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	87,513	108,823	105,223	17,710	20.2%	(3,600)	(3.3%)
Expenditures							
Salaries & Wages							
Base Pay	123,393	130,777	142,161	(18,768)	(15.2%)	(11,384)	(8.7%)
Overtime	779	1,829	1,913	(1,135)	(145.7%)	(84)	(4.6%)
Added Pay	9,165	2,340	2,340	6,825	74.5%	-	-
Non Recurring Pay	-	1,257	1,367	(1,367)	-	(109)	(8.7%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	133,336	136,204	147,781	(14,445)	(10.8%)	(11,577)	(8.5%)
Fringe Benefits							
Employer Payroll Taxes	9,540	9,808	10,640	(1,099)	(11.5%)	(832)	(8.5%)
Pension and Retirement	8,085	8,300	9,000	(915)	(11.3%)	(700)	(8.4%)
Health and Benefit Insurance	29,086	32,105	26,411	2,675	9.2%	5,694	17.7%
Total Fringe Benefits	46,711	50,213	46,050	661	1.4%	4,162	8.3%
Total Personnel	180,047	186,416	193,831	(13,784)	(7.7%)	(7,415)	(4.0%)
Department Expenditures							
Total Operational	223,434	256,894	257,140	(33,706)	(15.1%)	(246)	(0.1%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	40,538	40,538	40,538	-	-	-	-
Total Other Expenditures	40,538	40,538	40,538	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	263,972	297,432	297,678	(33,706)	(12.8%)	(246)	(0.1%)
Net Revenues / (Expenditures)	\$ (176,459)	\$ (188,609)	\$ (192,455)	\$ (15,996)	(8.3%)	\$ (3,846)	(2.0%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget
Department: 06 Finance

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	6,100	6,100	6,100	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	1,394	1,200	1,200	(194)	(13.9%)	-	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	7,494	7,300	7,300	(194)	(2.6%)	-	-
Expenditures							
Salaries & Wages							
Base Pay	492,211	559,995	559,162	(66,951)	(13.6%)	833	0.1%
Overtime	1,583	3,910	3,354	(1,771)	(111.9%)	556	14.2%
Added Pay	45,935	15,480	16,077	29,857	65.0%	(597)	(3.9%)
Non Recurring Pay	34,265	34,265	46,134	(11,870)	(34.6%)	(11,870)	(34.6%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	573,993	613,649	624,728	(50,735)	(8.8%)	(11,079)	(1.8%)
Fringe Benefits							
Employer Payroll Taxes	40,605	44,401	45,280	(4,676)	(11.5%)	(879)	(2.0%)
Pension and Retirement	32,895	37,050	37,807	(4,912)	(14.9%)	(757)	(2.0%)
Health and Benefit Insurance	77,055	94,782	98,094	(21,039)	(27.3%)	(3,312)	(3.5%)
Total Fringe Benefits	150,554	176,234	181,181	(30,627)	(20.3%)	(4,947)	(2.8%)
Total Personnel	724,547	789,883	805,909	(81,362)	(11.2%)	(16,026)	(2.0%)
Department Expenditures							
Total Operational	805,160	882,186	888,093	(82,933)	(10.3%)	(5,907)	(0.7%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	805,160	882,186	888,093	(82,933)	(10.3%)	(5,907)	(0.7%)
Net Revenues / (Expenditures)	\$ (797,666)	\$ (874,886)	\$ (880,793)	\$ (83,127)	(9.4%)	\$ (5,907)	(0.7%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget
Department: 07 Library

	2020-21		2021-22				
	9+3	Budget 2020-21	Budget 2021-22	2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast 2020-21			Variance \$ Fav / (Unf)	Variance % Fav / (Unf)	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	35,340	33,252	33,252	(2,088)	(5.9%)	-	-
Grants and Other Cost Sharing	500,000	500,000	-	(500,000)	(100.0%)	(500,000)	(100.0%)
Other Revenues	281	200	200	(81)	(28.9%)	-	-
Other Bond & Lease Proceeds	-	4,000,000	-	-	-	(4,000,000)	(100.0%)
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	535,621	4,533,452	33,452	(502,169)	(93.8%)	(4,500,000)	(99.3%)
Expenditures							
Salaries & Wages							
Base Pay	614,597	638,288	642,136	(27,538)	(4.5%)	(3,848)	(0.6%)
Overtime	1,472	3,964	3,896	(2,424)	(164.7%)	68	1.7%
Added Pay	25,667	9,840	7,620	18,047	70.3%	2,220	22.6%
Non Recurring Pay	53,893	26,427	26,521	27,373	50.8%	(94)	(0.4%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	695,629	678,519	680,172	15,457	2.2%	(1,654)	(0.2%)
Fringe Benefits							
Employer Payroll Taxes	50,105	49,757	49,864	241	0.5%	(107)	(0.2%)
Pension and Retirement	27,264	28,106	28,565	(1,300)	(4.8%)	(459)	(1.6%)
Health and Benefit Insurance	103,800	128,466	128,298	(24,498)	(23.6%)	168	0.1%
Total Fringe Benefits	181,170	206,329	206,727	(25,558)	(14.1%)	(399)	(0.2%)
Total Personnel	876,799	884,847	886,900	(10,101)	(1.2%)	(2,053)	(0.2%)
Department Expenditures							
Total Operational	1,162,832	1,170,880	1,179,481	(16,649)	(1.4%)	(8,601)	(0.7%)
Capital Expenditures	3,500,000	4,500,000	4,000,000	(500,000)	(14.3%)	500,000	11.1%
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	(4,000,000)	4,000,000	-	4,000,000	-
Total Expenditures	4,662,832	5,670,880	1,179,481	3,483,351	74.7%	4,491,399	79.2%
Net Revenues / (Expenditures)	\$ (4,127,211)	\$ (1,137,428)	\$ (1,146,029)	\$ 2,981,182	260.1%	\$ (8,601)	(0.8%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget

Department: 08 Admin Services

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	151,916	152,500	152,500	584	0.4%	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	12,400	12,400	15,200	2,800	22.6%	2,800	22.6%
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	164,316	164,900	167,700	3,384	2.1%	2,800	1.7%
Expenditures							
Salaries & Wages							
Base Pay	481,533	561,210	578,044	(96,511)	(20.0%)	(16,834)	(3.0%)
Overtime	2,705	5,465	5,718	(3,013)	(111.4%)	(253)	(4.6%)
Added Pay	39,633	30,460	27,820	11,813	29.8%	2,640	8.7%
Non Recurring Pay	40,944	4,910	5,037	35,906	87.7%	(127)	(2.6%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	564,815	602,045	616,619	(51,804)	(9.2%)	(14,574)	(2.4%)
Fringe Benefits							
Employer Payroll Taxes	56,633	42,339	43,160	13,473	23.8%	(822)	(1.9%)
Pension and Retirement	31,954	32,260	33,090	(1,136)	(3.6%)	(830)	(2.6%)
Health and Benefit Insurance	155,758	150,564	146,855	8,903	5.7%	3,708	2.5%
Total Fringe Benefits	244,346	225,163	223,106	21,240	8.7%	2,057	0.9%
Total Personnel	809,161	827,208	839,725	(30,564)	(3.8%)	(12,517)	(1.5%)
Department Expenditures							
Total Operational	1,078,019	1,124,537	1,140,226	(62,207)	(5.8%)	(15,889)	(1.4%)
Capital Expenditures	-	-	70,000	(70,000)	-	(70,000)	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	1,078,019	1,124,537	1,210,226	(132,207)	(12.3%)	(85,689)	(7.6%)
Net Revenues / (Expenditures)	\$ (913,703)	\$ (959,637)	\$ (1,042,526)	\$ (128,823)	(12.4%)	\$ (82,889)	(8.0%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget

Department: 09 Code Enforcement

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	10,834	60,000	71,700	60,867	561.8%	11,700	19.5%
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	2,136	-	2,200	64	3.0%	2,200	-
Other Bond & Lease Proceeds	34	-	-	(34)	(100.0%)	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	13,004	60,000	73,900	60,896	468.3%	13,900	23.2%
Expenditures							
Salaries & Wages							
Base Pay	299,647	331,334	328,446	(28,799)	(9.6%)	2,887	0.9%
Overtime	4,623	6,627	6,569	(1,946)	(42.1%)	58	0.9%
Added Pay	20,335	8,655	8,490	11,845	58.2%	165	1.9%
Non Recurring Pay	2,609	2,609	3,158	(549)	(21.0%)	(549)	(21.0%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	327,215	349,224	346,664	(19,449)	(5.9%)	2,561	0.7%
Fringe Benefits							
Employer Payroll Taxes	22,482	25,098	24,914	(2,432)	(10.8%)	184	0.7%
Pension and Retirement	19,280	21,152	20,997	(1,716)	(8.9%)	155	0.7%
Health and Benefit Insurance	125,225	156,454	119,322	5,903	4.7%	37,132	23.7%
Total Fringe Benefits	166,987	202,704	165,232	1,755	1.1%	37,472	18.5%
Total Personnel	494,202	551,928	511,896	(17,694)	(3.6%)	40,032	7.3%
Department Expenditures							
Total Operational	611,443	655,352	627,367	(15,924)	(2.6%)	27,985	4.3%
Capital Expenditures	43,250	43,250	61,431	(18,181)	(42.0%)	(18,181)	(42.0%)
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	654,693	698,602	688,798	(34,105)	(5.2%)	9,804	1.4%
Net Revenues / (Expenditures)	\$ (641,689)	\$ (638,602)	\$ (614,898)	\$ 26,791	4.4%	\$ 23,704	3.9%

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget

Department: 10 Public Works

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	296,728	157,500	162,300	(134,428)	(45.3%)	4,800	3.0%
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	-	12,500	-	-	-	(12,500)	(100.0%)
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	296,728	170,000	162,300	(134,428)	(45.3%)	(7,700)	(4.5%)
Expenditures							
Salaries & Wages							
Base Pay	390,876	519,231	452,124	(61,248)	(15.7%)	67,107	12.9%
Overtime	1,220	1,128	1,234	(14)	(1.2%)	(106)	(9.4%)
Added Pay	18,596	2,880	2,280	16,316	87.7%	600	20.8%
Non Recurring Pay	4,202	4,204	4,347	(145)	(3.5%)	(143)	(3.4%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	414,894	527,444	459,985	(45,092)	(10.9%)	67,458	12.8%
Fringe Benefits							
Employer Payroll Taxes	30,409	37,925	33,088	(2,680)	(8.8%)	4,837	12.8%
Pension and Retirement	23,680	31,689	27,608	(3,928)	(16.6%)	4,081	12.9%
Health and Benefit Insurance	89,027	83,201	89,563	(536)	(0.6%)	(6,362)	(7.6%)
Total Fringe Benefits	143,115	152,815	150,259	(7,144)	(5.0%)	2,556	1.7%
Total Personnel	558,009	680,259	610,244	(52,236)	(9.4%)	70,014	10.3%
Department Expenditures							
Total Operational	890,817	1,202,502	1,121,798	(230,982)	(25.9%)	80,703	6.7%
Capital Expenditures	(1,353)	-	-	(1,353)	100.0%	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	889,464	1,202,502	1,121,798	(232,334)	(26.1%)	80,703	6.7%
Net Revenues / (Expenditures)	\$ (592,737)	\$ (1,032,502)	\$ (959,498)	\$ (366,762)	(38.2%)	\$ 73,003	7.6%

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget
Department: 11 Parks

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	32,460	138,800	138,800	106,340	327.6%	-	-
Grants and Other Cost Sharing	229,677	200,000	200,000	(29,677)	(12.9%)	-	-
Other Revenues	28,526	19,800	27,500	(1,026)	(3.6%)	7,700	38.9%
Other Bond & Lease Proceeds	-	1,200,100	100	100	-	(1,200,000)	(100.0%)
Transfers (Revenue)	-	-	100,000	100,000	-	100,000	-
Total Revenue	290,663	1,558,700	466,400	175,737	60.5%	(1,092,300)	(70.1%)
Expenditures							
Salaries & Wages							
Base Pay	447,252	430,658	605,295	(158,043)	(35.3%)	(174,637)	(40.6%)
Overtime	12,196	8,613	9,863	2,333	19.1%	(1,250)	(14.5%)
Added Pay	325,928	7,980	9,060	316,869	97.2%	(1,080)	(13.5%)
Non Recurring Pay	4,141	4,141	4,742	(601)	(14.5%)	(601)	(14.5%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	789,518	451,391	628,960	160,558	20.3%	(177,568)	(39.3%)
Fringe Benefits							
Employer Payroll Taxes	58,357	32,451	45,731	12,626	21.6%	(13,281)	(40.9%)
Pension and Retirement	28,506	27,351	31,314	(2,808)	(9.9%)	(3,963)	(14.5%)
Health and Benefit Insurance	105,439	109,445	110,051	(4,612)	(4.4%)	(605)	(0.6%)
Total Fringe Benefits	192,301	169,247	187,096	5,205	2.7%	(17,849)	(10.5%)
Total Personnel	981,819	620,638	816,056	165,763	16.9%	(195,417)	(31.5%)
Department Expenditures							
Total Operational	1,844,787	1,387,154	1,889,377	(44,589)	(2.4%)	(502,222)	(36.2%)
Capital Expenditures	1,751,112	1,650,000	1,650,000	101,112	5.8%	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	3,595,899	3,037,154	3,539,377	56,523	1.6%	(502,222)	(16.5%)
Net Revenues / (Expenditures)	\$ (3,305,236)	\$ (1,478,454)	\$ (3,072,977)	\$ 232,259	7.6%	\$ (1,594,522)	(51.9%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget

Department: 12 Recreation

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	173,181	103,600	196,900	23,719	13.7%	93,300	90.1%
Grants and Other Cost Sharing	-	21,422	21,422	21,422	-	-	-
Other Revenues	404	500	400	(4)	(1.1%)	(100)	(20.0%)
Other Bond & Lease Proceeds	40,000	-	40,800	800	2.0%	40,800	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	213,586	125,522	259,522	45,936	21.5%	134,000	106.8%
Expenditures							
Salaries & Wages							
Base Pay	526,230	526,004	539,320	(13,090)	(2.5%)	(13,316)	(2.5%)
Overtime	-	-	-	-	-	-	-
Added Pay	11,577	3,660	3,660	7,917	68.4%	-	-
Non Recurring Pay	2,886	1,443	1,566	1,320	45.7%	(124)	(8.6%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	540,693	531,107	544,546	(3,853)	(0.7%)	(13,440)	(2.5%)
Fringe Benefits							
Employer Payroll Taxes	30,367	39,943	40,912	(10,545)	(34.7%)	(969)	(2.4%)
Pension and Retirement	9,552	9,331	10,110	(557)	(5.8%)	(779)	(8.3%)
Health and Benefit Insurance	28,505	28,736	28,784	(279)	(1.0%)	(48)	(0.2%)
Total Fringe Benefits	68,423	78,010	79,805	(11,382)	(16.6%)	(1,796)	(2.3%)
Total Personnel	609,116	609,116	624,352	(15,236)	(2.5%)	(15,236)	(2.5%)
Department Expenditures							
Total Operational	810,520	810,520	829,508	(18,988)	(2.3%)	(18,988)	(2.3%)
Capital Expenditures	10,759	-	-	10,759	100.0%	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	821,279	810,520	829,508	(8,229)	(1.0%)	(18,988)	(2.3%)
Net Revenues / (Expenditures)	\$ (607,694)	\$ (684,998)	\$ (569,986)	\$ 37,708	6.6%	\$ 115,012	20.2%

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget

Department: 13 Building Maintenance

	2020-21		2021-22				
	9+3	Budget 2020-21	Budget 2021-22	2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast 2020-21			Variance \$ Fav / (Unf)	Variance % Fav / (Unf)	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	11,857	2,100	12,100	243	2.1%	10,000	476.2%
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	11,857	2,100	12,100	243	2.1%	10,000	476.2%
Expenditures							
Salaries & Wages							
Base Pay	303,189	285,094	313,148	(9,959)	(3.3%)	(28,054)	(9.8%)
Overtime	13,781	8,553	8,466	5,316	38.6%	87	1.0%
Added Pay	21,612	8,880	6,660	14,953	69.2%	2,220	25.0%
Non Recurring Pay	2,741	2,741	2,713	28	1.0%	28	1.0%
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	341,325	305,268	330,987	10,337	3.0%	(25,719)	(8.4%)
Fringe Benefits							
Employer Payroll Taxes	24,350	21,952	23,905	446	1.8%	(1,953)	(8.9%)
Pension and Retirement	20,452	18,316	18,510	1,942	9.5%	(194)	(1.1%)
Health and Benefit Insurance	104,004	116,398	98,905	5,099	4.9%	17,493	15.0%
Total Fringe Benefits	148,806	156,666	141,319	7,487	5.0%	15,346	9.8%
Total Personnel	490,131	461,934	472,307	17,824	3.6%	(10,372)	(2.2%)
Department Expenditures							
Total Operational	1,074,599	1,001,115	1,008,260	66,340	6.2%	(7,144)	(0.7%)
Capital Expenditures	59,478	-	75,000	(15,522)	(26.1%)	(75,000)	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	1,134,077	1,001,115	1,083,260	50,817	4.5%	(82,144)	(8.2%)
Net Revenues / (Expenditures)	\$ (1,122,220)	\$ (999,015)	\$ (1,071,160)	\$ 51,061	4.8%	\$ (72,144)	(6.7%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget

Department: 14 Cemetery

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	102,800	102,800	160,700	57,900	56.3%	57,900	56.3%
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	500	500	500	-	-	-	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	103,300	103,300	161,200	57,900	56.1%	57,900	56.1%
Expenditures							
Salaries & Wages							
Base Pay	96,887	100,221	154,918	(58,032)	(59.9%)	(54,698)	(54.6%)
Overtime	11,118	3,007	4,648	6,470	58.2%	(1,641)	(54.6%)
Added Pay	6,193	2,640	3,960	2,233	36.1%	(1,320)	(50.0%)
Non Recurring Pay	1,030	964	1,490	(459)	(44.6%)	(526)	(54.6%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	115,228	106,831	165,016	(49,788)	(43.2%)	(58,185)	(54.5%)
Fringe Benefits							
Employer Payroll Taxes	8,533	7,682	11,866	(3,334)	(39.1%)	(4,184)	(54.5%)
Pension and Retirement	6,928	6,410	9,901	(2,973)	(42.9%)	(3,491)	(54.5%)
Health and Benefit Insurance	19,514	20,173	30,287	(10,773)	(55.2%)	(10,115)	(50.1%)
Total Fringe Benefits	34,975	34,265	52,055	(17,080)	(48.8%)	(17,790)	(51.9%)
Total Personnel	150,203	141,096	217,070	(66,867)	(44.5%)	(75,974)	(53.8%)
Department Expenditures							
Total Operational	208,396	199,289	289,775	(81,379)	(39.1%)	(90,486)	(45.4%)
Capital Expenditures	150,000	150,000	100,000	50,000	33.3%	50,000	33.3%
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	358,396	349,289	389,775	(31,379)	(8.8%)	(40,486)	(11.6%)
Net Revenues / (Expenditures)	\$ (255,096)	\$ (245,989)	\$ (228,575)	\$ 26,521	11.6%	\$ 17,414	7.6%

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget
Department: 15 Streets

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	\$ 1,540,644	\$ 409,800	\$ 1,571,400	\$ 30,756	2.0%	\$ 1,161,600	283.5%
Sales Taxes	2,277,289	1,426,000	2,391,000	113,711	5.0%	965,000	67.7%
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	6,409,000	5,317,044	5,879,407	(529,593)	(8.3%)	562,363	10.6%
Fees, Permits and Licenses	175,639	50,000	50,000	(125,639)	(71.5%)	-	-
Grants and Other Cost Sharing	3,120,000	6,264,000	7,415,000	4,295,000	137.7%	1,151,000	18.4%
Other Revenues	129,253	49,300	142,300	13,047	10.1%	93,000	188.6%
Other Bond & Lease Proceeds	5,930,000	5,340,000	6,260,000	330,000	5.6%	920,000	17.2%
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	19,581,825	18,856,144	23,709,107	4,127,282	21.1%	4,852,963	25.7%
Expenditures							
Salaries & Wages							
Base Pay	1,419,964	1,507,026	1,646,306	(226,341)	(15.9%)	(139,279)	(9.2%)
Overtime	76,213	42,447	45,922	30,292	39.7%	(3,475)	(8.2%)
Added Pay	156,161	34,560	35,527	120,634	77.2%	(967)	(2.8%)
Non Recurring Pay	21,366	14,491	15,638	5,729	26.8%	(1,147)	(7.9%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	1,673,705	1,598,524	1,743,392	(69,687)	(4.2%)	(144,868)	(9.1%)
Fringe Benefits							
Employer Payroll Taxes	115,086	114,950	125,459	(10,374)	(9.0%)	(10,509)	(9.1%)
Pension and Retirement	97,223	95,911	103,403	(6,181)	(6.4%)	(7,492)	(7.8%)
Health and Benefit Insurance	491,399	560,827	536,137	(44,738)	(9.1%)	24,690	4.4%
Total Fringe Benefits	703,707	771,688	765,000	(61,293)	(8.7%)	6,688	0.9%
Total Personnel	2,377,412	2,370,212	2,508,392	(130,980)	(5.5%)	(138,180)	(5.8%)
Department Expenditures	2,718,678	2,715,811	2,900,651	(181,973)	(6.7%)	(184,840)	(6.8%)
Total Operational	5,096,090	5,086,023	5,409,043	(312,953)	(6.1%)	(323,020)	(6.4%)
Capital Expenditures	8,610,260	14,265,000	18,460,000	(9,849,740)	(114.4%)	(4,195,000)	(29.4%)
Other Expenditures							
Capital Leases	269,804	269,804	226,946	42,858	15.9%	42,858	15.9%
All Other	622,233	622,233	802,935	(180,703)	(29.0%)	(180,703)	(29.0%)
Total Other Expenditures	892,037	892,037	1,029,881	(137,845)	(15.5%)	(137,845)	(15.5%)
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	14,598,387	20,243,059	24,898,924	(10,300,538)	(70.6%)	(4,655,865)	(23.0%)
Net Revenues / (Expenditures)	\$ 4,983,438	\$ (1,386,915)	\$ (1,189,817)	\$ (6,173,255)	518.8%	\$ 197,098	16.6%

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget

Department: 16 Fleet Maintenance

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	4,566	5,100	4,700	134	2.9%	(400)	(7.8%)
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	4,566	5,100	4,700	134	2.9%	(400)	(7.8%)
Expenditures							
Salaries & Wages							
Base Pay	802,122	838,734	1,025,847	(223,725)	(27.9%)	(187,114)	(22.3%)
Overtime	7,616	15,003	18,628	(11,013)	(144.6%)	(3,625)	(24.2%)
Added Pay	53,137	17,401	23,940	29,197	54.9%	(6,540)	(37.6%)
Non Recurring Pay	12,735	8,065	9,864	2,871	22.5%	(1,799)	(22.3%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	875,610	879,202	1,078,280	(202,670)	(23.1%)	(199,078)	(22.6%)
Fringe Benefits							
Employer Payroll Taxes	63,964	63,817	78,138	(14,174)	(22.2%)	(14,321)	(22.4%)
Pension and Retirement	54,080	52,941	65,504	(11,424)	(21.1%)	(12,563)	(23.7%)
Health and Benefit Insurance	248,005	265,772	327,849	(79,843)	(32.2%)	(62,076)	(23.4%)
Total Fringe Benefits	366,050	382,531	471,491	(105,442)	(28.8%)	(88,960)	(23.3%)
Total Personnel	1,241,659	1,261,733	1,549,771	(308,112)	(24.8%)	(288,038)	(22.8%)
Department Expenditures							
Total Operational	1,459,807	1,479,881	1,770,364	(310,557)	(21.3%)	(290,483)	(19.6%)
Capital Expenditures	-	-	175,000	(175,000)	-	(175,000)	-
Other Expenditures	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	1,459,807	1,479,881	1,945,364	(485,557)	(33.3%)	(465,483)	(31.5%)
Net Revenues / (Expenditures)	\$ (1,455,241)	\$ (1,474,781)	\$ (1,940,664)	\$ (485,423)	(25.0%)	\$ (465,883)	(24.0%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget

Department: 17 Solid Waste

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	4,009,709	3,608,730	4,109,952	100,243	2.5%	501,222	13.9%
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	-	2,200	-	-	-	(2,200)	(100.0%)
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	4,009,709	3,610,930	4,109,952	100,243	2.5%	499,022	13.8%
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	3,949,527	3,566,680	4,086,731	(137,204)	(3.5%)	(520,051)	(14.6%)
Total Operational	3,949,527	3,566,680	4,086,731	(137,204)	(3.5%)	(520,051)	(14.6%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	1,000	1,000	2,000	(1,000)	(100.0%)	(1,000)	(100.0%)
Total Expenditures	3,950,527	3,567,680	4,088,731	(138,204)	(3.5%)	(521,051)	(14.6%)
Net Revenues / (Expenditures)	\$ 59,182	\$ 43,250	\$ 21,221	\$ (37,961)	(178.9%)	\$ (22,029)	(103.8%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget
Department: 18 Planning

	2020-21		2021-22				
	9+3	Budget 2020-21	Budget 2021-22	2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast 2020-21			Variance \$ Fav / (Unf)	Variance % Fav / (Unf)	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	266,445	114,600	194,000	(72,445)	(27.2%)	79,400	69.3%
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	25	100	-	(25)	(100.0%)	(100)	(100.0%)
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	266,470	114,700	194,000	(72,470)	(27.2%)	79,300	69.1%
Expenditures							
Salaries & Wages							
Base Pay	179,241	186,386	197,758	(18,517)	(10.3%)	(11,372)	(6.1%)
Overtime	652	1,934	2,080	(1,427)	(218.8%)	(145)	(7.5%)
Added Pay	9,640	1,680	2,100	7,540	78.2%	(420)	(25.0%)
Non Recurring Pay	1,792	1,792	1,902	(109)	(6.1%)	(109)	(6.1%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	191,326	191,792	203,839	(12,513)	(6.5%)	(12,047)	(6.3%)
Fringe Benefits							
Employer Payroll Taxes	13,651	13,798	14,664	(1,013)	(7.4%)	(866)	(6.3%)
Pension and Retirement	11,432	11,575	12,302	(870)	(7.6%)	(727)	(6.3%)
Health and Benefit Insurance	48,996	27,355	27,356	21,640	44.2%	(1)	(0.0%)
Total Fringe Benefits	74,079	52,728	54,322	19,757	26.7%	(1,594)	(3.0%)
Total Personnel	265,405	244,520	258,161	7,244	2.7%	(13,641)	(5.6%)
Department Expenditures							
Total Operational	619,256	293,047	401,164	218,092	35.2%	(108,117)	(36.9%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	619,256	293,047	401,164	218,092	35.2%	(108,117)	(36.9%)
Net Revenues / (Expenditures)	\$ (352,786)	\$ (178,347)	\$ (207,164)	\$ 145,622	70.3%	\$ (28,817)	(13.9%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget
Department: 19 Permits

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	1,164,723	976,100	1,043,140	(121,583)	(10.4%)	67,040	6.9%
Grants and Other Cost Sharing	898,043	-	-	(898,043)	(100.0%)	-	-
Other Revenues	69,017	1,800	21,700	(47,317)	(68.6%)	19,900	> 999.9%
Other Bond & Lease Proceeds	6,879	-	7,000	121	1.8%	7,000	-
Transfers (Revenue)	10,000	10,000	10,000	-	-	-	-
Total Revenue	2,148,663	987,900	1,081,840	(1,066,823)	(49.7%)	93,940	9.5%
Expenditures							
Salaries & Wages							
Base Pay	449,674	477,609	553,723	(104,050)	(23.1%)	(76,115)	(15.9%)
Overtime	7,564	7,735	9,185	(1,620)	(21.4%)	(1,449)	(18.7%)
Added Pay	29,843	9,840	10,692	19,151	64.2%	(852)	(8.7%)
Non Recurring Pay	616	616	630	(14)	(2.4%)	(14)	(2.4%)
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	487,696	495,800	574,230	(86,534)	(17.7%)	(78,430)	(15.8%)
Fringe Benefits							
Employer Payroll Taxes	35,213	35,632	41,120	(5,907)	(16.8%)	(5,488)	(15.4%)
Pension and Retirement	29,222	30,231	37,220	(7,998)	(27.4%)	(6,989)	(23.1%)
Health and Benefit Insurance	140,968	204,058	197,153	(56,185)	(39.9%)	6,905	3.4%
Total Fringe Benefits	205,403	269,921	275,493	(70,090)	(34.1%)	(5,572)	(2.1%)
Total Personnel	693,099	765,721	849,723	(156,624)	(22.6%)	(84,002)	(11.0%)
Department Expenditures							
Total Operational	1,103,623	914,324	1,000,840	102,783	9.3%	(86,516)	(9.5%)
Capital Expenditures	40,172	-	81,000	(40,828)	(101.6%)	(81,000)	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	1,143,795	914,324	1,081,840	61,955	5.4%	(167,516)	(18.3%)
Net Revenues / (Expenditures)	\$ 1,004,868	\$ 73,576	-	\$ (1,004,868)	-	\$ (73,576)	-

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget
Department: 20 Police Department

	2020-21		2021-22				
	9+3 Forecast 2020-21	Budget 2020-21	Budget 2021-22	2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
				Variance \$ Fav / (Unf)	Variance % Fav / (Unf)	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	41,436	36,300	16,000	(25,436)	(61.4%)	(20,300)	(55.9%)
Grants and Other Cost Sharing	50,200	45,500	45,500	(4,700)	(9.4%)	-	-
Other Revenues	84,522	34,100	64,300	(20,222)	(23.9%)	30,200	88.6%
Other Bond & Lease Proceeds	0	-	-	(0)	(100.0%)	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	176,159	115,900	125,800	(50,359)	(28.6%)	9,900	8.5%
Expenditures							
Salaries & Wages							
Base Pay	7,840,838	7,869,258	8,597,114	(756,275)	(9.6%)	(727,855)	(9.2%)
Overtime	126,481	125,000	125,000	1,481	1.2%	-	-
Added Pay	943,524	806,836	821,627	121,897	12.9%	(14,791)	(1.8%)
Non Recurring Pay	269,236	145,848	158,943	110,292	41.0%	(13,096)	(9.0%)
Reimbursements	(48,959)	(75,000)	(75,000)	26,041	(53.2%)	-	-
Total Salaries & Wages	9,131,119	8,871,942	9,627,684	(496,565)	(5.4%)	(755,742)	(8.5%)
Fringe Benefits							
Employer Payroll Taxes	669,036	678,704	736,518	(67,482)	(10.1%)	(57,814)	(8.5%)
Pension and Retirement	1,190,255	1,212,158	1,494,971	(304,716)	(25.6%)	(282,813)	(23.3%)
Health and Benefit Insurance	1,611,868	1,787,317	1,790,276	(178,409)	(11.1%)	(2,960)	(0.2%)
Total Fringe Benefits	3,471,159	3,678,178	4,021,765	(550,607)	(15.9%)	(343,587)	(9.3%)
Total Personnel	12,602,278	12,550,120	13,649,449	(1,047,171)	(8.3%)	(1,099,329)	(8.8%)
Department Expenditures							
Total Operational	14,167,221	14,106,149	15,408,178	(1,240,958)	(8.8%)	(1,302,029)	(9.2%)
Capital Expenditures	329,390	450,000	875,000	(545,610)	(165.6%)	(425,000)	(94.4%)
Other Expenditures							
Capital Leases	66,138	66,138	-	66,138	100.0%	66,138	100.0%
All Other	-	-	-	-	-	-	-
Total Other Expenditures	66,138	66,138	-	66,138	100.0%	66,138	100.0%
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	14,562,749	14,622,287	16,283,178	(1,720,430)	(11.8%)	(1,660,891)	(11.4%)
Net Revenues / (Expenditures)	\$ (14,386,589)	\$ (14,506,387)	\$ (16,157,378)	\$ (1,770,789)	(11.0%)	\$ (1,650,991)	(10.2%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget

Department: 21 Fire & Rescue

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast 2020-21	Budget 2020-21	Budget 2021-22	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	1,179,992	1,863,039	1,943,239	763,247	64.7%	80,200	4.3%
Grants and Other Cost Sharing	2,000	2,000	2,000	-	-	-	-
Other Revenues	31,834	19,200	26,500	(5,334)	(16.8%)	7,300	38.0%
Other Bond & Lease Proceeds	-	1,400,000	-	-	-	(1,400,000)	(100.0%)
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	1,213,826	3,284,239	1,971,739	757,913	62.4%	(1,312,500)	(40.0%)
Expenditures							
Salaries & Wages							
Base Pay	5,541,412	5,422,174	5,673,959	(132,547)	(2.4%)	(251,785)	(4.6%)
Overtime	260,175	41,969	97,666	162,509	62.5%	(55,698)	(132.7%)
Added Pay	423,126	476,277	483,775	(60,649)	(14.3%)	(7,498)	(1.6%)
Non Recurring Pay	24,507	47,446	54,339	(29,833)	(121.7%)	(6,893)	(14.5%)
Reimbursements	(267,367)	(320,000)	(320,000)	52,633	(19.7%)	-	-
Total Salaries & Wages	5,981,853	5,667,866	5,989,739	(7,887)	(0.1%)	(321,874)	(5.7%)
Fringe Benefits							
Employer Payroll Taxes	464,722	458,085	482,679	(17,957)	(3.9%)	(24,593)	(5.4%)
Pension and Retirement	694,405	631,160	723,971	(29,565)	(4.3%)	(92,811)	(14.7%)
Health and Benefit Insurance	1,125,731	1,115,802	1,181,415	(55,684)	(4.9%)	(65,613)	(5.9%)
Total Fringe Benefits	2,284,858	2,205,048	2,388,065	(103,207)	(4.5%)	(183,017)	(8.3%)
Total Personnel	8,266,711	7,872,914	8,377,804	(111,093)	(1.3%)	(504,890)	(6.4%)
Department Expenditures							
Total Operational	9,704,283	8,990,967	9,735,479	(31,196)	(0.3%)	(744,512)	(8.3%)
Capital Expenditures	1,312,936	1,510,000	1,065,000	247,936	18.9%	445,000	29.5%
Other Expenditures							
Capital Leases	-	80,000	-	-	-	80,000	100.0%
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	80,000	-	-	-	80,000	100.0%
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	11,017,220	10,580,967	10,800,479	216,741	2.0%	(219,512)	(2.1%)
Net Revenues / (Expenditures)	\$ (9,803,394)	\$ (7,296,728)	\$ (8,828,740)	\$ 974,654	11.0%	\$ (1,532,012)	(17.4%)

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget

Department: 23 Non Departmental

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	\$ 19,325,842	\$ 20,237,678	\$ 21,231,050	\$ 1,905,208	9.9%	\$ 993,372	4.9%
Sales Taxes	12,482,064	11,325,300	13,106,100	624,036	5.0%	1,780,800	15.7%
Occupation/Business Taxes	1,279,745	2,080,183	2,021,183	741,438	57.9%	(59,000)	(2.8%)
State Aid/Payments	3,943,155	2,900,352	1,412,441	(2,530,715)	(64.2%)	(1,487,912)	(51.3%)
Fees, Permits and Licenses	197,636	128,500	138,200	(59,436)	(30.1%)	9,700	7.5%
Grants and Other Cost Sharing	4,402,455	-	-	(4,402,455)	(100.0%)	-	-
Other Revenues	112,682	351,900	116,000	3,318	2.9%	(235,900)	(67.0%)
Other Bond & Lease Proceeds	17,209	20,800	17,200	(9)	(0.1%)	(3,600)	(17.3%)
Transfers (Revenue)	407,000	407,000	435,000	28,000	6.9%	28,000	6.9%
Total Revenue	42,167,789	37,451,714	38,477,174	(3,690,616)	(8.8%)	1,025,460	2.7%
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	(122)	-	-	(122)	100.0%	-	-
Reimbursements	(3,660,960)	-	-	(3,660,960)	100.0%	-	-
Total Salaries & Wages	(3,661,083)	-	-	(3,661,083)	100.0%	-	-
Fringe Benefits							
Employer Payroll Taxes	(0)	-	-	(0)	100.0%	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	(253,075)	-	-	(253,075)	100.0%	-	-
Total Fringe Benefits	(253,076)	-	-	(253,076)	100.0%	-	-
Total Personnel	(3,914,158)	-	-	(3,914,158)	100.0%	-	-
Department Expenditures	1,503,727	2,178,797	1,736,648	(232,920)	(15.5%)	442,149	20.3%
Total Operational	(2,410,431)	2,178,797	1,736,648	(4,147,079)	172.0%	442,149	20.3%
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	176,145	204,790	216,217	(40,071)	(22.7%)	(11,427)	(5.6%)
Total Other Expenditures	176,145	204,790	216,217	(40,071)	(22.7%)	(11,427)	(5.6%)
Transfers (Expenditures)	626,977	339,877	(311,091)	938,068	149.6%	650,968	191.5%
Total Expenditures	(1,607,308)	2,723,464	1,641,774	(3,249,082)	202.1%	1,081,690	39.7%
Net Revenues / (Expenditures)	\$ 43,775,098	\$ 34,728,250	\$ 36,835,400	\$ (6,939,698)	(18.8%)	\$ 2,107,150	5.7%

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget
[Department: 24 IT](#)

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	727	19,400	-	(727)	(100.0%)	(19,400)	(100.0%)
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	727	19,400	-	(727)	(100.0%)	(19,400)	(100.0%)
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	526,786	461,001	494,837	31,949	6.1%	(33,836)	(7.3%)
Total Operational	526,786	461,001	494,837	31,949	6.1%	(33,836)	(7.3%)
Capital Expenditures	170,000	202,583	-	170,000	100.0%	202,583	100.0%
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	696,786	663,584	494,837	201,949	29.0%	168,747	25.4%
Net Revenues / (Expenditures)	\$ (696,059)	\$ (644,184)	\$ (494,837)	\$ 201,222	40.7%	\$ 149,347	30.2%

City of Bellevue
Statement of Revenues and Expenditures by Department
2021-22 Budget

Department: 25 City Council

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	-	-	-	-	-	-	-
Grants and Other Cost Sharing	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-	-
Expenditures							
Salaries & Wages							
Base Pay	93,738	95,062	103,613	(9,875)	(10.5%)	(8,551)	(9.0%)
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	93,738	95,062	103,613	(9,875)	(10.5%)	(8,551)	(9.0%)
Fringe Benefits							
Employer Payroll Taxes	7,171	7,272	7,926	(756)	(10.5%)	(654)	(9.0%)
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	7,171	7,272	7,926	(756)	(10.5%)	(654)	(9.0%)
Total Personnel	100,909	102,335	111,540	(10,631)	(10.5%)	(9,205)	(9.0%)
Department Expenditures	15,221	13,621	15,255	(34)	(0.2%)	(1,634)	(12.0%)
Total Operational	116,130	115,956	126,795	(10,665)	(9.2%)	(10,839)	(9.3%)
Capital Expenditures	-	-	-	-	-	-	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	-	-	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-	-	-
Transfers (Expenditures)	-	-	-	-	-	-	-
Total Expenditures	116,130	115,956	126,795	(10,665)	(9.2%)	(10,839)	(9.3%)
Net Revenues / (Expenditures)	\$ (116,130)	\$ (115,956)	\$ (126,795)	\$ (10,665)	(8.4%)	\$ (10,839)	(8.5%)

City of Bellevue
Statement of Revenues and Expenditures by Fund
2021-22 Budget

[Bellevue City Municipal Building Corporation Departments in General Fund](#)

	2020-21		2021-22				
	9+3			2020-21 Fcst vs. 2021-22 Bud		2020-21 Bud vs. 2021-22 Bud	
	Forecast	Budget	Budget	Variance \$	Variance %	Variance \$	Variance %
	2020-21	2020-21	2021-22	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)	Fav / (Unf)
Revenues							
Property Taxes	-	-	-	-	-	-	-
Sales Taxes	-	-	-	-	-	-	-
Occupation/Business Taxes	-	-	-	-	-	-	-
State Aid/Payments	-	-	-	-	-	-	-
Fees, Permits and Licenses	431,961	522,569	401,372	(30,589)	(7.1%)	(121,197)	(23.2%)
Grants and Other Cost Sharing	-	-	575,000	575,000	-	575,000	-
Other Revenues	-	-	-	-	-	-	-
Other Bond & Lease Proceeds	-	-	-	-	-	-	-
Transfers (Revenue)	-	-	-	-	-	-	-
Total Revenue	431,961	522,569	976,372	544,411	126.0%	453,803	86.8%
Expenditures							
Salaries & Wages							
Base Pay	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-
Added Pay	-	-	-	-	-	-	-
Non Recurring Pay	-	-	-	-	-	-	-
Reimbursements	-	-	-	-	-	-	-
Total Salaries & Wages	-	-	-	-	-	-	-
Fringe Benefits							
Employer Payroll Taxes	-	-	-	-	-	-	-
Pension and Retirement	-	-	-	-	-	-	-
Health and Benefit Insurance	-	-	-	-	-	-	-
Total Fringe Benefits	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-
Department Expenditures	95,902	81,446	110,022	(14,121)	(14.7%)	(28,576)	(35.1%)
Total Operational	95,902	81,446	110,022	(14,121)	(14.7%)	(28,576)	(35.1%)
Capital Expenditures	-	-	575,000	(575,000)	-	(575,000)	-
Other Expenditures							
Capital Leases	-	-	-	-	-	-	-
All Other	31,534	31,000	31,004	530	1.7%	(4)	(0.0%)
Total Other Expenditures	31,534	31,000	31,004	530	1.7%	(4)	(0.0%)
Transfers (Expenditures)	123,023	410,123	311,091	(188,068)	(152.9%)	99,032	24.1%
Total Expenditures	250,459	522,569	1,027,117.23	(776,659)	(310.1%)	(504,548)	(96.6%)
Net Revenues / (Expenditures)	\$ 181,503	-	\$ (50,745)	\$ (232,247)	457.7%	\$ (50,745)	100.0%

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11d. and 11d1.
09/7/2021

COUNCIL MEETING DATE: 08/07/2021		SUBMITTED BY: Budget Task Force		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Administration's Draft 2021-2022 Budget (Fiscal Year Ending September 30, 2022).

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$107.4 million in fiscal year 2021-22. This is an increase of \$10.1 million from the 2020-21 budgeted expenditures (due primarily to the increased cost of city services).

This budget provides funding for the City's operations and capital improvements. The General Fund, Community Betterment Fund and Debt Service Fund are budgeted using existing cash reserves and new revenues.

2021-2022 Budgeted Revenues of \$103,688,527.24 and Expenditures of \$107,438,527.24. Cash reserves decrease by \$3,750,000.00.

FISCAL IMPACT: \$107,438,527.24 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: FYE 2022 BUDGET

START DATE: 10/01/2021 END DATE: 09/30/2022 PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

No action taken at this meeting other than the 1st reading (August 7, 2021).
Open public hearing on August 17, 2021.
A separate public hearing will be held August 31, 2021.
Vote on budget and additional 1% restricted funds at the September 7, 2021 meeting along with the tax request resolution

ATTACHMENTS:

- Draft Budget Ordinance
- Draft Resolution - Setting Tax Request
- State Budget Forms
- Summary Budget Data
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

RESOLUTION NO. 2021-28

WHEREAS, Nebraska Revised Statutes Section 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City of Bellevue passes by a majority vote a resolution or ordinance setting the tax request at a different amount;

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City of Bellevue that the property tax request for the current year be a different amount than the property tax request for the prior year.

NOW THEREFORE, the Governing Body of the City of Bellevue, Nebraska, by a majority vote, resolves that:

1. The 2021-2022 property tax request be set at:

General Fund	\$20,338,612.00
Bond Fund	\$ 7,594,150.00
Total Property Tax Request	\$27,932,762.00

2. The total assessed value of property differs from last year's total assessed value by 4.66 percent.

3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.583448 per \$100 of assessed value.

4. The City of Bellevue proposes to adopt a property tax request that will cause its tax rate to be 0.610003 per \$100 of assessed value.

5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Bellevue will increase last year's budget by 10.41 percent.

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2021.

Motion by _____, seconded by _____ to adopt Resolution #2021-28.

Voting yes were:

Voting no were:

PASSED AND APPROVED this 7th day of September, 2021.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
09/7/2021

COUNCIL MEETING DATE: 08/17/2021	SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Amending Section 12-57 through 12-85 of the Bellevue Municipal Code pertaining to fireworks by amending 12-61 and 12-62, deleting 12-63, and adding new section on Special Fireworks Display Application.

SYNOPSIS/BACKGROUND:

Follow up after previous update to Fireworks Ordinance pertaining to structures, screening and adding section on Special Fireworks Applications, and corrections throughout the ordinance. A red-lined version is attached showing the changes.

FISCAL IMPACT: BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4050 amending Section 12-57 through 12-85 of the Bellevue Municipal Code pertaining to fireworks.

ATTACHMENTS:

1. Red-lined Copy Ord. 4050	2. Ord. 4050 Clean copy	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures in blue ink over the signature lines]

ORDINANCE NO.

AN ORDINANCE TO AMEND SECTION 12-57 THROUGH 12-85, OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO FIREWORKS, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Sections 12-57 through 12-85 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 12-57 DEFINITIONS.

(A) For the purposes of this article, the words CONSUMER FIREWORKS shall mean only sparklers, Vesuvius fountains, spray fountains, torches, color fire cones, star and comet-type color aerial shells without explosive charge for the purpose of making noise, lady fingers, not to exceed seven eighths (7/8) of an inch in length or one-eighth (1/8) inch in diameter, total pyrotechnic composition not to exceed one-half (1/2) grain in each weight, color wheels and any other fireworks approved under the provisions of Neb. RS§ 28-1241, ~~(6)(a)~~ as may be amended.

(B) The term FLYING LANTERNS shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. FLYING LANTERNS shall not include hot-air balloons used for transporting persons.

§ 12-58 EXCEPTION.

The provisions of this article shall not apply to the discharge of any fireworks for purposes or under the auspices of any governmental subdivision.

§ 12-59 FIREWORKS RESTRICTED.

No person shall possess, sell, offer for sale, bring into the City or discharge any flying lanterns or pyrotechnics, commonly known as fireworks, other than ~~permissible-consumer~~ fireworks, as defined by Section 12-57 of this Codes. No person shall discharge any flying lanterns or fireworks within an area less than 100 feet from any structure used for the exhibition or sale of fireworks.

§ 12-60 SALE, DISTRIBUTION, STORAGE AND DISCHARGE OF FIREWORKS RESTRICTED; DEFINITIONS.

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

(B)(1) No fireworks may be sold at retail in this City except, daily, from 8:00 a.m. until 10:00 p.m., June 25 through July 3, and from 8:00 a.m. until 12:00 midnight on July 4. Unless first expressly approved by the city council, it shall be unlawful for any person to discharge any other pyrotechnics or pyrotechnic devices in this City other than fireworks. Unless first expressly approved by the City Council, it shall be unlawful to discharge fireworks in this City except between:

- (a) 8:00 a.m. to 10:00 p.m. on any day from June 25 through July 3,
- (b) 8:00 a.m. to 12:00 midnight on July 4, and
- (c) 9:00 p.m. on December 31 to 12:30 a.m. on January 1.

(2) All retail fireworks sales sites shall prominently display a sign listing the days and hours for legal discharge of fireworks in the City of Bellevue and that any debris caused by the discharge

of fireworks in the City must be disposed of by the user. Nothing in this article shall be construed to permit the discharge or other use of any fireworks or any other pyrotechnics or pyrotechnic devices in violation of any other law of this City or the State of Nebraska.

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

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

(1) **COMMUNITY BETTERMENT** shall mean a purpose which generally betters or enhances the community of the City of Bellevue, including:

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

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

(c) Athletic programs which serve the city or neighborhoods or other areas of the community;

(d) Scholarships and youth programs; and

(e) Other acquisitions, services or programs which generally benefit the city and its residents.

~~(3)~~(2) **FIREWORKS** shall mean and include only those fireworks that are permitted for sale by a retailer under the laws of the state, as amended from time to time.

~~(4)~~(3) **FLYING LANTERNS** shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Flying lanterns shall not include hot-air balloons used for transporting persons.

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

§ 12-61 LOCATION AND MAKE-UP OF FIREWORKS RETAIL OUTLETS.

(A) No fireworks shall be sold or exhibited except from a sales outlet meeting the requirements of this code. All such sales outlets and all facilities used to store fireworks shall be located and set back at least:

(1) 25 feet from the nearest right-of-way line of any public right-of-way,

(2) 100 feet from any residential structure, and

(3) 50 feet from any other structure.

~~(B) Sale~~All sales outlets ~~may shall~~ consist only of the following types of a temporary building structure; provided, however, no such structure shall be located within 20 feet of any facility used to store fireworks:

~~(1) A temporary structure that either~~that either has a booth or stand that allows patrons to view and purchase fireworks from the outside of such structure ~~or that~~or that allows patrons to enter such structure to view and purchase fireworks; ~~provided, however, no such structure shall enclose floor space exceeding 1,250 square feet nor be located within 20 feet of any facility used to store fireworks.~~

~~(B)~~(2) A temporary structure that consists of an area enclosed by a tent.:

(C) All sales outlets enclosing any area intended to be used by patrons in connection with the sale of fireworks shall have a minimum of three doors for patrons, each at least three feet in width and located as remotely as practical from any other door or entryway. Each door shall be able to be opened in the direction of egress. All sales outlets enclosing any other area to be used by any person other than a patron shall have a minimum of one door at least three feet in width that is able to be opened in the direction of egress.

(D) The floor area enclosed by any sales outlet shall be earthen, steel, asphalt or concrete, in all instances free of any vegetation in excess of three inches in height and all flammable or combustible materials.

§ 12-62 PROXIMITY TO CERTAIN BUSINESSES AND HAZARDS.

(A) No sales outlet and no facility used to store fireworks shall be located within: (i) 100 feet from:

(1) Any facility or structure used for the sale, above ground storage or dispensing of any liquefied petroleum gases or any other combustible fuel, including diesel fuel, gasoline or propane; or

(2) Any container used in connection with any liquefied petroleum gases; provided, further, that no organization holding a retail license for sales of fireworks shall permit any motor vehicle to park within 15 feet of the exterior of any fireworks sales outlet or facility used to store fireworks. Such distance shall be measured from the closest point where such motor vehicle may be situated or any hazard or material may be located or is dispensed, vented, or stored above ground.

(B) No vegetation (in excess of three inches in height), flammable or combustible materials shall be allowed within ten feet from the exterior of any sales outlet or any facility used to store fireworks.

~~§ 12-63 SCREENING.~~

~~All windows, entryways and other openings on any sales outlet shall be covered by a screen, with squares or openings in the screen not more than one-quarter inch across; provided a sales outlet that allows for outside sales may have up to one foot of the space immediately above the sales counter area unscreened for the transaction of business. Screens shall be securely fastened to the sales outlet to prevent any gaps between the screen and the sales ou~~

§12-63 PERMIT FOR SPECIAL FIREWORKS.

No person shall conduct a public exhibition or display of fireworks without first procuring a display permit from the Nebraska State Fire Marshal and the City Clerk. All applicants for a City of Bellevue permit shall make application to the City Clerk and present the City Clerk with a copy of their permit issued by the Nebraska State Fire Marshal. The City Clerk shall present the application for City Council approval and if approved the City Clerk shall issue the permit.

§ 12-64 FIRE EXTINGUISHER.

At least one multipurpose fire extinguisher shall be furnished and maintained with a current annual inspection tag in all areas used for the sale and storage of fireworks. The extinguisher shall have a rating of at least 4-A for Class A fires. Two stored pressure water extinguishers with a capacity of at least 2-1/2 gallons each may be substituted for multipurpose extinguishers. The travel distance to any extinguisher required by this section shall not exceed 25 feet. At least one person shall be present at the sales outlet during all business hours who has been trained, and is able, to operate the fire extinguishing equipment. Such person shall be required to demonstrate such ability whenever requested by the fire department.

§ 12-65 ELECTRICAL SERVICE.

(A) Any electrical service used in any sales outlet shall comply with all provisions of the National Electrical Code, as then currently adopted by the city.

(B) Any extension cord used in, for or to any sales outlet or fireworks storage facility shall be designated as "heavy-duty" and shall have conductors of at least 14AWG and shall be protected from vehicle and pedestrian traffic at all times.

(C) No electrical cord shall be used in, for or to any sales outlet or fireworks storage facility in a manner that would increase the potential for fire or electric shock.

(D) Any portable generator used to supply power to any sales outlet or fireworks storage facility shall be placed at least ten feet from the sales outlet and storage facility.

(E) Generators and/or fuel supplies shall not be stored in any sales outlet or any fireworks storage facility.

§§ 12-66-12-75 RESERVED.

§ 12-76 LIMITED ISSUANCE OF RETAIL FIREWORKS LICENSES.

The City of Bellevue finds that there has been a proliferation of outlets for the sale of fireworks within the City and that such proliferation has placed an unacceptable burden on the fire marshal, the Bellevue Police Department, and other City departments in regulating the businesses. In addition, an increased use of fireworks within the City limits and surrounding areas has caused additional safety concerns. Therefore, licenses for the retail sale of fireworks may be issued to no more than 25 not-for-profit charitable, community or civic benevolent organizations which operate on a not-for-profit and benevolent basis within the City and meet the criteria set forth in this code.

§ 12-77 CITY CLERK TO ISSUE RETAIL LICENSES; APPLICATION FOR LICENSE.

(A) The City Clerk shall issue a single license to permit the sale of fireworks at retail to those duly organized and existing not-for-profit and benevolent organizations or associations meeting the criteria set forth in section 12-77(C) whose application has been approved for such purposes by the City Administrator. No person issued a retailer's license shall be authorized to purchase, sell, store, hold for sale, offer for sale, or accept delivery of any fireworks other than fireworks sold or distributed by a jobber or distributor that has been licensed by the City for such purposes.

(B) No application of any organization shall be approved by the City Administrator and no license to sell fireworks as a retailer shall be issued except to an organization that:

(1) Is a duly organized not-for-profit and benevolent organization or association that has been operating or doing business on a not-for-profit and benevolent basis within the City for at least one year prior to April 1 of the year in which the application required by this section is submitted and has actually conducted or engaged in community betterment activity during such period;

(2) Has been licensed by the State of Nebraska as a retailer; and

(3) Has made application for such license required by section 12-77(E).

(C) Notwithstanding any other provision of this code, no organization shall be eligible to receive a City retailer's license for the license year following any license year during which the organization:

(1) Failed to satisfactorily evidence the payment of all sales taxes applicable to the sales of fireworks by the organization for such license year or otherwise failed to comply with section 12-64, 12-65, 12-85; or

(2) Had a City retailer's license revoked by the City. Thereafter, an organization that was ineligible to receive a City retailer's license by application of section 12-77(C)(1) shall remain ineligible until such organization has paid the applicable sales tax for the deficient license year and has otherwise satisfactorily ~~complied with~~ complied with section 12-64, 12-65, 12-85 for non-compliant license year to the extent possible.

(D) Application for a retailer's license shall be made to the City Clerk between April 1 and April 30 of each year; provided that in the event such date shall fall on a weekend or a day that is a holiday recognized by the City, such application shall be submitted no later than the close of business on the first business day of the City following such date. The City Clerk shall promptly forward each application to the City Administrator. No application shall be accepted unless the full application and supporting documentation is completed and submitted to the City Clerk at the time of submission. Applications shall only be supplemented if allowed by the City Administrator and only for good cause shown. Examples of good cause shall include, but not be limited to, information that is an applicant is waiting on from the State Fire Marshal, bond approval, or other state requirement that may be delayed. The application and any supplemental information shall be maintained in the office of the City Clerk.

(E) Application shall be made on a form provided by the City Clerk for such purposes and shall include the following:

(1) The identity, address and telephone number of a contact person for the organization, together with a copy of the retailer's license issued by the State to the organization.

(2) To the extent that the organization is required by law to register its existence or make some other filing in order to be authorized to lawfully operate or to conduct business in the State of Nebraska and/or the City, a certified copy from such appropriate governmental body or agency showing that at the time of the application the organization is existing, validly organized, in good standing and certified to do business or operate in the State of Nebraska; provided, however, that to the extent the organization is not so required (e.g., lodges, social, civic, fraternal and beneficial entities authorized under Neb. RS § 21-608), the organization shall include such information as may be necessary or appropriate to evidence to the City that it is validly organized, in good standing and able to do business in the City;

(3) Documentation evidencing that the organization is currently operating as a not-for-profit and benevolent organization or association within the City and otherwise meet the eligibility requirements set forth in section 12-77(B8)(1);

(4) A verified statement identifying (by name and state license number) all distributors or jobbers with whom such organization will do business as a retailer during the year of application if the license is issued, with appropriate documentation from the distributor or jobber supporting such statement;

(5) Documentation evidencing the organization's due payment of all sales taxes applicable to the sales of fireworks by the organization in the preceding year;

(6) A verified statement that, as a condition of the license, the organization:

(a) Agrees to purchase fireworks only from those distributors or jobbers that are identified in the statement submitted pursuant to section 12-77(E)(4) to whom a license for such purposes has been issued by the City;

(b) Agrees to comply with and abide by all provisions of this code, including any directive from the City in respect to this code or to the laws, rules or regulations of the State;

(c) Agrees to sell fireworks only from a single sales outlet meeting the requirement of this code at the approved location identified in its application by address or other suitable area description;

(d) Understands that any such license issued to the organization is personal to the organization and the organization agrees that it will not assign or transfer or attempt to assign or transfer the license in any manner; and

(e) Understands and agrees that the City is authorized and entitled, in its discretion, to revoke or suspend the organization's City retail license (and upon demand the organization shall immediately surrender its license to the city and cease selling any fireworks) upon the occurrence of any act, error or omission of the organization (including any of its members, officers, directors or agents) that results in:

1. A violation of any of the agreements or understandings set forth in this subsection 12-77(E)(6);

2. A violation of the laws, rules or regulation of the State pertaining to the sale or storing of fireworks that may, or does, result in the revocation or suspension of its State retailers license; or

3. A violation of sections 12-60 through 12-100 that constitutes an immediate threat, in the opinion of the fire inspector, to public health, safety or welfare;

(8) ~~(7)~~ A verified statement that the organization understands that, in addition to the eligibility criteria otherwise set forth in this code, as a condition of being permitted to apply for a license, the organization shall:

(a) Have made the timely payment of all applicable sales and other taxes resulting from the retail sale of fireworks, including any related reporting obligations, under any similar license issued by the City in the preceding year; and

(b) Have made a timely and true and correct filing of any statement required by section 12-85;

~~(819)~~ Any other information request on such form as may be appropriate in order that the City may ascertain that the organization shall have complied with any applicable provisions of this code;

(F) In any year, if more than 25 duly completed applications from eligible organizations are received by the City Clerk and have been approved by the City Administrator, then the City Clerk shall issue licenses from among such approved organizations as follows:

(1) Those organizations that were issued a similar license by the City in the immediately preceding license year shall be issued a license;

(2) In the event that after expiration of the appeal time as outlined in section (G) below for all organizations whose applications were not approved by the City Administrator (other than by application of section 12-77(B) or 12-77(C)), there are less than 25 organizations that have been issued a license by application of 12-77(F)(1), and there remain organizations whose applications were approved by the City Administrator, the City Clerk shall issue licenses to a number of approved organizations equal to a number that when added to the total of licenses issued for that year pursuant to section 12-77(F)(1) does not exceed 25 provided that the organization who received a license in the preceding year and whose appeal has been successful shall be accorded the same priority as if approved by the City Administrator. The organization to be issued a license pursuant to section 12-77(F)(2) shall be determined by lot in a manner the City Administrator finds to be appropriate.

(G) The City Administrator shall approve or deny all the applications of all organizations by no later than the second Monday in May in the year of the application. Any denial shall be made in writing personally delivered or sent by regular mail addressed to the person designated in the application specifying the reasons for the denial. Any denial may be appealed to the City Council by written notice made to the City Administrator within ten (10) calendar days of the date of the denial; provided, however, no appeal shall be permitted because denial was the result of the application of sections 12-77(B) or 12-77(C) and no appeal shall be allowed to any organization denied a license by the application of section 12-77(F)(2). The city administrator shall schedule a hearing before the city council at the next available and regularly scheduled city council meeting that is at least five business days after receipt of such notice of appeal.

(H) Whenever an organization has been approved by the City Administrator or by a successful appeal to the City Council, no license shall be issued.

(1) Unless the organization shall first:

(a) Pay the City a license fee in the amount stated in the Master Fee Schedule in cash or by check representing then good funds;

(b) Furnish the bond required by section 12-79;

(c) File a copy of its State retail license with the City Clerk; and

(2) The inspection contemplated by section 12-81 has been successfully completed.

§ 12-78 RESERVED.

§ 12-79 BOND.

(A) No license may be issued to an organization for the retail sale of fireworks, unless the organization shall first furnish to the City a cash bond in the amount of \$1,000.00.

(B) Such bond shall be conditioned so that:

(1) The organization shall abide by any laws and regulations pertaining to the sale of fireworks, including all applicable provisions of sections 12-60 through 12-100, and

(2) That the organization shall thoroughly clean the location identified in its application where fireworks are to be stored or sold and remove any outlet, stand, booth or other facility and all debris from such location by 12:00 noon on July 7 of each year, unless July 7th falls on a weekend, then clean-up shall be completed by 12:00 noon on the following Monday.

(C) The bond shall be forfeited to the City in its entirety whenever the license issued to the organization is revoked by the City for any reason contemplated by section 12-77(E)(6) or whenever the organization shall not comply with the condition set forth in section 12-79(B)(2).

§ 12-80 LICENSING OF DISTRIBUTORS AND JOBBERS; FEES AND TAXES; REVOCATION OF LICENSE.

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the City as a distributor or jobber unless such person is licensed as a distributor or jobber by the State of Nebraska and the City. No person shall be licensed as a distributor or jobber by the City unless such person shall register its State license with the City on a form provided by the City Clerk for such purposes on or before April 1 in the calendar year in which such activity is to be conducted and shall first pay the license fee imposed by section 12-80(D); provided however the registration shall not be permitted to any distributor or jobber (including any affiliate, subsidiary or other organization that is, directly or indirectly, owned, operated or controlled by any such distributor or jobber or by any person or individual owning, operating or controlling such distributor or jobber) if a jobber's or distributor's license previously issued by the City has been revoked.

(B) In the event such date shall fall on a weekend or a day that is a holiday recognized by the City, registration shall be made by no later than the close of business on the first business day of the City following such date.

(C) A City jobber's or distributor's license shall be valid only for the calendar year during which the State license is issued and the registration is made.

~~(D)~~—Registration shall be made on a form provided by the City Clerk for such purposes and shall include:

(D)

(1) Identification of the license number and the pertinent nature of the license issued by the State, and

(2) All other information requested by the City as may be appropriate in order that the City may ascertain that such distributor or jobber is in compliance with the applicable provisions of this code; provided that such information shall be considered the confidential proprietary information of the organization and of the applicant/distributor/jobber and not subject to disclosure to the extent permitted by law. Such registration shall be accompanied by payment, by certified check, of a license fee in the amount stated in the Master Fee Schedule.

(E) Nothing in this section 12-80 shall be construed to permit any distributor or jobber to engage in the sale of fireworks at retail unless such distributor or jobber has been licensed for such sales in accordance with the provisions of section 12-77.

(F) All information submitted by any distributor or jobber pursuant to this section 12-80 shall be maintained and made available in the City Clerk's office.

(G) Any license issued pursuant to this section 12-80 shall not be construed to allow such distributor or jobber to sell, purchase or distribute any fireworks except to those distributors, jobbers and retailers licensed by the City for such activities.

(H) Each distributor's or jobber's license issued by the City shall be subject to immediate revocation or suspension by the City whenever the distributor or jobber shall sell, purchase or distribute fireworks to or from any retailer, jobber or distributor that is not appropriately licensed by the City at the time of the purchase, sale or distribution.

§ 12-81 INSPECTION REQUIRED; DUTY OF LICENSEE.

(A) No retail license may be issued to an organization whose application has been approved for the retail sale of fireworks, unless an inspection conducted by the fire inspector and any other appropriate inspector of the City of its sales outlet and storage facilities has determined the organization's conformity to and compliance with the code, including any land use regulations.

(8) The organization shall request the City in writing addressed to the City Clerk no later than 4:00 p.m. on June 23 of the appropriate calendar year to make such inspection. The City shall attempt to conduct such inspection within 24 hours after the request has been made. The inspector(s) shall advise the City Clerk at such time as the inspection has determined that such organization is in compliance with the requirements of the code.

(C) Nothing in this shall preclude the City from subsequently revoking, suspending or demanding the surrender of the organization's retail license.

§ 12-82 DISPLAY OF RETAIL LICENSE.

Any retail license issued by the City shall be prominently displayed at all times at the sales outlet.

§ 12-83 DURATION.

Any retail license issued by the City shall be valid only for the calendar year in which issued.

§ 12-84 AGE OF SELLERS AND PURCHASERS.

(A) Any person actually selling or offering for sale any fireworks in the City shall be at least 14 years of age, and no licensee shall allow or permit any person to sell or offer to sell any fireworks who is not 14 years of age, provided however that someone over the age of 16 shall be present at all times.

(B) No person actually selling or offering for sale any fireworks in the City shall sell or offer to sell fireworks to any person who is under 16 years of age, and no licensee shall allow or permit any person to sell or offer to sell any fireworks to any person who is under 16 years of age.

§ 12-85 STATEMENT OF PROFITS AND EXPENSES.

(A) Each organization that has received a retail license pursuant to section 12-77 shall file with the City Clerk on or before September 30, a detailed verified statement providing the following information:

(1) The total dollar amount paid by all patrons for fireworks at the sales outlet during the license period, including, separately stated, the amount of sales tax collected by the organization and to be paid in connection with such sales, including the manner and means of calculating the same; and

(2) Such other information as the City shall consider appropriate.

(B) Such statement shall be filed on a form that the City Clerk has prepared for such purposes.

(C) The form shall be maintained and made available in the office of the City Clerk.

§ 12-86 VIOLATIONS.

Any person or any licensee who violates any of the provisions of sections 12-59, 12-60, 12-61, 12-64, 12-82 or 12-84 shall be deemed guilty of a misdemeanor in addition to any fine or penalty for such violation as may otherwise be provided in sections 12-60 through 12-100.

§§ 12-87-12-100 RESERVED.

Section 2. This Ordinance shall take effect and be in full force on the ____ day of

2021. ~~_____ 2021. on the ay of May,~~

ADOPTED by the Mayor and City Council this ____ day of _____ 2021. ~~Council thi-
y of May, 2021.~~

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

City Attorney

First Reading:- 04/06/2021
Second Reading:- 04/20/2021
Third Reading:- 05/04/2021

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ORDINANCE NO.

AN ORDINANCE TO AMEND SECTION 12-57 THROUGH 12-85, OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO FIREWORKS, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Sections 12-57 through 12-85 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 12-57 DEFINITIONS.

(A) For the purposes of this article, the words CONSUMER FIREWORKS shall mean only sparklers, Vesuvius fountains, spray fountains, torches, color fire cones, star and comet-type color aerial shells without explosive charge for the purpose of making noise, lady fingers, not to exceed seven eighths (7/8) of an inch in length or one-eighth (1/8) inch in diameter, total pyrotechnic composition not to exceed one-half (1/2) grain in each weight, color wheels and any other fireworks approved under the provisions of Neb. RS§ 28-1241, as may be amended.

(B) The term FLYING LANTERNS shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. FLYING LANTERNS shall not include hot-air balloons used for transporting persons.

§ 12-58 EXCEPTION.

The provisions of this article shall not apply to the discharge of any fireworks for purposes or under the auspices of any governmental subdivision.

§ 12-59 FIREWORKS RESTRICTED.

No person shall possess, sell, offer for sale, bring into the City or discharge any flying lanterns or pyrotechnics, commonly known as fireworks, other than consumer fireworks, as defined by Section 12-57 of this Code. No person shall discharge any flying lanterns or fireworks within an area less than 100 feet from any structure used for the exhibition or sale of fireworks.

§ 12-60 SALE, DISTRIBUTION, STORAGE AND DISCHARGE OF FIREWORKS RESTRICTED; DEFINITIONS.

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

(B)(1) No fireworks may be sold at retail in this City except, daily, from 8:00 a.m. until 10:00 p.m., June 25 through July 3, and from 8:00 a.m. until 12:00 midnight on July 4. Unless first expressly approved by the city council, it shall be unlawful for any person to discharge any other pyrotechnics or pyrotechnic devices in this City other than fireworks. Unless first expressly approved by the City Council, it shall be unlawful to discharge fireworks in this City except between:

- (a) 8:00 a.m. to 10:00 p.m. on any day from June 25 through July 3,
- (b) 8:00 a.m. to 12:00 midnight on July 4, and
- (c) 9:00 p.m. on December 31 to 12:30 a.m. on January 1.

(2) All retail fireworks sales sites shall prominently display a sign listing the days and hours for legal discharge of fireworks in the City of Bellevue and that any debris caused by the discharge

of fireworks in the City must be disposed of by the user. Nothing in this article shall be construed to permit the discharge or other use of any fireworks or any other pyrotechnics or pyrotechnic devices in violation of any other law of this City or the State of Nebraska.

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

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

(1) **COMMUNITY BETTERMENT** shall mean a purpose which generally betters or enhances the community of the City of Bellevue, including:

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

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

(c) Athletic programs which serve the city or neighborhoods or other areas of the community;

(d) Scholarships and youth programs; and

(e) Other acquisitions, services or programs which generally benefit the city and its residents.

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

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

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

§ 12-61 LOCATION AND MAKE-UP OF FIREWORKS RETAIL OUTLETS.

(A) No fireworks shall be sold or exhibited except from a sales outlet meeting the requirements of this code. All such sales outlets and all facilities used to store fireworks shall be located and set back at least:

(1) 25 feet from the nearest right-of-way line of any public right-of-way,

(2) 100 feet from any residential structure, and

(3) 50 feet from any other structure.

(B) Sale outlets may consist only of the following types of temporary building structure; provided, however, no such structure shall be located within 20 feet of any facility used to store fireworks:

(1) A temporary structure that either has a booth or stand that allows patrons to view and purchase fireworks from the outside of such structure or that allows patrons to enter such structure to view and purchase fireworks;

(2) A temporary structure that consists of an area enclosed by a tent.

(C) All sales outlets enclosing any area intended to be used by patrons in connection with the sale of fireworks shall have a minimum of three doors for patrons, each at least three feet in width and located as remotely as practical from any other door or entryway. Each door shall be able to be opened in the direction of egress. All sales outlets enclosing any other area to be used by any person other than a patron shall have a minimum of one door at least three feet in width that is able to be opened in the direction of egress.

(D) The floor area enclosed by any sales outlet shall be earthen, steel, asphalt or concrete, in all instances free of any vegetation in excess of three inches in height and all flammable or combustible materials.

§ 12-62 PROXIMITY TO CERTAIN BUSINESSES AND HAZARDS.

(A) No sales outlet and no facility used to store fireworks shall be located within: (i) 100 feet from:

(1) Any facility or structure used for the sale, above ground storage or dispensing of any liquefied petroleum gases or any other combustible fuel, including diesel fuel, gasoline or propane; or

(2) Any container used in connection with any liquefied petroleum gases; provided, further, that no organization holding a retail license for sales of fireworks shall permit any motor vehicle to park within 15 feet of the exterior of any fireworks sales outlet or facility used to store fireworks. Such distance shall be measured from the closest point where such motor vehicle may be situated or any hazard or material may be located or is dispensed, vented, or stored above ground.

(B) No vegetation (in excess of three inches in height), flammable or combustible materials shall be allowed within ten feet from the exterior of any sales outlet or any facility used to store fireworks.

§12-63 PERMIT FOR SPECIAL FIREWORKS.

No person shall conduct a public exhibition or display of fireworks without first procuring a display permit from the Nebraska State Fire Marshal and the City Clerk. All applicants for a City of Bellevue permit shall make application to the City Clerk and present the City Clerk with a copy of their permit issued by the Nebraska State Fire Marshal. The City Clerk shall present the application for City Council approval and if approved the City Clerk shall issue the permit.

§ 12-64 FIRE EXTINGUISHER.

At least one multipurpose fire extinguisher shall be furnished and maintained with a current annual inspection tag in all areas used for the sale and storage of fireworks. The extinguisher shall have a rating of at least 4-A for Class A fires. Two stored pressure water extinguishers with a capacity of at least 2-1/2 gallons each may be substituted for multipurpose extinguishers. The travel distance to any extinguisher required by this section shall not exceed 25 feet. At least one person shall be present at the sales outlet during all business hours who has been trained, and is able, to operate the fire extinguishing equipment. Such person shall be required to demonstrate such ability whenever requested by the fire department.

§ 12-65 ELECTRICAL SERVICE.

(A) Any electrical service used in any sales outlet shall comply with all provisions of the National Electrical Code, as then currently adopted by the city.

(B) Any extension cord used in, for or to any sales outlet or fireworks storage facility shall be designated as "heavy-duty" and shall have conductors of at least 14AWG and shall be protected from vehicle and pedestrian traffic at all times.

(C) No electrical cord shall be used in, for or to any sales outlet or fireworks storage facility in a manner that would increase the potential for fire or electric shock.

(D) Any portable generator used to supply power to any sales outlet or fireworks storage facility shall be placed at least ten feet from the sales outlet and storage facility.

(E) Generators and/or fuel supplies shall not be stored in any sales outlet or any fireworks storage facility.

§§ 12-66-12-75 RESERVED.

§ 12-76 LIMITED ISSUANCE OF RETAIL FIREWORKS LICENSES.

The City of Bellevue finds that there has been a proliferation of outlets for the sale of fireworks within the City and that such proliferation has placed an unacceptable burden on the fire marshal, the Bellevue Police Department, and other City departments in regulating the businesses. In addition, an increased use of fireworks within the City limits and surrounding areas has caused additional safety concerns. Therefore, licenses for the retail sale of fireworks may be issued to no more than 25 not-for-profit charitable, community or civic benevolent organizations which operate on a not-for-profit and benevolent basis within the City and meet the criteria set forth in this code.

§ 12-77 CITY CLERK TO ISSUE RETAIL LICENSES; APPLICATION FOR LICENSE.

(A) The City Clerk shall issue a single license to permit the sale of fireworks at retail to those duly organized and existing not-for-profit and benevolent organizations or associations meeting the criteria set forth in section 12-77(C) whose application has been approved for such purposes by the City Administrator. No person issued a retailer's license shall be authorized to purchase, sell, store, hold for sale, offer for sale, or accept delivery of any fireworks other than fireworks sold or distributed by a jobber or distributor that has been licensed by the City for such purposes.

(B) No application of any organization shall be approved by the City Administrator and no license to sell fireworks as a retailer shall be issued except to an organization that:

(1) Is a duly organized not-for-profit and benevolent organization or association that has been operating or doing business on a not-for-profit and benevolent basis within the City for at least one year prior to April 1 of the year in which the application required by this section is submitted and has actually conducted or engaged in community betterment activity during such period;

(2) Has been licensed by the State of Nebraska as a retailer; and

(3) Has made application for such license required by section 12-77(E).

(C) Notwithstanding any other provision of this code, no organization shall be eligible to receive a City retailer's license for the license year following any license year during which the organization:

(1) Failed to satisfactorily evidence the payment of all sales taxes applicable to the sales of fireworks by the organization for such license year or otherwise failed to comply with section 12-64, 12-65, 12-85; or

(2) Had a City retailer's license revoked by the City. Thereafter, an organization that was ineligible to receive a City retailer's license by application of section 12-77(C)(1) shall remain ineligible until such organization has paid the applicable sales tax for the deficient license year and has otherwise satisfactorily complied with section 12-64, 12-65, 12-85 for non-compliant license year to the extent possible.

(D) Application for a retailer's license shall be made to the City Clerk between April 1 and April 30 of each year; provided that in the event such date shall fall on a weekend or a day that is a holiday recognized by the City, such application shall be submitted no later than the close of business on the first business day of the City following such date. The City Clerk shall promptly forward each application to the City Administrator. No application shall be accepted unless the full application and supporting documentation is completed and submitted to the City Clerk at the time of submission. Applications shall only be supplemented if allowed by the City Administrator and only for good cause shown. Examples of good cause shall include, but not be limited to, information that is an applicant is waiting on from the State Fire Marshal, bond approval, or other state requirement that may be delayed. The application and any supplemental information shall be maintained in the office of the City Clerk.

(E) Application shall be made on a form provided by the City Clerk for such purposes and shall include the following:

(1) The identity, address and telephone number of a contact person for the organization, together with a copy of the retailer's license issued by the State to the organization.

(2) To the extent that the organization is required by law to register its existence or make some other filing in order to be authorized to lawfully operate or to conduct business in the State of Nebraska and/or the City, a certified copy from such appropriate governmental body or agency showing that at the time of the application the organization is existing, validly organized, in good standing and certified to do business or operate in the State of Nebraska; provided, however, that to the extent the organization is not so required (e.g., lodges, social, civic, fraternal and beneficial entities authorized under Neb. RS § 21-608), the organization shall include such information as may be necessary or appropriate to evidence to the City that it is validly organized, in good standing and able to do business in the City;

(3) Documentation evidencing that the organization is currently operating as a not-for-profit and benevolent organization or association within the City and otherwise meet the eligibility requirements set forth in section 12-77(B)(1);

(4) A verified statement identifying (by name and state license number) all distributors or jobbers with whom such organization will do business as a retailer during the year of application if the license is issued, with appropriate documentation from the distributor or jobber supporting such statement;

(5) Documentation evidencing the organization's due payment of all sales taxes applicable to the sales of fireworks by the organization in the preceding year;

(6) A verified statement that, as a condition of the license, the organization:

(a) Agrees to purchase fireworks only from those distributors or jobbers that are identified in the statement submitted pursuant to section 12-77(E)(4) to whom a license for such purposes has been issued by the City;

(b) Agrees to comply with and abide by all provisions of this code, including any directive from the City in respect to this code or to the laws, rules or regulations of the State;

(c) Agrees to sell fireworks only from a single sales outlet meeting the requirement of this code at the approved location identified in its application by address or other suitable area description;

(d) Understands that any such license issued to the organization is personal to the organization and the organization agrees that it will not assign or transfer or attempt to assign or transfer the license in any manner; and

(e) Understands and agrees that the City is authorized and entitled, in its discretion, to revoke or suspend the organization's City retail license (and upon demand the organization shall immediately surrender its license to the city and cease selling any fireworks) upon the occurrence of any act, error or omission of the organization (including any of its members, officers, directors or agents) that results in:

1. A violation of any of the agreements or understandings set forth in this subsection 12-77(E)(6);

2. A violation of the laws, rules or regulation of the State pertaining to the sale or storing of fireworks that may, or does, result in the revocation or suspension of its State retailers license; or

3. A violation of sections 12-60 through 12-100 that constitutes an immediate threat, in the opinion of the fire inspector, to public health, safety or welfare;

(7) A verified statement that the organization understands that, in addition to the eligibility criteria otherwise set forth in this code, as a condition of being permitted to apply for a license, the organization shall:

(a) Have made the timely payment of all applicable sales and other taxes resulting from the retail sale of fireworks, including any related reporting obligations, under any similar license issued by the City in the preceding year; and

(b) Have made a timely and true and correct filing of any statement required by section 12-85;

(8) Any other information request on such form as may be appropriate in order that the City may ascertain that the organization shall have complied with any applicable provisions of this code.

(F) In any year, if more than 25 duly completed applications from eligible organizations are received by the City Clerk and have been approved by the City Administrator, then the City Clerk shall issue licenses from among such approved organizations as follows:

(1) Those organizations that were issued a similar license by the City in the immediately preceding license year shall be issued a license;

(2) In the event that after expiration of the appeal time as outlined in section (G) below for all organizations whose applications were not approved by the City Administrator (other than by application of section 12-77(B) or 12-77(C)), there are less than 25 organizations that have been issued a license by application of 12-77(F)(1), and there remain organizations whose applications were approved by the City Administrator, the City Clerk shall issue licenses to a number of approved organizations equal to a number that when added to the total of licenses issued for that year pursuant to section 12-77(F)(1) does not exceed 25 provided that the organization who received a license in the preceding year and whose appeal has been successful shall be accorded the same priority as if approved by the City Administrator. The organization to be issued a license pursuant to section 12-77(F)(2) shall be determined by lot in a manner the City Administrator finds to be appropriate.

(G) The City Administrator shall approve or deny all the applications of all organizations by no later than the second Monday in May in the year of the application. Any denial shall be made in writing personally delivered or sent by regular mail addressed to the person designated in the application specifying the reasons for the denial. Any denial may be appealed to the City Council by written notice made to the City Administrator within ten (10) calendar days of the date of the denial; provided, however, no appeal shall be permitted because denial was the result of the application of sections 12-77(B) or 12-77(C) and no appeal shall be allowed to any organization denied a license by the application of section 12-77(F)(2). The city administrator shall schedule a hearing before the city council at the next available and regularly scheduled city council meeting that is at least five business days after receipt of such notice of appeal.

(H) Whenever an organization has been approved by the City Administrator or by a successful appeal to the City Council, no license shall be issued.

(1) Unless the organization shall first:

(a) Pay the City a license fee in the amount stated in the Master Fee Schedule in cash or by check representing then good funds;

(b) Furnish the bond required by section 12-79;

(c) File a copy of its State retail license with the City Clerk; and

(2) The inspection contemplated by section 12-81 has been successfully completed.

§ 12-78 RESERVED.

§ 12-79 BOND.

(A) No license may be issued to an organization for the retail sale of fireworks, unless the organization shall first furnish to the City a cash bond in the amount of \$1,000.00.

(B) Such bond shall be conditioned so that:

(1) The organization shall abide by any laws and regulations pertaining to the sale of fireworks, including all applicable provisions of sections 12-60 through 12-100, and

(2) That the organization shall thoroughly clean the location identified in its application where fireworks are to be stored or sold and remove any outlet, stand, booth or other facility and all debris from such location by 12:00 noon on July 7 of each year, unless July 7th falls on a weekend, then clean-up shall be completed by 12:00 noon on the following Monday.

(C) The bond shall be forfeited to the City in its entirety whenever the license issued to the organization is revoked by the City for any reason contemplated by section 12-77(E)(6) or whenever the organization shall not comply with the condition set forth in section 12-79(B)(2).

§ 12-80 LICENSING OF DISTRIBUTORS AND JOBBERS; FEES AND TAXES; REVOCATION OF LICENSE.

(A) No person shall sell, hold for sale, offer for sale, or distribute or deliver fireworks in the City as a distributor or jobber unless such person is licensed as a distributor or jobber by the State of Nebraska and the City. No person shall be licensed as a distributor or jobber by the City unless such person shall register its State license with the City on a form provided by the City Clerk for such purposes on or before April 1 in the calendar year in which such activity is to be conducted and shall first pay the license fee imposed by section 12-80(D); provided however the registration shall not be permitted to any distributor or jobber (including any affiliate, subsidiary or other organization that is, directly or indirectly, owned, operated or controlled by any such distributor or jobber or by any person or individual owning, operating or controlling such distributor or jobber) if a jobber's or distributor's license previously issued by the City has been revoked.

(B) In the event such date shall fall on a weekend or a day that is a holiday recognized by the City, registration shall be made by no later than the close of business on the first business day of the City following such date.

(C) A City jobber's or distributor's license shall be valid only for the calendar year during which the State license is issued and the registration is made.

(D) Registration shall be made on a form provided by the City Clerk for such purposes and shall include:

(1) Identification of the license number and the pertinent nature of the license issued by the State, and

(2) All other information requested by the City as may be appropriate in order that the City may ascertain that such distributor or jobber is in compliance with the applicable provisions of this code; provided that such information shall be considered the confidential proprietary information of the organization and of the applicant/distributor/jobber and not subject to disclosure to the extent permitted by law. Such registration shall be accompanied by payment, by certified check, of a license fee in the amount stated in the Master Fee Schedule.

(E) Nothing in this section 12-80 shall be construed to permit any distributor or jobber to engage in the sale of fireworks at retail unless such distributor or jobber has been licensed for such sales in accordance with the provisions of section 12-77.

(F) All information submitted by any distributor or jobber pursuant to this section 12-80 shall be maintained and made available in the City Clerk's office.

(G) Any license issued pursuant to this section 12-80 shall not be construed to allow such distributor or jobber to sell, purchase or distribute any fireworks except to those distributors, jobbers and retailers licensed by the City for such activities.

(H) Each distributor's or jobber's license issued by the City shall be subject to immediate revocation or suspension by the City whenever the distributor or jobber shall sell, purchase or distribute fireworks to or from any retailer, jobber or distributor that is not appropriately licensed by the City at the time of the purchase, sale or distribution.

§ 12-81 INSPECTION REQUIRED; DUTY OF LICENSEE.

(A) No retail license may be issued to an organization whose application has been approved for the retail sale of fireworks, unless an inspection conducted by the fire inspector and any other appropriate inspector of the City of its sales outlet and storage facilities has determined the organization's conformity to and compliance with the code, including any land use regulations.

(8) The organization shall request the City in writing addressed to the City Clerk no later than 4:00 p.m. on June 23 of the appropriate calendar year to make such inspection. The City shall attempt to conduct such inspection within 24 hours after the request has been made. The inspector(s) shall advise the City Clerk at such time as the inspection has determined that such organization is in compliance with the requirements of the code.

(C) Nothing in this shall preclude the City from subsequently revoking, suspending or demanding the surrender of the organization's retail license.

§ 12-82 DISPLAY OF RETAIL LICENSE.

Any retail license issued by the City shall be prominently displayed at all times at the sales outlet.

§ 12-83 DURATION.

Any retail license issued by the City shall be valid only for the calendar year in which issued.

§ 12-84 AGE OF SELLERS AND PURCHASERS.

(A) Any person actually selling or offering for sale any fireworks in the City shall be at least 14 years of age, and no licensee shall allow or permit any person to sell or offer to sell any fireworks who is not 14 years of age, provided however that someone over the age of 16 shall be present at all times.

(B) No person actually selling or offering for sale any fireworks in the City shall sell or offer to sell fireworks to any person who is under 16 years of age, and no licensee shall allow or permit any person to sell or offer to sell any fireworks to any person who is under 16 years of age.

§ 12-85 STATEMENT OF PROFITS AND EXPENSES.

(A) Each organization that has received a retail license pursuant to section 12-77 shall file with the City Clerk on or before September 30, a detailed verified statement providing the following information:

(1) The total dollar amount paid by all patrons for fireworks at the sales outlet during the license period, including, separately stated, the amount of sales tax collected by the organization and to be paid in connection with such sales, including the manner and means of calculating the same; and

(2) Such other information as the City shall consider appropriate.

(B) Such statement shall be filed on a form that the City Clerk has prepared for such purposes.

(C) The form shall be maintained and made available in the office of the City Clerk.

§ 12-86 VIOLATIONS.

Any person or any licensee who violates any of the provisions of sections 12-59, 12-60, 12-61, 12-64, 12-82 or 12-84 shall be deemed guilty of a misdemeanor in addition to any fine or penalty for such violation as may otherwise be provided in sections 12-60 through 12-100.

§§ 12-87-12-100 RESERVED.

Section 2. This Ordinance shall take effect and be in full force on the ____ day of _____ 2021.

ADOPTED by the Mayor and City Council this ____ day of _____ 2021.

ATTEST:

City Clerk

Mayor, Rusty Hike

APPROVED AS TO FORM:

City Attorney

First Reading: 08/17/2021

Second Reading: _____

Third Reading: _____

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

**13a.
09/07/2021**

COUNCIL MEETING DATE: 09/07/2021		SUBMITTED BY: Finance Director		Michael Rogers, GilmoreBell; Cody Wickham, D.A. Davidson	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Refinance debt - Issue Public Safety Department Tax Anticipation Refunding Bonds, Series 2021 of up to \$3,500,000 to provide for redemption and payment of certain unpaid Public Safety Department Tax Anticipation Bonds, Series 2012, unpaid Public Safety Department Tax Anticipation Bonds, Series 2013 and unpaid Public Safety Department Tax Anticipation Refunding Bonds, Series 2016.

SYNOPSIS/BACKGROUND:

The City of Bellevue will refund certain 2012, 2013 and 2016 Public Safety bonds and issue new bonds in the amount necessary, up to \$3,500,000, to save interest costs and more effectively manage debt. We are projecting to lower our Average Interest Rate from 2.32% down to a Net Interest Cost of 0.55%, resulting in Net Present Value Saving of \$110,147.

FISCAL IMPACT: \$110k BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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: NO

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

STREET DISTRICT NAME (S): _____ STREET DISTRICT NUMBER (S): _____

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Ordinance #4051, authorizing and providing for issuance of Public Safety Department Tax Anticipation Refunding Bonds, Series 2021, in an amount not to exceed \$3,500,000.00.

ATTACHMENTS:

1. Ordinance No. 4051	2. _____	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Roblin

Rich Severson

[Signature]

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF PUBLIC SAFETY DEPARTMENT TAX ANTICIPATION REFUNDING BONDS, SERIES 2021 OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) TO PROVIDE FOR THE PAYMENT AND REDEMPTION OF CERTAIN PUBLIC SAFETY DEPARTMENT TAX ANTICIPATION BONDS OF THE CITY OF BELLEVUE, NEBRASKA; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET OR ELECTRONIC FORM; AND RELATED MATTERS

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

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

(a) The City has previously issued and there are now outstanding and unpaid Public Safety Department Tax Anticipation Bonds, Series 2012, in the principal amount of \$125,000, dated July 9, 2012 (the “**2012 Bonds**”), and bearing interest and maturing as follows:

<u>Amount</u>	<u>Maturity (June 15)</u>	<u>Interest Rate</u>
\$125,000	2022	2.25%

Such 2012 Bonds were originally issued in the principal amount of \$2,210,000. The 2012 Bonds are redeemable at the option of the City at any time on or after July 9, 2017, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(b) The City has previously issued and there are now outstanding and unpaid Public Safety Department Tax Anticipation Bonds, Series 2013, in the principal amount of \$1,950,000, dated June 3, 2013 (the “**2013 Bonds**”), and bearing interest and maturing as follows:

<u>Amount</u>	<u>Maturity (June 1)</u>	<u>Interest Rate</u>
\$450,000	2023	2.15%
500,000	2024	2.35
500,000	2025	2.55
500,000	2026	2.75

Such 2013 Bonds were originally issued in the principal amount of \$5,500,000. The 2013 Bonds are redeemable at the option of the City at any time on or after June 3, 2018, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(c) The City has previously issued and there are now outstanding and unpaid Public Safety Department Tax Anticipation Refunding Bonds, Series 2016, in the principal amount of

\$1,230,000, dated November 29, 2016 (the “**2016 Bonds**”, and together with the 2012 Bonds and the 2013 Bonds, the “**Outstanding Bonds**”), and bearing interest and maturing as follows:

<u>Amount</u>	<u>Maturity (December 15)</u>	<u>Interest Rate</u>
\$250,000	2022	1.600%
250,000	2023	1.700
250,000	2024	1.850
250,000	2025	2.000

Such 2016 Bonds were originally issued in the principal amount of \$2,065,000. The 2016 Bonds are redeemable at the option of the City at any time on or after November 29, 2021, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(d) All of the Outstanding Bonds remain unpaid and are a legal liability against the City, provision for the payment of which may be made by the lawful issuance and sale of refunding bonds of the City pursuant to Sections 18-1201, 18-1202 and 10-142, Reissue Revised Statutes of Nebraska, as amended.

(e) Since the issuance of the Outstanding Bonds, the rates of interest available in the markets have declined so that the City can effect a savings in interest costs by providing for payment and redemption of all or part of the Outstanding Bonds, as determined by the Mayor in accordance with the provisions of this Ordinance, through the issuance of refunding bonds of the City.

(f) By making provision for the redemption and payment of all or a portion of the Outstanding Bonds (as called for redemption, the “**Refunded Bonds**”) through the issuance of refunding bonds, a savings in the amount of annual debt service on the Refunded Bonds would be made by the City.

(g) The City does herein authorize calling the Refunded Bonds for payment and redemption in accordance with law and the ordinances authorizing the Outstanding Bonds, on a date to be determined as provided for herein (the “**Redemption Date**”).

(h) All bond sinking fund money of the City in existence with respect to the Refunded Bonds has been or will be used to pay principal and interest maturing, accruing and falling due on the Refunded Bonds on or before the Redemption Date, all of such sinking fund money being hereby appropriated and set aside for such purpose, it being found hereby that no sinking fund money is presently in existence to pay the principal of or interest on the Refunded Bonds being called for redemption on the Redemption Date, and that the City has no other funds accumulated for the payment thereof.

(i) The taxable valuation of all taxable property within the City for the current fiscal year is \$4,379,801,232; that a levy of five cents on each one hundred dollars of taxable property within the City would produce approximately \$2,168,000; and that debt service on the Bonds authorized herein and the Outstanding Bonds to remain outstanding after the issuance of the Bonds shall not exceed \$1,000,000.

(j) All conditions, acts and things required by law to exist or to be done precedent to and in the issuance of Public Safety Department Tax Anticipation Refunding Bonds, Series 2021, of the City (the “**Bonds**”) in the principal amount of not to exceed \$3,500,000 do exist and have been done and performed as required or provided by law.

Section 2. (a) To provide funds for the purpose of paying a portion of the costs of the Project and refinancing the Refunded Bonds, all as set out in **Section 1** hereof, there shall be and there are hereby ordered issued the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$3,500,000.

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, including any original issue discount or premium and any underwriting discount, (ii) the underwriting discount or fee, which shall not exceed 0.95% of the aggregate stated principal amount of the Bonds, and whether such discount or fee shall be paid from bond proceeds or other City funds, (iii) the form and contents of any bond purchase agreement in connection with such sale, (iv) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$3,500,000, and the final maturity date, which shall not be later than September 15, 2026, (v) the principal amounts maturing in each year, (vi) the rate or rates of interest to be borne by each principal maturity, provided that present value savings results from refunding the Refunded Bonds, (vii) the principal payment dates and interest payment dates, (viii) 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, (ix) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (x) the designation of the Bond Registrar and Paying Agent (defined herein) and the form and content of any agreement between the City and such entity and (xi) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(b) The Authorized Officers, or each individually, are hereby authorized to call any or all of the Refunded Bonds for redemption on such date he or she determines appropriate, which date shall be the 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.

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

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

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

close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 4. Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

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

[Remainder of Page Intentionally Left Blank]

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY**

**CITY OF BELLEVUE
PUBLIC SAFETY DEPARTMENT TAX ANTICIPATION REFUNDING BOND
SERIES 2021**

No. _____

\$

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>	<u>CUSIP</u>
%	_____, 20__	_____, 2021	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

DOLLARS

The CITY OF BELLEVUE, NEBRASKA (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above with interest thereon to maturity (or earlier redemption) computed on the basis of a 360-day year consisting of twelve 30-day months from the Date of Original Issue or most recent Interest Payment Date, whichever is later, at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 20__ (each of such dates an “Interest Payment Date”). The Principal Amount hereof, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the office of _____, as the Paying Agent and Registrar, in _____, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding such Interest Payment Date, to such owner’s registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

This bond is one of an issue of fully registered bonds (the “Bonds”) of the total principal amount of _____ (\$ _____), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City for the purpose of refunding the following: (i) [Public Safety Department Tax Anticipation Bonds, Series 2012, date of original issue – July 9, 2012]; (ii) Public Safety Department Tax Anticipation Bonds, Series 2013, date of original issue – June 3, 2013; and (iii) Public Safety Department Tax Anticipation Bonds, Series 2016, date of original issue – November 29, 2016, all pursuant to Sections 18-1201, 18-1202, and 10-142 Reissue Revised Statutes of Nebraska, as amended. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. _____ of the City (the “**Ordinance**”) duly enacted and by proceedings duly had by the Mayor and Council.

The Bonds are subject to redemption at the option of the City, in whole or in part, at any time on or after five years after the date of delivery, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption

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

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

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

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

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

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond and the Refunded Bonds did exist, did happen and were done and performed in regular and due form and time as required by law. The City has agreed to make a special levy of taxes as permitted by Section 18-1201, Reissue Revised Statutes of Nebraska, as amended, of not more than five cents on each \$100 upon the taxable value of all the taxable property within the City, which tax shall be sufficient in rate and amount to fully pay the principal and interest of this bond, the other bonds of said issue and all other bonds of the City authorized and outstanding under the provisions of Section 18-1202, Reissue Revised Statutes of Nebraska, as amended, as the same become due (including mandatory redemptions of principal). The City agrees that said bonds shall be secured by such tax so assessed and levied and shall be payable only out of the funds derived from such tax.

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

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

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____ (Facsimile Signature)
Mayor

By: _____ (Facsimile Signature)
Clerk

[S E A L]

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

This Bond is one of the Bonds authorized by Ordinance of the Mayor and Council of the City of Bellevue, Nebraska, described in the foregoing Bond.

_____,
_____, Nebraska, Paying Agent and Registrar

By: _____

(Form of Assignment)

ASSIGNMENT

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

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

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

Dated: _____

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

Medallion Signature Guarantee:

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

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

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

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

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

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

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

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

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

(i) any successor securities depository or its nominee;

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

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

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

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

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

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

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

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

Section 10. The City agrees that it shall, pursuant to Section 18-1201, Reissue Revised Statutes of Nebraska, as amended, levy a special tax so long as any of the Bonds and the Outstanding Bonds remain outstanding of not more than five cents upon each \$100 upon the taxable value of all the taxable property within the City. The City further agrees that in each calendar year in which payments of principal and interest fall due on the Bonds and the Outstanding Bonds (including mandatory sinking fund redemptions), such tax shall be levied and collected in an amount not less than 110% of the total amount of principal and interest payable on the Bonds and the Outstanding Bonds in such calendar year. Said Bonds shall be secured by such tax and shall be payable only out of the funds derived from such tax. On receipt of such taxes, the City Treasurer shall hold such tax in a separate fund for the purpose of paying or redeeming the Bonds and the Outstanding Bonds.

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

Section 12. The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "**Code**") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue,

including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141 of the Code. The City hereby designates the Bonds as its “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year or years in which the Bonds are issued (taking into consideration the exception for current refunding issues). The Authorized Officers, or each individually, are hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as “qualified tax-exempt obligations”, including “deemed designating” the Bonds.

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

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

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

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

forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

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

Section 18. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 19. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 20. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
09/07/2021

COUNCIL MEETING DATE: 09/07/2021	SUBMITTED BY: Finance Director	Michael Rogers, GilmoreBell, Cody Wickham, D.A. Davidson
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Refinance debt - Issue General Obligation Refunding Bonds of up to \$1,500,000 to provide for redemption and payment of certain unpaid Various Purpose Bonds, Series 2013 and unpaid General Obligation Refunding Bonds, Series 2016.

SYNOPSIS/BACKGROUND:

The City of Bellevue will refund certain 2013 and 2016 bonds and issue new bonds in the amount necessary, up to \$1,500,000, to save interest costs and more effectively manage debt. We are projecting to lower our Average Interest Rate from 2.37% down to a Net Interest Cost of 0.56%, resulting in Net Present Value Saving of \$32,813.

FISCAL IMPACT: \$33k BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Ordinance #4052, authorizing and providing for issuance of General Obligation Refunding Bonds in an amount not to exceed \$1,500,000.00.

ATTACHMENTS:

1. Ordinance No. 4052 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:


Rich Severson


ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF BELLEVUE, NEBRASKA, IN ONE OR MORE SERIES, IN THE AGGREGATE STATED PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF: (A) \$725,000 OUTSTANDING PRINCIPAL AMOUNT OF VARIOUS PURPOSE BONDS, SERIES 2013, DATED MARCH 5, 2013; (B) \$1,470,000 OUTSTANDING PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013, DATED DECEMBER 29, 2016; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME, IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET OR ELECTRONIC FORM.

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

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

(a) The City has previously issued and there are now outstanding and unpaid Various Purpose Bonds, Series 2013, in the outstanding principal amount of \$725,000, dated March 5, 2013 (the “2013 Bonds”), and bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Maturing December 15 Of Year</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
\$375,000	2021	1.80%	079212 S31
350,000	2022	2.00	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.

(b) The City has previously issued and there are now outstanding and unpaid General Obligation Refunding Bonds, Series 2016, in the outstanding principal amount of \$1,470,000, dated December 29, 2016 (the “2016 Bonds” and together with the 2013 Bonds, the “Outstanding Bonds”), and bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Maturing December 15 Of Year</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
\$345,000	2021	1.85%	079212 3R5
240,000	2022	2.00	079212 3S3
270,000	2023	2.20	079212 3T1
275,000	2024	2.35	079212 3U8
240,000	2025	2.50	079212 3V6
100,000	2026	2.65	079212 3W4

such 2016 Bonds being part of an issue of \$4,105,000 principal amount of General Obligation Refunding Bonds. Series 2016 issued by the City pursuant to an ordinance duly passed and approved by the Mayor and Council of the City. Such 2016 Bonds are redeemable at the option of the City at any time on or after December 29, 2021, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(c) (i) All of 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 \$1,500,000 (the “Bonds”); and (v) except as set forth herein, the City has no bond sinking funds on hand for the retirement of the Refunded Bonds not required for the timely payment of principal and interest due on the Redemption Date.

Section 2. (a) The Mayor and Council further find and determine that (i) 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, (ii) 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 \$1,500,000 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 One Million Five Hundred Thousand Dollars (\$1,500,000).

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the “Underwriter”). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an “Authorized Officer”) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “Designation”), (i) the aggregate purchase price of the Bonds, and the underwriting discount which shall not exceed 0.95% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate stated principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$1,500,000, and the final maturity date, which shall not be later than September 15, 2026, (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 true interest cost on the Bonds shall not exceed 1.50%,

(vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

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

Section 3. The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be date of original delivery. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually on such dates as shall be determined in a Designation (each an "Interest Payment Date"), and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day, whether or not a business day, immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, designated in Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by the Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to the Paying Agent and Registrar. The City and the Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and the Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 4. The Authorized Officers, or any one or more of them, are hereby authorized to appoint a Bond Registrar and Paying Agent (the "**Registrar**") for the Bonds, which Registrar may be a bank or trust company, or the City Treasurer. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Paying

Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar, on behalf of the City, will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and the Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 5. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 6. In addition to any mandatory sinking fund redemptions, the Bonds shall be subject to redemption at the option of the City, in whole or in part, prior to maturity at any time on or after five years after the date of original issue, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (or such other date or dates as may be determined in a Designation). The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by the Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 7. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the municipality where the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 8. The Bonds shall be in substantially the following form:

[Remainder of Page Intentionally Left Blank]

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY**

**CITY OF BELLEVUE, NEBRASKA
GENERAL OBLIGATION REFUNDING BOND
SERIES 2021**

No. _____

\$

Interest Rate

Maturity Date

Date of Original Issue

CUSIP

%

_____, 20__

_____, 2021

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

DOLLARS

The CITY OF BELLEVUE, NEBRASKA (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above with interest thereon to maturity (or earlier redemption) computed on the basis of a 360-day year consisting of twelve 30-day months from the Date of Original Issue or most recent Interest Payment Date, whichever is later, at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 20__ (each of such dates an "Interest Payment Date"). The Principal Amount hereof, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the office of _____, as the Paying Agent and Registrar, in _____, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding such Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

This bond is one of an issue of fully registered bonds (the "Bonds") of the total principal amount of _____ (\$ _____), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City in strict compliance with Section 10-142, Reissue Revised Statutes of Nebraska, as amended, and other applicable statutes for the purpose of refunding the following: (i) \$ _____ outstanding principal amount of Various Purpose Bonds, Series 2013, dated March 5, 2013; and (ii) \$ _____ outstanding principal amount of General Obligation Refunding Bonds, Series 2016, dated December 29, 2016. The issuance of such bonds has been authorized by proceedings duly had and an ordinance legally passed and approved by the Mayor and Council of the City (the "Ordinance").

The Bonds are subject to redemption at the option of the City, in whole or in part, at any time on or after five years after the date of delivery, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

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

\$ _____ Principal Maturing December 15, 20____
\$ _____ to be called December 15, 20____
\$ _____ to be called December 15, 20____
\$ _____ Payable December 15, 20____]

Notice of redemption shall be given by mail to the registered owner of any Bond to be redeemed at such registered owner's address in the manner specified in the Ordinance authorizing the Bonds. Individual Bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This Bond is transferable by the Registered Owner or such owner's attorney duly authorizing in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this Bond, and thereupon a new Bond or Bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Bond be overdue or not.

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

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond and in the issuance of the Bonds refunded hereby did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this Bond and the Bonds refunded hereby, does not exceed any limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest of this Bond and the other Bonds of this issue as the same become due.

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

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY

PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This Bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City have caused this Bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

CITY OF BELLEVUE, NEBRASKA

(facsimile signature)
Mayor

ATTEST:

(facsimile signature)
Clerk
(SEAL)

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

This Bond is one of the Bonds authorized by Ordinance of the Mayor and Council of the City of Bellevue, Nebraska, described in the foregoing Bond.

_____, Nebraska, Paying Agent and Registrar

(Form of Assignment)

ASSIGNMENT

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

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

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

Dated: _____

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

Medallion Signature Guarantee:

Section 9. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk of the City. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “Depository”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the “Letter of Representations”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

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

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

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

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

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

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

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with

respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

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

(i) any successor securities depository or its nominee;

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

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

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as initial purchaser thereof, upon receipt of the principal amount of the Bonds plus accrued interest thereon, to date of payment for the Bonds and less the Underwriter's discount, in accordance with Section 3 hereof. Such initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel and the City's bond counsel are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement for the sale of the Bonds to the Underwriter. The officers of the City (including but not limited to the Authorized Officers), or any one or more of them are hereby further authorized to take any and all actions and enter into any and all agreements deemed necessary or appropriate in connection with the issuance and sale of the Bonds and the redemption and payment of the Refunded Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 10. The Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and Council precedent to the issuance of the Bonds, a copy of which shall be delivered to the Underwriter, as initial purchaser of the Bonds.

Section 11. The proceeds of the Bonds shall be applied to the redemption of the Refunded Bonds as described in Sections 1 and 2 hereof, including payment of any issuance expenses for the Bonds.

Section 12. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, except intangible property, in addition to all other taxes, which with other funds of the City available therefor, shall be sufficient in rate and amount to fully pay the principal of and interest on the Bonds as the same become due.

Section 13. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 14. The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code. The City hereby authorizes the Authorized Officers to designate the bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and to covenant and warrant, on behalf of the City, that the City does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year or years in which the Bonds are issued (taking into consideration the exception for current refunding issues). The Authorized Officers are hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as "qualified tax-exempt obligations", including "deemed designating" the Bonds.

Section 15. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 16. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the "Continuing Disclosure

Undertaking”) in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 17. This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13c.
09/07/2021

COUNCIL MEETING DATE: 06/21/2021	SUBMITTED BY: Tammi Palm	TITLE: Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Request to amend Sections 5.27 and 5.28, City of Bellevue Zoning Ordinance, regarding permitted uses in the ML (Light Manufacturing) and MH (Heavy Manufacturing) zoning districts to allow for recycling collection and processing facilities, both public and private, as a permitted use. Applicants: Waste Connections of Nebraska, Inc. and City of Bellevue.

SYNOPSIS/BACKGROUND:

Waste Connections of Nebraska, Inc. is requesting an amendment to Section 5.27 of the Zoning Ordinance to allow for "Recycling collection and processing facilities, both public and private" as a permitted use in the ML (Light Manufacturing) zoning district. During the 2011 Zoning Ordinance update, "recycling collection and processing facilities, both public and private" was added as a conditional use in the FX (Flex Space) zoning district. Staff is recommending adding "Recycling collection and processing facilities, both public and private" as a permitted use in our ML (Light Manufacturing) and MH (Heavy Manufacturing Zoning Districts).

FISCAL IMPACT: BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of this Zoning Ordinance

ATTACHMENTS:

- | | | |
|---|-------------------------|-----------------------------|
| 1. Planning Commission Recommendation Sheet | 2. Staff Memo | 3. Rezoning Ordinance -4053 |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Peterson
Tammi Palm

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Waste Connections of Nebraska, Inc. and the City of Bellevue

CASE #: 164

CITY COUNCIL HEARING DATE: September 21, 2021

REQUEST: to amend Sections 5.27 ML Light Manufacturing, and 5.28 MH Heavy Manufacturing, City of Bellevue Zoning Ordinance, regarding the addition of recycling collection and processing facilities as a permitted use.

On August 26, 2021, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL of the amendment as presented.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Compton						
	Aerni						
	Ritz						
	Ackley						
	Hankins						
	Cutsforth						
	Jacobson						

Planning Commission Hearing (s) was held on: August 26, 2021



City of Bellevue

Planning Department

1510 Wall Street • Bellevue, Nebraska 68005
(402) 293-3026

MEMORANDUM

TO: City Council Members
Mayor Rusty Hike
City Administrator Jim Ristow

FROM: Angela Curry, Assistant Planning Manager

DATE: August 30, 2021

RE: Amendment to Sections 5.27 and 5.28 regarding permitted uses

Waste Connections of Nebraska, Inc. is requesting an amendment to Section 5.27 of the Zoning Ordinance to allow for “Recycling collection and processing facilities, both public and private” as a permitted use in the ML (Light Manufacturing) zoning district. During the 2011 Zoning Ordinance update, “recycling collection and processing facilities, both public and private” was added as a conditional use in the FX (Flex Space) zoning district. Staff believes it was an oversight this use was not added to the ML and MH zoning districts as well.

The Planning Department researched and found similar facilities in Omaha, Papillion, and Sarpy County where both city and county ordinances allow collection and processing of recyclables in their Light Industrial and General Manufacturing zones as permitted uses. As a result of this research, staff is recommending adding “Recycling collection and processing facilities, both public and private” as a permitted use in our ML (Light Manufacturing) and MH (Heavy Manufacturing Zoning Districts).

Section 8.07 lists performance standards for flex and industrial uses. The physical appearance section of these regulations states: “All operations shall be carried on within an enclosed building except that new materials or equipment in operable condition may be displayed or stored in the open if the applicable zoning district permits. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the outdoor storage of vehicles, boats, farm machinery, trailers, mobile homes, or similar equipment when in operable condition. Outdoor storage shall be visually screened from public roadways and residential properties.” This same language is also listed in the Miscellaneous Provisions section of both the ML and MH zoning districts. Based on these regulations, the recycling operations would have to be contained indoors.

As such, staff is recommending the following amendments to Sections 5.27.02 and 5.28.02:

Section 5.27 ML Light Manufacturing District

5.27.01 **Intent.** This zone provides for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purposes of these regulations irrespective of whether the industry is encroaching on a living area or a living area is encroaching on an industrial area.

5.27.02 **Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Call centers.
5. Car wash.
6. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
7. Commercial parking lots.
8. Dry cleaning, laundry, and dyeing plants.
9. Feed and seed store.
10. Garages for the storage of automobiles.
11. Garden supply including nursery stock.
12. Gasoline stations.
13. Governmental services – administrative facilities.
14. Governmental services – maintenance and service facilities.
15. Greenhouses, commercial; nursery stock sales yards.
16. Hardware, appliance, and small tool rental when incidental to a hardware or other business.
17. Heavy auto repair services.
18. Highway maintenance yards or buildings.
19. Indoor and Outdoor Recreational Facilities, with the exception of golf courses.
20. Kennels.
21. Laboratories.
22. Light auto repair services.
23. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
24. Logistical centers.
25. Manufacture and assembly of electrical and electronic appliances.
26. Manufacture of light sheet metal products including heating and ventilation equipment.
27. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
28. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
29. Marine sales and services, but excluding the storage or salvage of boats.
30. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles,

- boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
31. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
 32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainageway or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, i.e. completely surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
 - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the landscape regulations in Article 9. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
 - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
 33. Printing services, when mechanical operation is not visible from a street.
 34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
 35. Radio and television stations, except transmission towers over 35 feet high.
 36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
 37. Recycling collection and processing facilities, both public and private.
 38. Self-service storage facilities, provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the ML Zone shall be followed,

- B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
- C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
- D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
- E. Parking/Loading:
 Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.
 Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
- F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
- G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.
- H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)

- 39. Special and vocational educational and training facilities.
- 40. Stone and monument work.
- 41. Trucking terminals containing 4 or less loading or transfer bays.
- 42. Upholstery shops.
- 43. Veterinary Services.
- 44. Warehouses and storage of non-hazardous goods provided storage is inside building.

5.27.03 Conditional Uses:

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
- 2. Communication Towers meeting the requirements as set forth in Section 8.05.
- 3. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)
- 4. Indoor recreational facility

5.27.04 Specifically Excluded Uses:

- 1. The following uses are hereby declared incompatible with the purpose of the ML zone and are hereby expressly excluded:
 - A. Churches, synagogues, chapels, and similar places of religious worship and instruction.
 - B. Dwellings and other types of living accommodations shall be prohibited except that quarters for a watchman or caretaker shall be permitted as an

accessory use for any permitted use occupying more than 20,000 square feet of lot area.

- C. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings.
- D. Motels, hotels, and mobile home parks.
- E. Public, parochial and private schools and colleges, except trade schools.
- F. Any use not enumerated as permitted in this zone, but which is specifically provided for in another zone or zones.

5.27.05 Permitted Accessory Uses:

- 1. Accessory uses for light industrial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.09.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.27.06 Space Limits:

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 75percent.

5.27.07 Miscellaneous Provisions:

- 1. Buildings and uses customarily incidental to the permitted uses
- 2. Parking as required by Sections 8.01-8.03.
- 3. Signs as permitted in Article 7.
- 4. Landscaping as required by Article 9.
- 5. No outdoor storage is permitted, except
 - A. The display of new merchandise for sale to the public
 - B. Unless specifically permitted within this Section
- 6. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 7. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
- 8. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm

- machinery, trailers, mobile homes or similar equipment when in operable condition.
9. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

Section 5.28 MH Heavy Manufacturing District

5.28.01 Intent. This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries which have not reached a technical stage in processing which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

5.28.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dyeing plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.

25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindered products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services, but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainageway or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, i.e. completely surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
 - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
 - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
31. Printing services, when mechanical operation is not visible from a street.
32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
33. Radio and television stations, except transmission towers over 35 feet high.

34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
35. Recycling collection and processing facilities, both public and private.
36. Self-service storage facilities, provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:
 Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
 Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
37. Stone and monument works.
38. Temporary batch plants, not to exceed 24 months of operation.
39. Truck wash.
40. Trucking terminals containing in excess of 4 loading or transfer bays.
41. Veterinary Services, including livestock.
42. Warehouses and storage of non-hazardous goods, provided storage is inside building.
43. Yards for the sale, transfer and temporary holding of livestock. (*Ord. No. 3840, February 8, 2016*)

5.28.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Meat packing, slaughtering, eviscerating and skinning.
4. Permanent batch plants for concrete, asphalt, or paving material.
5. Poultry killing, plucking and dressing when such operations are of such size as to employ in excess of 3 persons.

6. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with the efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
7. Rendering of by-products of slaughtering and killing of animals or poultry.
8. Special and vocational educational and training facilities.
9. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
10. The bulk storage of flammable or noxious gasses above or below ground.

5.28.04 Specifically Excluded Uses:

1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
 - A. Any use which cannot meet the performance standards set forth herein.
 - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
 - C. Schools and colleges, except trade schools.
 - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
 - E. Motels, hotels and mobile home parks.
 - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

5.28.05 Permitted Accessory Uses:

1. Buildings and uses customarily incidental to the permitted uses.
2. Residential and small wind energy systems, subject to Section 8.09.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.28.06 Space Limits:

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

5.28.07 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment as presented.

ORDINANCE NO. 4053

AN ORDINANCE TO AMEND SECTIONS 5.27 AND 5.28, ORDINANCE NO. 3619, BELLEVUE ZONING ORDINANCE, RELATING TO PERMITTED USES IN THE ML (LIGHT MANUFACTURING) AND MH (HEAVY MANUFACTURING) ZONING DISTRICTS; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 5.27 of Ordinance No. 3619 is hereby amended to read as follows:

Section 5.27 ML Light Manufacturing District

5.27.01 Intent. This zone provides for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purposes of these regulations irrespective of whether the industry is encroaching on a living area or a living area is encroaching on an industrial area.

5.27.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Call centers.
5. Car wash.
6. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
7. Commercial parking lots.
8. Dry cleaning, laundry, and dyeing plants.
9. Feed and seed store.
10. Garages for the storage of automobiles.
11. Garden supply including nursery stock.
12. Gasoline stations.
13. Governmental services - administrative facilities.
14. Governmental services- maintenance and service facilities.
15. Greenhouses, commercial; nursery stock sales yards.
16. Hardware, appliance, and small tool rental when incidental to a hardware or other business.
17. Heavy auto repair services.
18. Highway maintenance yards or buildings.
19. Indoor and Outdoor Recreational Facilities, with the exception of golf courses.
20. Kennels.
21. Laboratories.
22. Light auto repair services.
23. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
24. Logistical centers.
25. Manufacture and assembly of electrical and electronic appliances.
26. Manufacture of light sheet metal products including heating and ventilation equipment.

27. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
28. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
29. Marine sales and services, but excluding the storage or salvage of boats.
30. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
31. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainage way or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner, which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
 - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the landscape regulations in Article 9. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
 - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
33. Printing services, when mechanical operation is not visible from a street.
34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
35. Radio and television stations, except transmission towers over 35 feet high.
36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
37. Recycling collection and processing facilities, both public and private.
38. Self-service storage facilities, provided they meet the following restrictions :
 - A. Lot Standards: All space limits as specified in the ML Zone shall be followed,
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means, which would provide access from one storage bay to another.

- D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:
 - F. Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.
 - G. Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - H. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
 - I. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
 - J. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
- 39. Special and vocational educational and training facilities.
 - 40. Stone and monument work.
 - 41. Trucking terminals containing four or less loading or transfer bays.
 - 42. Upholstery shops.
 - 43. Veterinary Services.
 - 44. Warehouses and storage of non-hazardous goods provided storage be inside building.

5.27.03 Conditional Uses:

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
- 2. Communication Towers meeting the requirements as set forth in Section 8.05.
- 3. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)
- 4. Indoor recreational facility

5.27.04 Specifically Excluded Uses:

- 1. The following uses are hereby declared incompatible with the purpose of the ML zone and are hereby expressly excluded:
 - A. Churches, synagogues, chapels, and similar places of religious worship and instruction.
 - B. Dwellings and other types of living accommodations shall be prohibited except that quarters for a watchman or caretaker shall be permitted as an accessory use for any permitted use occupying more than 20,000 square feet of lot area.
 - C. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings.
 - D. Motels, hotels, and mobile home parks.
 - E. Public, parochial and private schools and colleges, except trade schools.
 - F. Any use not enumerated as permitted in this zone, but which is specifically provided for in another zone or zones.

5.27.05 Permitted Accessory Uses:

- 1. Accessory uses for light industrial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.09.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.27.06 Space Limits:

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.

3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions, which may be, imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 75percent.

5.27.07 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9.
5. No outdoor storage is permitted, except
 - A. The display of new merchandise for sale to the public
 - B. Unless specifically permitted within this Section
6. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
7. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
8. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
9. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

Section 2. That Section 5.28 of Ordinance No. 3619 is hereby amended to read as follows:

Section 5.28 MH Heavy Manufacturing District

5.28.01 Intent. This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries, which have not reached a technical stage in processing, which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

5.28.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dyeing plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.

17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services, but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainage way or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
 - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
 - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.

31. Printing services, when mechanical operation is not visible from a street.
32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
33. Radio and television stations, except transmission towers over 35 feet high.
34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
35. Recycling Collection and processing facilities, both public and private.
36. Self-service storage facilities provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:

Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.

Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
37. Stone and monument works.
38. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
39. Temporary batch plants, not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
40. Truck wash.
41. Trucking terminals containing in excess of four loading or transfer bays.
42. Veterinary Services, including livestock.
43. Warehouses and storage of non-hazardous goods, provided storage is inside building.
44. Yards for the sale, transfer and temporary holding of livestock. (*Ord. No. 3840, Feb.8, 2016*)

5.28.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Meat packing, slaughtering, eviscerating and skinning.
4. Permanent batch plants for concrete, asphalt, or paving material.
5. Permanent recycling plant for concrete, asphalt, or paving material. (*Ord. No. 4027, March 2, 2021*)
6. Poultry killing, plucking and dressing when such operations are of such size as to employ in excess of three persons.
7. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with the efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
8. Rendering of by-products of slaughtering and killing of animals or poultry.

9. Special and vocational educational and training facilities.
10. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
11. The bulk storage of flammable or noxious gasses above or below ground.

5.28.04 Specifically Excluded Uses:

1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
 - A. Any use which cannot meet the performance standards set forth herein.
 - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
 - C. Schools and colleges, except trade schools.
 - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
 - E. Motels, hotels and mobile home parks.
 - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

5.28.05 Permitted Accessory Uses:

1. Buildings and uses customarily incidental to the permitted uses.
2. Residential and small wind energy systems, subject to Section 8.09.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.28.06 Space Limits:

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

5.28.07 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

Section 3. That Sections 5.27 and 5.28 of Ordinance No. 3619, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

ADOPTED by the Mayor and City Council this _____ day of _____, 2021.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 09/07/2021
Second Reading: _____
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13d.
09/07/2021

COUNCIL MEETING DATE: 09/21/2021		SUBMITTED BY: Tammi Palm		TITLE: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast 1/4 of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East 1/2 of the East 1/2 in the Southeast 1/4 adjacent to Tax Lot 14, all located in the Southeast 1/4 of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest 1/4 of the Southwest 1/4, West of Fort Crook Road South, located in the Southwest 1/4 of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from FX and BNH to ML for the purpose of light industrial development. Applicant: Waste Connections of Nebraska (Stephen D. Mossman). General Location: Fort Crook Road South and Fairview Road.

SYNOPSIS/BACKGROUND:

Stephen Mossman, on behalf of Waste Connections of Nebraska, Inc., has submitted a request to rezone a tract of land described as Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast 1/4 of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East 1/2 of the East 1/2 in the Southeast 1/4 adjacent to Tax Lot 14, all located in the Southeast 1/4 of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest 1/4 of the Southwest 1/4, West of Fort Crook Road South, located in the Southwest 1/4 of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE from FX and BNH to ML to facilitate light industrial development. This property lies north of the intersection of Fort Crook Road South and Fairview Road. The property presently has two access points set along Fort Crook Road South. No platting is being requested at this time.

FISCAL IMPACT: BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="Planning Commission Recommendation Sheet"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Rezoning Ordinance 4054"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. Roldin
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Waste Connections of Nebraska, Inc.

Case #: Z-2107-09

CITY COUNCIL HEARING DATE: September 21, 2021

REQUEST: to rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE,

On August 26, 2021, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan, as well as lack of perceived negative impact upon the surround area.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Perrin						
	Compton						
	Aerni						
	Ritz						
	Ackley						
	Hankins						
	Cutsforth						
	Jacobson						

Planning Commission Hearing (s) was held on: August 26, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2107-09

FOR HEARING OF:

REPORT #1: August 26, 2021

REPORT #2: September 21, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Waste Connections of Nebraska, Inc.
c/o Stephen D Mossman
134 South 13th Street, Suite 1200
Lincoln, NE 68508

B. PROPERTY OWNER:

Peter Ciaccio Living Trust
c/o Dean Jungers
101 West Mission Avenue
Bellevue, NE 68005

C. GENERAL LOCATION:

Fort Crook Road South and Fairview Road

D. LEGAL DESCRIPTION:

Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast $\frac{1}{4}$ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East $\frac{1}{2}$ of the East $\frac{1}{2}$ in the Southeast $\frac{1}{4}$ adjacent to Tax Lot 14, all located in the Southeast $\frac{1}{4}$ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, West of Fort Crook Road South, located in the Southwest $\frac{1}{4}$ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE

E. REQUESTED ACTION:

1. Rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast $\frac{1}{4}$ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-

Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from FX and BNH to ML.

F. EXISTING ZONING AND LAND USE:

FX and BNH, Vacant/Agricultural

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning to enable light manufacturing development.

H. SIZE OF SITE:

The site is approximately 48 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property is presently vacant and being used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Vacant/Agricultural, MH (across Papio Creek)
2. **East:** Vacant/Agricultural, BNH (across Ft Crook Rd S)
3. **South:** Vacant/Agricultural, AG (across Fairview Rd)
4. **West:** Nebraska Department of Roads right-of-way/Highway 75

C. REVELANT CASE HISTORY:

1. On October 25, 2012, the Planning Commission recommended approval of a request to rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska, from AG to FX. The City Council approved the aforementioned request on November 26, 2012.

2. On August 26, 2021, the Planning Commission recommended approval of a request to rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County,

Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE from FX and BNH to ML for the purpose of light industrial development.

D. APPLICABLE REGULATIONS:

1. Section 5.27, Zoning Ordinance, regarding ML uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as light industrial.

B. OTHER PLANS:

The applicant has submitted a text amendment regarding recycling facilities as a permitted use in the ML zoning district as part of their development request.

C. TRAFFIC AND ACCESS:

1. The 2018 MAPA Traffic Flow Map estimates 2,400 vehicles per day along Fort Crook Road South adjacent to this property.
2. This property has access from two points along Fort Crook Road South.

D. UTILITIES:

All utilities are available to this location or will be brought in to serve the future development.

E. ANALYSIS:

1. Stephen Mossman, on behalf of Waste Connections of Nebraska, Inc., has submitted a request to rezone a tract of land described as Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road

South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE from FX to ML.

2. This property is presently zoned FX. The applicant is requesting a zoning change to ML to facilitate light industrial development. No platting is being requested at this time.

3. This property lies north of the intersection of Fort Crook Road South and Fairview Road. The property presently has two access points set along Fort Crook Road South. The Nebraska Department of Transportation (NDOT) controls access in this area. Any change in access for this property will need to be coordinated with NDOT.

4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and stated if the requested department did not have comments pertaining to the application, no response was needed.

Krista Hoffart, Offutt AFB Community Planner, stated the site is not located within Offutt's Accident Potential Zones or noise contours. She did request any future industrial development not create and expel smoke that could impair pilot vision or encourage the congregation of birds due to the proximity of location to the Offutt runway and flight tracks.

No other comments were received on this case.

5. The intent of the ML district is to provide for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance.

6. The Future Land Use Map of the Comprehensive Plan designates this area as light industrial.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. **PLANNING COMMISSION RECOMMENDATION**

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

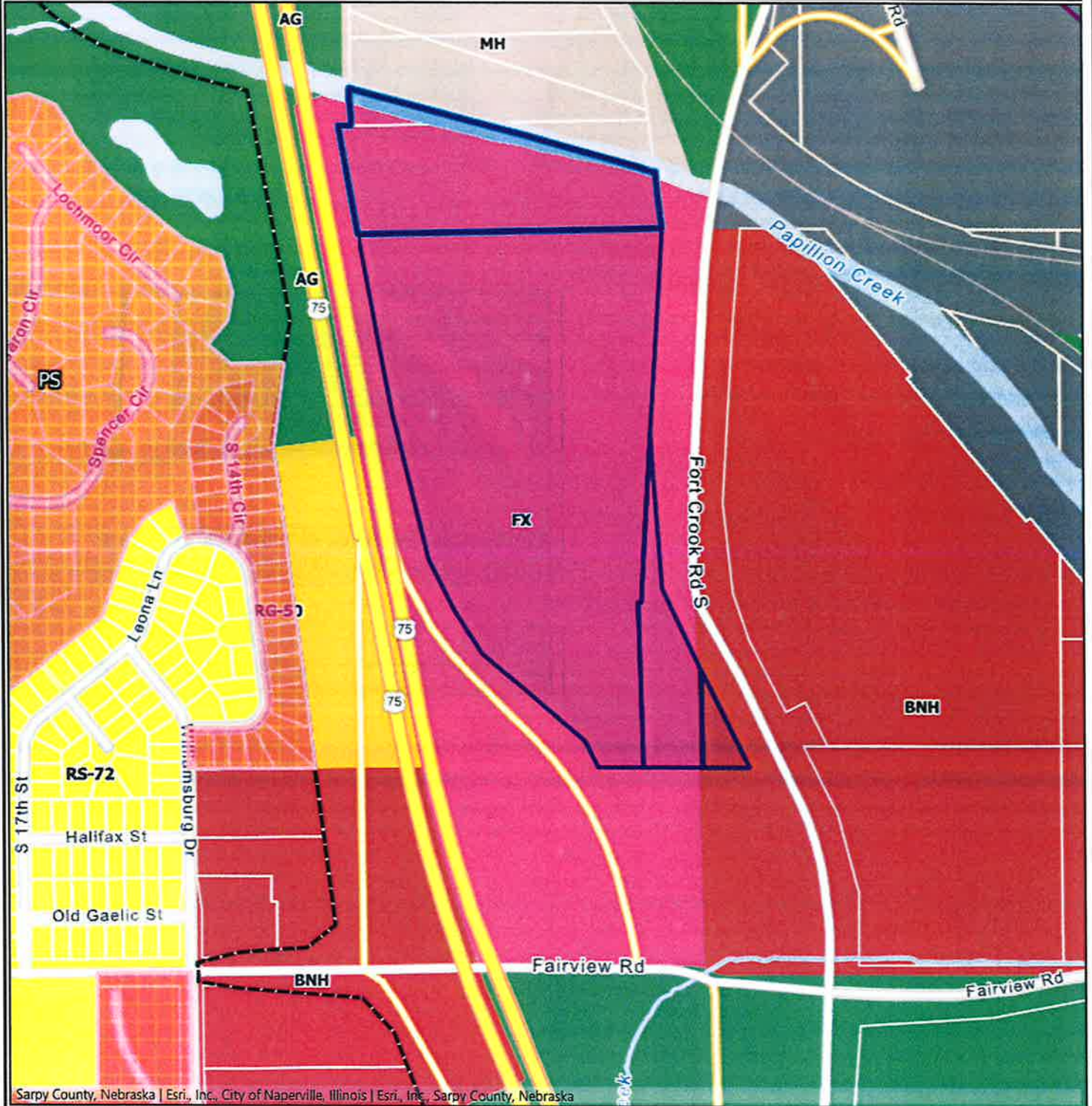
VI. **ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Letter from Stephen Mossman received July 23, 2021

VII. **COPIES OF REPORT TO:**

1. Waste Connections of Nebraska, Inc./Stephen Mossman
2. Peter Ciaccio Living Trust/Dean Jungers
3. Public Upon Request


Planning Manager Date of Report



Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska

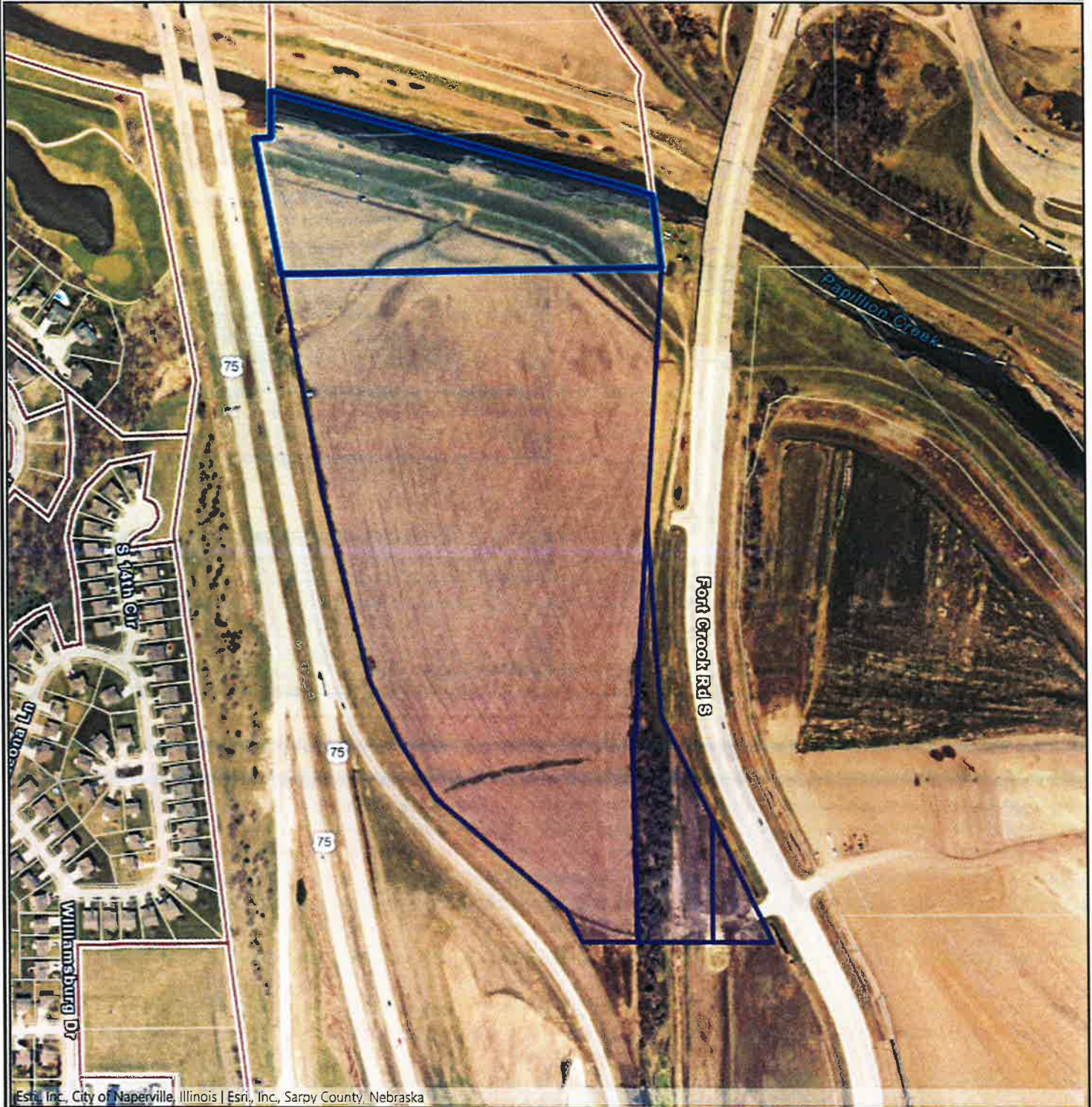
Notes



Map Scale 1: 7962

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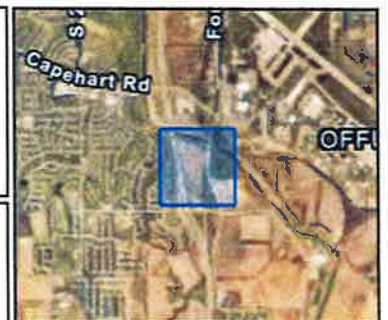
Estu, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska

Notes



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RECEIVED
JUL 23 2021
PLANNING DEPT.

Jacob C. Carlsson
Reginald S. Kulin
Stephen D. Messman
Jennifer A. Panko-Ralle
Sally A. Rasmussen
Andrew R. Spader
J. L. Spray
Scott W. Steele
Christina L. Usher
Patricia L. Vannoy
Joseph A. Wilkins
Hon. Randall L. Rehmeier (Ret.), Of Counsel

July 22, 2021

VIA OVERNIGHT MAIL and E-MAIL

Tammi Palm, Planning Manager
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Tammi.Palm@bellevue.net

Quality Administration
City of Bellevue, Nebraska

Offices in Lincoln, Nebraska City and Syracuse
www.mattsonricketts.com

RE: Waste Connections of Nebraska, Inc.

Dear Tammi:

As you know, our firm represents Waste Connections of Nebraska, Inc. in conjunction with certain zoning matters with the City of Bellevue. Enclosed with this letter please find a signed Rezoning Application, a signed Text Amendment Application, and supporting documentation. A \$775 check made payable to the City of Bellevue is also enclosed to cover the application fees for these two applications.

I. Rezoning Application

The enclosed Rezoning Application seeks the rezoning of Parcel Nos. 010436901, 010629181, 011608401, and 011608402 (collectively, the "Property") located at 1702 Fort Crook Road, Bellevue, Nebraska 68132 from its current Flex Space ("FX") district to a Light Manufacturing ("ML") district. The purpose of this Rezoning Application is to permit light industrial use on the Property. Maps of the Property are attached hereto as Exhibit "A."

II. Text Amendment Application

The enclosed Text Amendment Application seeks to add "Recycling collection and processing facilities, both public and private" to § 5.27.02 of Bellevue's Zoning Ordinances. The purpose of this Text Amendment Application is to allow recycling facilities as a permitted principal use in the ML district, for both public and private facilities.

If you have any questions, please let me know. Finally, please confirm that the Applications have been timely filed in order for them to be considered by the City of Bellevue Planning Commission at their meeting scheduled for August 26, 2021.

134 South 13th Street, Suite 1200
Lincoln, Nebraska 68508

(402) 475-8433 Phone
(402) 625-0775 Fax

Tammi Palm, Planning Manager
July 22, 2021
Page 2

Very truly yours,



Stephen D. Mossman
sdm@mattsonricketts.com

RECEIVED
JUL 23 2021
PLANNING DEPT.

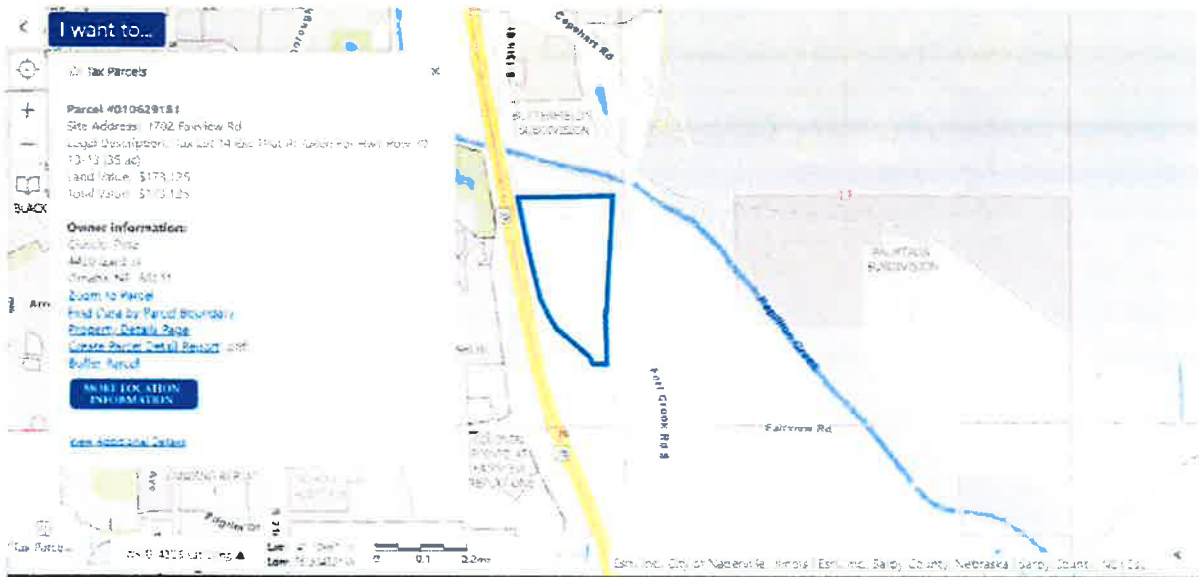
SDM/eal
Enclosures

Exhibit "A"

Parcel No. 010436901:



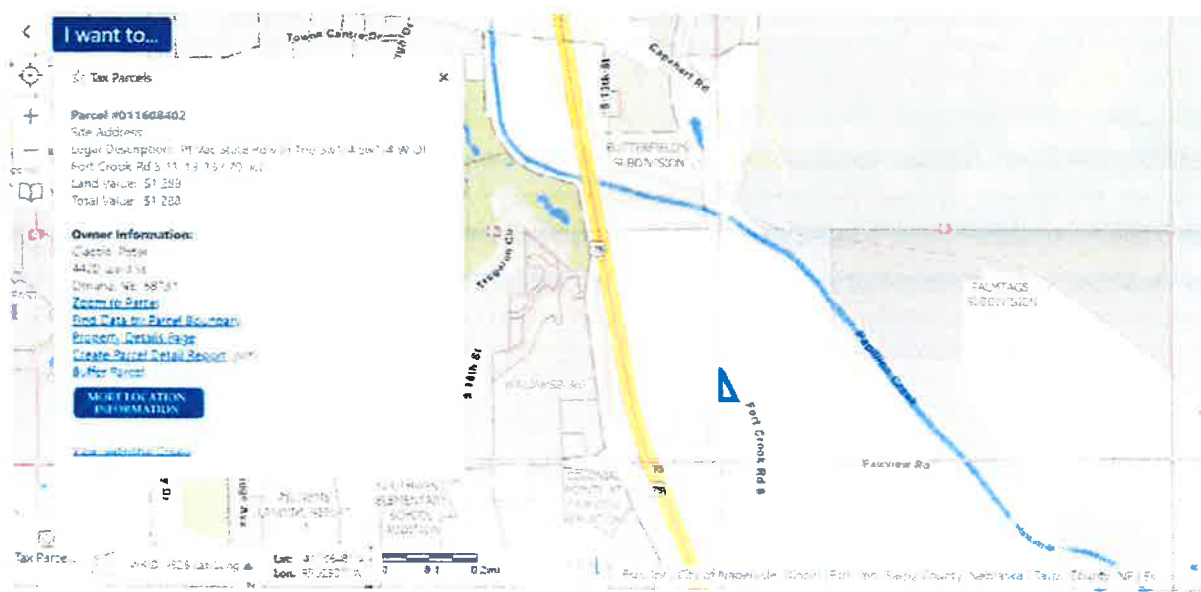
Parcel No. 010629181:

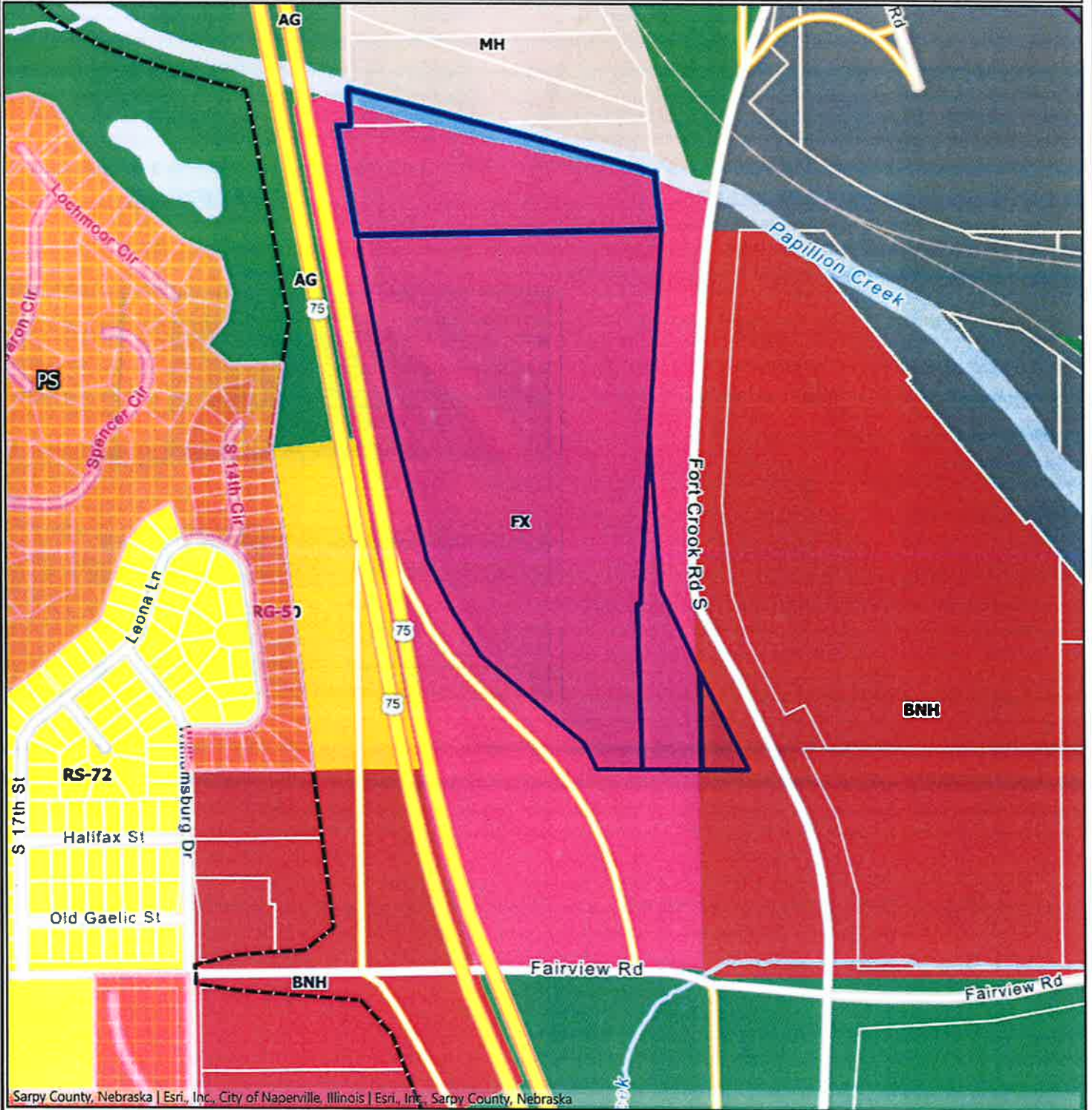


Parcel No. 011608401:



Parcel No. 011608402:





Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska

Notes



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Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska

Notes



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ORDINANCE NO. 4054

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 SOUTH AND FAIRVIEW ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

From FX (Flex Space District) and BNH (Heavy Neighborhood Business District) to ML (Light Manufacturing District).

(Waste Connections of Nebraska Inc.)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. 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 _____, 2021.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 09/07/2021
Second Reading: _____
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13e.
09/07/2021

COUNCIL MEETING DATE: 09/23/2021		SUBMITTED BY: Tammi Palm		TITLE: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to amend Sections 2.22, 5.27.03, 5.28.03 and Article 8 of the City of Bellevue Zoning Ordinance regarding permitted uses in the ML (Light Manufacturing), MH (Heavy Manufacturing), and HCO (Highway 34 Corridor Overlay) zoning district regarding commercial/utility grade solar conversion systems. Applicant: City of Bellevue

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing to amend the ML (Light Manufacturing), MH (Heavy Manufacturing), and HCO (Highway 34 Corridor Overlay) and Article 8 zoning districts regarding commercial/utility grade solar conversion systems. Currently Section 8.06 has general language regarding the use of solar panels but the language does not address commercial/utility grade solar conversion systems. The city is proposing new language to address this type of use.

FISCAL IMPACT: BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of this Zoning Ordinance based on revisions discussed at the August 26, 2021 Planning Commission meeting.

ATTACHMENTS:

1. <input type="text" value="Planning Commission Recommendation Sheet"/>	2. <input type="text" value="Staff Memo"/>	3. <input type="text" value="Rezoning Ordinance 4055"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. R. Allen
[Signature]
[Signature]



City of Bellevue

Planning Department

1510 Wall Street • Bellevue, Nebraska 68005
(402) 293-3026

MEMORANDUM

TO: City Council Members
Mayor Rusty Hike
City Administrator Jim Ristow

FROM: Angela Curry, Assistant Planning Manager

DATE: September 1, 2021

RE: Amendment to Section 2.22, Definitions; Sections 5.27, 5.28 and 5.35 regarding permitted uses; and Article 8 regarding Supplemental Regulations

The City of Bellevue is proposing to amend Section 2.22 Definitions, and the ML (Light Manufacturing), MH (Heavy Manufacturing), and HCO (Highway 34 Corridor Overlay) Zoning Districts (Sections 5.27.03, 5.28.03, 5.35.01) regarding commercial/utility grade solar conversion systems.

At the present time, Section 8.06 has general language regarding the use of solar panels. This language does not address commercial/utility grade solar conversion systems. To be proactive, the city is proposing new language to address this type of use. The proposed amendments to several sections of the Zoning Ordinance are designed to fill this void. Several neighboring jurisdictions have recently done the same. The City Attorney's office and Planning Department staff looked at recently drafted language from Saunders County, Cass County, the City of Gretna, and Sarpy County among others statewide and nationwide.

These proposed regulations were shared with OPPD for comment.

Section 2.22 was amended to add a definition for solar conversion system.

Sections 5.27 (ML zoning district) and 5.28 (MH zoning district) were amended to allow commercial/utility grade solar conversion systems as a conditional use.

Section 5.35 (HCO Highway Corridor Overlay District) was amended to specifically prohibit commercial/utility grade solar conversion systems as a use in the defined area.

Staff is also proposing to add language to Article 8 (Supplemental Regulations) Sections 8.06 would allow for residential and individual solar conversion systems. Newly created

Section 8.07 allows for commercial/utility grade solar conversion systems and provides regulations for this type of use.

Based on the aforementioned, as well as recommendations from OPPD and the Planning Commission, staff is proposing to amend Sections 2.22, 5.27.03, 5.28.03, 5.35.01 and Article 8, Supplemental Regulations as follows:

ARTICLE 2: Definitions

Section 2.22 S

SKATEBOARD RAMP shall mean a outdoor structure with an upward inclined surface, essentially one of the sides of a pipe, which are designed and principally intended to permit persons on skateboards to move from horizontal to vertical and back to horizontal.

SLUDGE shall mean solids removed from sewage during wastewater treatment and then disposed of by incineration, dumping, burial, or land application.

SOLAR CONVERSION SYSTEM (SCS) shall mean any device such as a solar panel, Solar Array, or Solar Collector or any combination thereof, which collects and converts solar energy to a form of useable electrical energy and/or supplies electrical energy to an energy storage device.

SOLID WASTE shall mean waste materials consisting of garbage, trash, refuse, rubble, sewage, offal, dead animals, or paunch manure.

SOLID WASTE COMPANY shall mean any company or firm that takes away, removes, or transfers solid wastes from one location to another through the use of vehicles or rail cars.

SPOT ZONING shall mean an arbitrary zoning or rezoning of a small tract of land that is not consistent with the comprehensive land use plan and primarily promotes the private interest of the owner rather than the general welfare. Spot zoning usually results from an upzoning to a more intensive use classification.

STABLE shall mean a facility, either as a principal or accessory use, that is designed for the maintenance, rental, or storage of non-domesticated animals.

STANDARD SYSTEM shall mean a sewage treatment system employing a building sewer, septic tank, and a standard soil absorption system.

STATE shall mean the State of Nebraska.

STORAGE shall mean the keeping, in a roofed or unroofed area, of any goods, junk, material, merchandise, or vehicles on the same tract or premises for more than 30 days.

STOREFRONT shall mean the public-accessible entrance(s) to a commercial use visible from a private/public street or sidewalk.

STORM DRAIN shall mean a conduit that carries natural storm and surface water drainage but not sewage and industrial wastes, other than unpolluted cooling water.

STORMWATER DETENTION shall mean any storm drainage technique that retards or detains runoff, such as a detention or retention basin, parking lot storage, rooftop storage, porous pavement, dry wells, or any combination thereof. Said detention shall be designed by a licensed professional engineer and approved by the City

An Example

STORMWATER MANAGEMENT shall mean the collecting, conveyance, channeling, holding retaining, detaining, infiltrating, diverting, treating, or filtering of surface water, or groundwater, and/or runoff, together with applicable managerial (non-structural) measures.

STORMWATER RETENTION AREA shall mean an area designed by a licensed professional engineer and approved by the City to retain water to control the flow of stormwater.

STORMWATER RUNOFF shall mean surplus surface water generated by rainfall that does not seep into the earth but flows over land to flowing or stagnant bodies of water.

STORY shall mean a space in a building between the surface of any floor and the surface of the floor above, or if there is not floor above, then the space between such floor and the ceiling or roof above.

ARTICLE 5: ZONING DISTRICTS

Section 5.27 ML Light Manufacturing District

5.27.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
2. Commercial/Utility grade solar conversion systems, subject to Section 8.07
3. Communication Towers meeting the requirements as set forth in Section 8.05.
4. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)

Section 5.28 MH Heavy Manufacturing District

5.28.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
2. Commercial/Utility grade solar conversion systems, subject to Section 8.07
3. Communication Towers meeting the requirements as set forth in Section 8.05.
4. Meat packing, slaughtering, eviscerating and skinning.
5. Permanent batch plants for concrete, asphalt, or paving material.
6. Permanent recycling plant for concrete, asphalt, or paving material. (**Ord. No. 4027, March 2, 2021**).
7. Poultry killing, plucking and dressing when such operations are such size as to employ in excess of 3 persons.
8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
9. Rendering of by-products of slaughtering and killing of animals or poultry.
10. Special and vocational educational and training facilities.
11. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
12. The bulk storage of flammable or noxious gasses above or below ground.

Section 5.35 HCO Highway 34 Corridor Overlay District

5.35.01 Intent. The Highway 34 Corridor Overlay District provides basic guidelines which promote quality design along a visible corridor in the city's zoning jurisdiction. The Highway 34 Corridor Overlay District is intended to: Encourage development design that strengthens the physical character and image of the city; Support the value of property and quality of development of a major highway corridor; set basic requirements for good site design and development, building design, landscaping, and signage without discouraging creativity and flexibility in design; permit safe and convenient transportation access and circulation for motorized and non-motorized vehicles, and for pedestrians; and manage the impact of industrial development on adjacent properties. The uses permitted in the Highway 34 Corridor Overlay District shall be the same as those permitted by the underlying base zoning district except as provided by this section. The following uses shall be prohibited within the Highway 34 Corridor District:

- 1) Hazardous waste storage, as primary use
- 2) Salvage or junk yard operations and transfer stations, as a primary use
- 3) Tow lots, as a primary use
- 4) Commercial/Utility Grade Solar Conversion Systems

ARTICLE 8: SUPPLEMENTAL REGULATIONS

Section 8.06 Residential and Individual Solar Conversion Systems

8.06.01 Purpose

It is the purpose of this ordinance to promote the safe, effective, and efficient use of residential and individual Solar Conversion Systems installed to reduce the on-site consumption of utility supplied electricity and that such systems are appropriately sited within Bellevue's zoning jurisdiction.

8.06.02 Definitions

The following are defined for the specific use of this section.

1. **Project Area:** The size of the land area occupied by solar array(s), solar collector(s), and/or Solar Conversion System (s), including any foundation, base, other associated electrical equipment or any other extension of the solar conversion system structure.
2. **Solar Array:** Any number of solar photovoltaic modules or panels connected together to increase voltage and/or power to the level required for a given system.
3. **Solar Collector:** A device, or combination of devices, structure, or part of a device or structure which is used to transform solar energy into-thermal, chemical, or electrical energy and that contributes to a structure's energy supply. It includes any space or structural components specifically designed to retain energy derived from solar energy.

4. **Solar Conversion System (SCS):** Any device such as a solar panel, Solar Array, or Solar Collector or any combination thereof, which collects and converts solar energy to a form of useable or on-site energy storage.
5. **Solar Conversion System – Individual:** A Solar Conversion System for the specific use of an individual, residential, commercial, or public use equal or less than one (1) acre in total project area.
6. **Solar Conversion System – Ground Mounted:** A Solar Conversion System mounted on racks or poles that is not attached to a building or structure.
7. **Solar Conversion System – Structure Mounted:** A Solar Conversion System that is directly connected to and supported by a structure or the roof of a structure.

8.06.03 Permit Required for Residential and Individual Solar Conversion Systems

No solar conversion system shall be constructed within the zoning jurisdiction of the City of Bellevue unless a permit is approved and issued by the building inspector, except for mobile units or those six square feet or less in size and is constructed in conformance with the following requirements. For those devices that include electrical, plumbing and heating constructions, the applicable permits shall also be obtained as well as Federal and Utility permits and inspections.

8.06.04 Lot and Height Requirements: Solar conversion systems shall conform to the required front, side, and rear lot setback requirements except as provided herein:

1. A structure mounted solar conversion system may project four feet into the front yard; six feet into the rear yard; and two feet into a side yard of five feet or less and four feet into a side yard greater than five feet.
2. A ground mounted solar conversion system may be located in the required rear yard provided it does not exceed fifteen feet in height and is located not less than five feet from the rear lot line and not closer than one foot to any existing easement as measured from the closest point of the structure including its foundation and anchorage's, nor shall the solar conversion system or energy storage devices be located in the required side yard or front yard, unless a Waiver is issued by the Board of Adjustment. *(Ord. No. 3643, Nov. 14, 2011)*

8.06.05 Structural Requirements: The physical structure and connections to existing structures shall conform to the applicable building codes.

8.06.06 Plot Plan: For ground mounted solar conversion systems, the application for a permit shall be accompanied by a plot plan drawn to scale showing property lines, existing structures on the lot, proposed solar conversion system location with respect to property lines, and dimensions of the proposed solar conversion system.

Section 8.07 Commercial/Utility Grade Solar Conversion Systems

Section 8.07.01 Purpose

It is the purpose of this ordinance to promote the safe, effective, and efficient use of Commercial/Utility Grade Solar Conversion Systems and that such systems are appropriately sited within the zoning jurisdiction of the City of Bellevue.

Section 8.07.02 Definitions: The following are defined for the specific uses of this section. Additional definitions pertaining to Solar Conversion Systems are found in Section 8.06.02 herein.

1. **Applicant:** Any person or entity submitting an application for a conditional use permit for a Commercial/Utility Grade Solar Conversion System.
2. **Capacity:** The amount of electricity produced by a Solar Conversion System measured in kilowatts (kW).
3. **City:** The City of Bellevue Nebraska including its Extra Territorial Jurisdiction (ETJ).
4. **County:** The County of Sarpy, Nebraska.
5. **Operator:** The person or entity responsible for the day-to-day operation and maintenance of the Commercial/Utility Grade Solar Conversion System including energy storage devices.
6. **Owner:** The person, entity, or entities having controlling or majority equity interest in the Commercial/Utility Grade Solar Conversion System, including their respective successors and assigns.
7. **Landowner:** The person or entity listed as the real property owner under a lease or other property agreement(s) with the Owner or Operator of the Commercial/Utility Grade Solar Conversion System.
8. **Setback:** The minimum distance, measured in feet, between the solar conversion system facility and the property line or access easements.
9. **Solar Conversion System – Commercial/Utility Grade:** A series of Solar Conversion Systems, solar arrays, and/or solar collectors connected together in order to supply the converted energy to a community, power grid, storage device or public utility, which occupies a project area greater than one (1) acre of land.
10. **State:** The State of Nebraska.

Section 8.07.03 General Requirements

1. No commercial or utility grade solar conversion system shall be constructed within the zoning jurisdiction of the City of Bellevue unless a conditional use permit is approved and issued. Permit and applications for Solar Conversion Systems shall comply with all of the policies, requirements, and procedures set out in Article 6: Conditional Use Permits, in addition to the policies, requirements, and procedures set out in this Section.
2. Commercial/Utility Grade Solar conversion systems may be located in districts designated as ML (Light Manufacturing) and MH (Heavy Manufacturing).
3. Commercial/Utility Grade Solar Conversion Systems shall not be permitted within the Highway 34 Corridor Overlay District as defined in Section 5.35 of these regulations.
4. The application fee for the conditional use permit shall be paid by the applicant at the time of submission of the application in accordance with the Master Fee Schedule.

Section 8.07.04 Permitting Requirements

In addition to the requirements and procedures set out in Article 6: Conditional Use Permits, the following requirements and information shall be met and supplied before a Commercial/Utility Grade Solar conversion system be approved as a Conditional Use within any district where the use is listed and allowed:

1. The name(s) of project applicants and operator.
2. The name(s) of the project owner.
3. A narrative describing the proposed solar conversion system, including an overview of the project, and proposed total rated capacity (kW) of the solar conversion system.
4. The proposed number, types, and height or range of heights of solar array to be constructed including their generating capacity, storage devices, dimensions, and respective manufacturers.
5. Description of any ancillary facilities or structures to be erected on the site.
6. A site plan, drawn to scale, of the total project area which indicates the following:
 - a. Total site acreage.
 - b. Description and location of project boundary lines, including all parcels on which the proposed system will be located.
 - c. Proposed location of all solar conversion systems;
 - d. Property lines, setback lines, access roads, and other site features;
7. Existing easements, rights-of way, and current public utility lines or infrastructure;
8. Evidence that the project meets commonly accepted management practices for avian, wildlife, and environmental protections in place at the time of application;
9. Description of existing vegetation and soil information for the proposed site;
10. Erosion/Sediment control plan or resource management plan, if required;
11. Documentation of land ownership and/or legal authority to construct on the proposed site;
12. Any specific requirements of the appropriate fire district and local utilities;
13. A decommissioning plan as required by this ordinance, contingent upon approval of a Conditional Use Permit; and,
14. Any other information as deemed reasonably necessary and requested by the City.

Section 8.07.05 Installation and Design Standards

All commercial/utility grade solar conversion systems shall adhere to the following installation and design standards:

1. All structural, electrical and mechanical components of the solar conversion system shall conform to the relevant and applicable local, state and national codes and standards in effect at the time of permit approval.
2. Electrical Codes and Standards. All solar conversion systems and accessory equipment shall comply with the National Electrical Code and applicable local code in effect at the time of permit approval.

3. Nebraska State Building Code. All solar conversion system structures shall comply with the International Building Code as adopted by the State of Nebraska Building Code and Bellevue City Code.
4. SET BACK REQUIREMENTS: Minimum setback requirements for all equipment and structures are as follows:
 - a. Front Yard – 20 feet
 - b. Rear Yard – 10 feet
 - c. Side Yard – 5 feet
 - d. Street Side Yard - 10

In the event the setback requirements from the applicable zoning district are greater than the minimum setbacks as required by this section, the requirements of the applicable zoning district shall be followed.

5. Maximum Height: Ground mounted solar conversion systems shall not exceed fifteen feet (15') in height at maximum tilt. Exceptions may be granted within the Conditional Use Permit in cases when topography, flood plain or other natural elements of the natural landscape interfere with the ability to meet the foregoing height restrictions.
6. Fencing: All boundary line fencing shall be located entirely upon the property of the solar conversion system. Fences shall consist of open fencing such as chain link. Fences shall not exceed eight (8) feet in height.
7. Buffer Requirement: A berm (2:1 maximum slope with supplemental plant materials including, trees, shrubs, and groundcovers) and/or a continuous evergreen vegetative buffer shall be provided and maintained at all times around the perimeter of the fencing that faces: (a) an existing residence or farmstead not on the subject parcel; or (b) residentially zoned or platted property. The evergreen vegetative buffer shall be composed of evergreen trees or shrubs of a type which at time of planting shall be minimum of six (6) feet in height and which shall be maintained at maturity at a height of eight (8) feet in height to screen the fence. Plantings shall be spaced in accordance with Section 9.05.
8. Stormwater Management and Erosion Control: Solar conversion system sites shall meet the requirements for stormwater management and erosion and sediment control pursuant to applicable Nebraska state and local law.
9. Waste Disposal: Solid and hazardous waste, including but not limited to crates, packing materials, damaged or worn solar panels and parts, batteries, as well as used oils, acids and lubricants, shall be removed from the site promptly and disposed of in accordance with all applicable local, state, and federal regulations during construction and operation.
 10. On-site power lines shall be buried where reasonably feasible, except when connecting to existing overhead utility lines. This requirement shall not apply to fiber optic connections.

8.07.06 Decommissioning: The owner or operator of a commercial/utility grade solar conversion system shall, at its expense, complete decommissioning of the system and/or

individual solar arrays, within twelve (12) months after the end of the useful life of the system of individual solar array. The commercial/utility grade solar conversion system or individual solar array will presume to be at the end of their useful life if no electricity is generated for a continuous period of twelve (12) months. A decommissioning plan shall be submitted with the application for a commercial/utility Grade solar conversion system conditional use permit, which shall document:

1. The removal of all structural, electrical, and mechanical components of the solar conversion system (SCS) after the end of its useful life within twelve (12) months.
2. Grading and re-seeding of all disturbed earth.
3. A report prepared by an independent professional engineer licensed in the State of Nebraska that estimates the total cost of decommissioning (“Decommissioning Costs”) without regard to salvage value of the equipment, and the cost of decommissioning net salvage value of the equipment (“Net Decommissioning Costs”). Said estimates shall be submitted to the City of Bellevue after the first year of operation and every fifth year thereafter.
4. The owner or operator of the SCS shall post and maintain Decommissioning Funds in an amount equal to Net Decommissioning Costs, provided, at no point shall Decommissioning Funds be less than 25 percent of the Decommissioning Costs. The Decommissioning Funds shall be posted and maintained as a bond, escrow, security agreement, or other form of guarantee approved by the City Attorney.
5. If the owner or operator of the SCS fails to complete decommissioning with the period prescribed herein, then the landowner shall have six months to complete decommissioning.
6. If neither the owner or operator of the SCS nor the landowner complete decommissioning within the periods prescribed herein, then the City of Bellevue may take such measures as necessary to complete decommissioning.
7. An easement allowing the City of Bellevue access to the project site, pursuant to reasonable notice, to effect or complete decommissioning.
8. The escrow agent shall release the Decommissioning funds when the owner of the SCS has demonstrated and the City of Bellevue concurs that decommissioning has been satisfactorily completed, or upon written approval of the City of Bellevue in order to implement the decommissioning plan.
9. An agreement that the City of Bellevue is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the right to seek reimbursement from the owner or operator of the SCS, or landowner, for decommissioning costs in excess of the amount guaranteed, and to file a lien against any real estate owned by the owner or operator of the SCS, or landowner, or in which they have an interest, for the amount of the excess, and to take all steps allowed to enforce such lien.
10. Financial provisions shall not be so onerous as to render SCS facilities unfeasible in the City of Bellevue.

8.07.07 Liability Insurance: For each commercial/utility grade solar conversion system, there shall be maintained a current general liability policy covering bodily injury and property damage with limits of at least \$1 million per occurrence and \$1 million in the aggregate. Copies of such certificates shall be made available to the City of Bellevue upon request.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment as presented including modifications discussed.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 2.22, SECTIONS 5.27, 5.28, 5.35, AND ARTICLE 8 ORDINANCE NO. 3619, BELLEVUE ZONING ORDINANCE, RELATING TO PERMITTED USES IN THE ML (LIGHT MANUFACTURING), MH (HEAVY MANUFACTURING), AND HCO (HIGHWAY 34 CORRIDOR OVERLAY) ZONING DISTRICTS; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 2.22 of Ordinance No. 3619 is hereby amended to read as follows:

SECTION 2.22 S

SALVAGE YARD shall mean businesses engaged in the storage, collection, purchase, sale, salvage, or disposal of machinery, parts and equipment that are a result of dismantling or wrecking, including scrap metals or other scrap materials, with no burning permitted. (See also “Junk Yard”)

SCALE shall mean a proportional relationship of the size of parts to one another and to the human figure.

SCHOOL, PRE-, OR NURSERY shall mean a school or center for children under school age, whether licensed as a day care center or not, shall be approved by the Nebraska State Fire Marshall as being in safety conformance with the National Fire Protection Association, Pamphlet 101, known as the Life Safety Code and shall be approved by the Nebraska Department of Health and Welfare as meeting their health and welfare standards.

SCHOOL, PRIVATE shall mean facilities which conduct regular academic instruction for a profit, such as commercial schools, private trade schools, and business schools.

SCREENING shall mean a structure or planting that conceals from view from public ways the area behind such structure or planting.

SEASONAL USE shall mean those land uses and structures that are operated during specific seasons of the year, i.e. Christmas tree sales and haunted houses.

SELECTIVE CLEARING shall be the careful and planned removal of trees, shrubs, and plants using specific standards and protection measures.

SELF-SERVICE STATION shall mean an establishment where motor fuels are stored and dispensed into the fuel tanks of motor vehicles by persons other than the service station attendant and may include facilities available for the sale of other retail products.

SELF-SERVICE STORAGE FACILITY shall mean a facility consisting of a building or a group of buildings containing varying sizes of enclosed, individualized storage areas, for the purpose of storing personal and/or household goods.

SEPARATE OWNERSHIP shall mean ownership of a parcel of land by a person who does not own any of the land abutting such parcel.

SERVICE STATIONS shall mean buildings and premises where the primary use is the supply and dispensing at retail of motor fuels, lubricants, batteries, tires, and motor vehicle accessories and where light maintenance activities such as engine tune-ups, lubrications, and washing may be conducted, but not including heavy maintenance and repair such as engine overhauls, painting, and body repair.

SETBACK LINE, FRONT YARD shall mean the line which defines the depth of the required front yard.

Said setback line shall be parallel with the R.O.W. line.

SETBACK LINE, REAR YARD OR SIDE YARD shall mean the line which defines the width or depth of the required rear or side yard. Said setback line shall be parallel with the property line, removed therefrom by the perpendicular distance prescribed for the yard in the district.

SEXUALLY ORIENTED BUSINESSES shall mean any business which offers its patrons services, products or entertainment characterized by an emphasis on matter depicting, exposing, describing, discussing or relating to "specified sexual activities" or "specified anatomical areas," including, but without limitation, adult bookstores, adult motion picture theaters, adult saunas, adult companionship establishments, adult health clubs, adult cabarets, adult novelty businesses, adult motion picture arcades, adult modeling studios, adult hotel or motel, adult internet industries, adult massage parlor/health club, and adult body painting studios. Such businesses are regulated by Chapter 2.5 of the Bellevue Municipal Code.

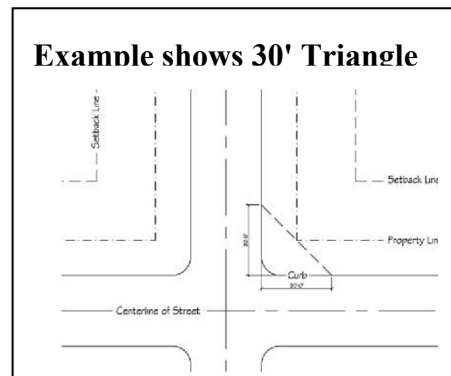
SHOPPING CENTER shall mean a group of commercial establishments planned, constructed, and managed as a total entity with customer and employee parking provided on-site, provisions for goods delivery that is separated from customer access, aesthetic considerations, and protection from the elements.

SHOPPING CENTER, COMMERCIAL STRIP shall mean a commercial development, usually one store deep, that fronts on a major street for a distance of one City block or more. Includes individual buildings on their own lots, with on-site parking and small linear shopping centers with on-site parking in front of the stores.

SHOPPING CENTER, OUTLET shall mean a commercial development that consists mostly of manufacturers' outlet stores selling their own brands at a discounted price. This definition includes all forms of centers, such as strip style, enclosed mall style, and city clustered style centers.

SIDEWALK CAFE shall mean an area adjacent to a street level eating or drinking establishment located adjacent to the public pedestrian walkway and used exclusively for dining, drinking, and pedestrian circulation. The area may be separated from the public sidewalk by railings, fencing, or landscaping or a combination thereof.

SIGHT TRIANGLE is an area at a street intersection (or street and railroad) in which nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of 30 inches and 10 feet above the grades of the bottom of the curb of the intersecting streets, measured from the corner points of the curb, 30 feet in each direction along the curb for signs and 45 feet in each direction for fences. At the intersection of major or arterial streets, the 30 and 45-foot distance may be increased to at least 60 and 90 feet respectively for each arterial leg of the intersection. The required distance may be increased based upon subdivision design and speed limits along major or other arterials.



SIGN (See Article 7 of this Ordinance)

SIMILAR USE shall mean the use of land, buildings, or structures of like kind or general nature with other uses within a zoning district as related to bulk, intensity of

use, traffic generation and congestion, function, public services requirements, aesthetics or other similarities.

SITE BREAK shall mean a structural or landscape device to interrupt long vistas and create visual interest in a site development.

SITE PLAN (See “Development Concept Plan”)

SITE, SEPTIC shall mean the area bounded by the dimensions required for the proper location of the septic tank system.

SKATE, IN-LINE shall mean a boot-type device, which is placed on an individual’s feet. In-line skates contain wheels on the bottom of the boot, which are attached in linear fashion.

SKATE PARK shall mean a recreational facility containing skateboard ramps and other obstacle courses and devices for use with skateboards and in-line skates.

SKATEBOARD shall mean a foot board mounted upon four or more wheels and is usually propelled by the user who sometimes stands, sits, kneels, or lays upon the device while it is in motion.

SKATEBOARD PIPE shall mean a outdoor structure which is shaped into a half circle or oval, that are designed and principally intended to permit persons on skateboards to move continuously from one side to the other.

SKATEBOARD RAMP shall mean a outdoor structure with an upward inclined surface, essentially one of the sides of a pipe, which are designed and principally intended to permit persons on skateboards to move from horizontal to vertical and back to horizontal.

SLUDGE shall mean solids removed from sewage during wastewater treatment and then disposed of by incineration, dumping, burial, or land application.

SOLID WASTE shall mean waste materials consisting of garbage, trash, refuse, rubble, sewage, offal, dead animals, or paunch manure.

SOLID WASTE COMPANY shall mean any company or firm that takes away, removes, or transfers solid wastes from one location to another through the use of vehicles or rail cars.

SPOT ZONING shall mean an arbitrary zoning or rezoning of a small tract of land that is not consistent with the comprehensive land use plan and primarily promotes the private interest of the owner rather than the general welfare. Spot zoning usually results from an upzoning to a more intensive use classification.

STABLE shall mean a facility, either as a principal or accessory use, that is designed for the maintenance, rental, or storage of non-domesticated animals.

STANDARD SYSTEM shall mean a sewage treatment system employing a building sewer, septic tank, and a standard soil absorption system.

STATE shall mean the State of Nebraska.

STORAGE shall mean the keeping, in a roofed or unroofed area, of any goods, junk, material, merchandise, or vehicles on the same tract or premises for more than 30 days.

STOREFRONT shall mean the public-accessible entrance(s) to a commercial use visible from a private/public street or sidewalk.

STORM DRAIN shall mean a conduit that carries natural storm and surface water drainage but not sewage and industrial wastes, other than unpolluted cooling water.

STORMWATER DETENTION shall mean any storm drainage technique that retards or detains runoff, such as a detention or retention basin, parking lot storage, rooftop storage, porous pavement, dry wells, or any combination thereof. Said detention shall be designed by a licensed professional engineer and approved by the City

STORMWATER MANAGEMENT shall mean the collecting, conveyance, channeling, holding retaining, detaining, infiltrating, diverting, treating, or filtering of surface water, or groundwater, and/or runoff, together with applicable managerial (non-structural) measures.



An Example of a Stormwater Management project

STORMWATER RETENTION AREA shall mean an area designed by a licensed professional engineer and approved by the City to retain water to control the flow of stormwater.

STORMWATER RUNOFF shall mean surplus surface water generated by rainfall that does not seep into the earth but flows over land to flowing or stagnant bodies of water.

STORY shall mean a space in a building between the surface of any floor and the surface of the floor above, or if there is not floor above, then the space between such floor and the ceiling or roof above.

STORY, ONE-HALF shall mean the same as "Half-Story".

STREET shall mean the entire width between property lines of a way or place dedicated or acquired for the purpose of public use for vehicular traffic or access including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except as excluded in this ordinance and other than an alley. Where a way or place exists by virtue of consent agreement or an established public right, then for the purposes of this ordinance the way or place shall be considered to be 60 feet in width falling half on each side of the centerline of the traveled way. Where the dimensions set out in a consent agreement exceed 60 feet, then the larger dimension shall govern.

STREET, ARTERIAL shall mean a street designed with the primary function of efficient movement of through traffic between and around areas of a City, or county with controlled access to abutting property.

STREET CENTERLINE shall mean the centerline of a street right-of-way as established by official surveys.

STREET, COLLECTOR shall mean a street or highway, which is intended to carry traffic from minor streets to major streets. Collector streets are usually the principal entrance streets to residential developments and the streets for circulation within the development.

STREET, CURVILINEAR shall mean local streets that deviate from straight alignment and change direction without sharp corners or bends.

STREET, EXPRESSWAY shall mean a street or road that provides fast and efficient movement of large volumes of vehicular traffic between areas and does not provide direct access to property.

STREET FRONTAGE shall mean the distance for which a lot line of a zoned lot adjoins a public street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

STREET, FRONTAGE ACCESS shall mean a street parallel and adjacent to a major street, major interregional highway, or major collection road and primarily for service to the abutting properties, and being separated from the major street by a dividing strip.

STREET HARDWARE shall mean man-made objects other than buildings that are part of the streetscape. Examples are: lamp posts, utility poles, traffic signs, benches, litter containers, planting containers, letter boxes, fire hydrants.

STREET, LOCAL shall mean a street designed for local traffic that provides direct access to abutting residential, commercial, or industrial properties.

STREET, LOOPED shall mean a continuous local street without intersecting streets and having its two outlets connected to the same street.

STREETS, MAJOR shall mean a street or highway used primarily for fast or high volume traffic, including expressways, freeways, boulevards, and arterial streets.

STREET, PRIVATE shall mean an open, unoccupied space, other than a street or alley dedicated to the public, but permanently established as the principal means of vehicular access to abutting properties.

STREET, SIDE shall mean that street bounding a corner or reversed corner lot and which extends in the same general direction as the line determining the depth of the lot.

STREETSCAPE shall mean the scene as may be observed along a public street or way composed of natural and man-made components, including buildings, paving, plantings, street hardware, and miscellaneous structures.

STRUCTURE shall mean anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including swimming and wading pools and covered patios, excepting outdoor areas such as paved areas, walks, tennis courts, and similar recreation areas.

STRUCTURE, ADVERTISING shall mean the same as "Advertising Structure".

STRUCTURAL ALTERATION shall mean any change in the support members of a building, such as in a bearing wall, column, beam or girder, floor or ceiling joists, roof rafters, roof diaphragms, foundations, piles, or retaining walls or similar components.

SUBDIVISION shall mean the division of land, lot, tract, or parcel into two or more lots, parcels, plats, or sites, or other divisions of land for the purpose of sale, lease, offer, or development, whether immediate or future. The term shall also include the division of residential, commercial, industrial, agricultural, or other land whether by deed, metes, and bounds description, lease, map, plat, or other instrument.

SURFACE WATERS shall mean all waters within the jurisdiction of this state, including all streams, lakes, ponds, impounding reservoirs, marshes, wetlands, watercourses, waterways, springs, canal systems, drainage systems, and all other bodies or accumulations of water, natural or artificial, public or private, situated wholly or partly within or bordering upon the state. See also Waters of the State.

SWIMMING POOL shall mean a structure, and all appurtenant equipment, constructed either above or below grade with a depth of at least 18 inches utilized for the purposes of swimming, diving, or wading.

(Ord. No. 3774, August 11, 2014)

Section 2. That Section 5.27 of Ordinance No. 3619 is hereby amended to read as follows:

Section 5.27 ML Light Manufacturing District

5.27.01 Intent. This zone provides for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purposes of these regulations irrespective of whether the industry is encroaching on a living area or a living area is encroaching on an industrial area.

5.27.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Call centers.
5. Car wash.
6. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
7. Commercial parking lots.
8. Dry cleaning, laundry, and dyeing plants.
9. Feed and seed store.
10. Garages for the storage of automobiles.
11. Garden supply including nursery stock.
12. Gasoline stations.
13. Governmental services - administrative facilities.
14. Governmental services- maintenance and service facilities.
15. Greenhouses, commercial; nursery stock sales yards.
16. Hardware, appliance, and small tool rental when incidental to a hardware or other business.
17. Heavy auto repair services.
18. Highway maintenance yards or buildings.
19. Indoor and Outdoor Recreational Facilities, with the exception of golf courses.
20. Kennels.
21. Laboratories.
22. Light auto repair services.
23. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
24. Logistical centers.
25. Manufacture and assembly of electrical and electronic appliances.
26. Manufacture of light sheet metal products including heating and ventilation equipment.
27. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
28. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
29. Marine sales and services, but excluding the storage or salvage of boats.
30. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.

31. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainage way or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner, which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
 - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the landscape regulations in Article 9. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
 - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
33. Printing services, when mechanical operation is not visible from a street.
34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
35. Radio and television stations, except transmission towers over 35 feet high.
36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
37. Recycling collection and processing facilities, both public and private.
38. Self-service storage facilities, provided they meet the following restrictions :
 - A. Lot Standards: All space limits as specified in the ML Zone shall be followed,
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means, which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:
 - F. Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.
 - G. Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.

- H. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
 - I. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
 - J. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
- 39. Special and vocational educational and training facilities.
 - 40. Stone and monument work.
 - 41. Trucking terminals containing four or less loading or transfer bays.
 - 42. Upholstery shops.
 - 43. Veterinary Services.
 - 44. Warehouses and storage of non-hazardous goods provided storage be inside building.

5.27.03 Conditional Uses:

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
- 2. Commercial/Utility grade solar conversion systems, subject to Section 8.07.
- 3. Communication Towers meeting the requirements as set forth in Section 8.05.
- 4. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)
- 5. Indoor recreational facility

5.27.04 Specifically Excluded Uses:

- 1. The following uses are hereby declared incompatible with the purpose of the ML zone and are hereby expressly excluded:
 - A. Churches, synagogues, chapels, and similar places of religious worship and instruction.
 - B. Dwellings and other types of living accommodations shall be prohibited except that quarters for a watchman or caretaker shall be permitted as an accessory use for any permitted use occupying more than 20,000 square feet of lot area.
 - C. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings.
 - D. Motels, hotels, and mobile home parks.
 - E. Public, parochial and private schools and colleges, except trade schools.
 - F. Any use not enumerated as permitted in this zone, but which is specifically provided for in another zone or zones.

5.27.05 Permitted Accessory Uses:

- 1. Accessory uses for light industrial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.09.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.27.06 Space Limits:

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions, which may be, imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 75percent.

5.27.07 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9.
5. No outdoor storage is permitted, except
 - A. The display of new merchandise for sale to the public
 - B. Unless specifically permitted within this Section
6. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
7. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
8. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
9. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

Section 3. That Section 5.28 of Ordinance No. 3619 is hereby amended to read as follows:

Section 5.28 MH Heavy Manufacturing District

5.28.01 Intent. This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries, which have not reached a technical stage in processing, which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

5.28.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dyeing plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.

21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services, but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainage way or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
 - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
 - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
31. Printing services, when mechanical operation is not visible from a street.
32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
33. Radio and television stations, except transmission towers over 35 feet high.
34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
35. Recycling Collection and processing facilities, both public and private.
36. Self-service storage facilities provided they meet the following restrictions:

- A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:
 Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
 Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
- 37. Stone and monument works.
 - 38. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
 - 39. Temporary batch plants, not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
 - 40. Truck wash.
 - 41. Trucking terminals containing in excess of four loading or transfer bays.
 - 42. Veterinary Services, including livestock.
 - 43. Warehouses and storage of non-hazardous goods, provided storage is inside building.
 - 44. Yards for the sale, transfer and temporary holding of livestock. (*Ord. No. 3840, Feb.8, 2016*)

5.28.03 Conditional Uses:

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
- 2. Commercial/Utility grade solar conversion systems, subject to Section 8.07
- 3. Communication Towers meeting the requirements as set forth in Section 8.05.
- 4. Meat packing, slaughtering, eviscerating and skinning.
- 5. Permanent batch plants for concrete, asphalt, or paving material.
- 6. Permanent recycling plant for concrete, asphalt, or paving material. (**Ord. No. 4027, March 2, 2021**).
- 7. Poultry killing, plucking and dressing when such operations are such size as to employ in excess of 3 persons.
- 8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
- 9. Rendering of by-products of slaughtering and killing of animals or poultry.
- 10. Special and vocational educational and training facilities.
- 11. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
 The bulk storage of flammable or noxious gasses above or below ground.

5.28.04 Specifically Excluded Uses:

1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
 - A. Any use which cannot meet the performance standards set forth herein.
 - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
 - C. Schools and colleges, except trade schools.
 - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
 - E. Motels, hotels and mobile home parks.
 - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

5.28.05 Permitted Accessory Uses:

1. Buildings and uses customarily incidental to the permitted uses.
2. Residential and small wind energy systems, subject to Section 8.09.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.28.06 Space Limits:

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

5.28.07 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

Section 3. That Section 5.35 of Ordinance No. 3619 is hereby amended to read as follows:

Section 5.35 HCO Highway 34 Corridor Overlay District

5.35.01 Intent. The Highway 34 Corridor Overlay District provides basic guidelines which promote quality design along a visible corridor in the city's zoning jurisdiction. The Highway 34 Corridor Overlay District is intended to: Encourage development design that strengthens the physical character and image of

the city; Support the value of property and quality of development of a major highway corridor; set basic requirements for good site design and development, building design, landscaping, and signage without discouraging creativity and flexibility in design; permit safe and convenient transportation access and circulation for motorized and non-motorized vehicles, and for pedestrians; and manage the impact of industrial development on adjacent properties. The uses permitted in the Highway 34 Corridor Overlay District shall be the same as those permitted by the underlying base zoning district except as provided by this section. The following uses shall be prohibited within the Highway 34 Corridor District:

- 1) Hazardous waste storage, as primary use
- 2) Salvage or junk yard operations and transfer stations, as a primary use
- 3) Tow lots, as a primary use
- 4) Commercial/Utility Grade Solar Conversion Systems

5.35.02 Highway 34 Corridor Overlay District Boundaries:

The Highway 34 Corridor Overlay District applies to the following areas:

Land within one (1) mile of the centerline of Highway 34 within the planning jurisdiction of the City of Bellevue; bordered by the Missouri River on the east, and 5th Street on the west;

Tax Lots 4A and 5A (14-13-13), Tax Lots 7 and 8A (13-13-13), Tax Lots 10A and 11A (24-1313), and Tax Lot 15A (23-13-13).

5.35.03 Project Application and Exceptions:

The Highway 34 Corridor Overlay District, its development guidelines, and other provisions, apply to the following:

Any new building or addition requiring a building permit, built on land within the boundaries of the Highway 34 Corridor Overlay District after September 25, 2012

The requirements of the Highway 34 Corridor Overlay District do not apply to a building in place or under construction on a site as of September 25, 2012.

Waivers of Sections 5.35.04 and 5.35.05 may be granted by the Design Review Board as outlined in Section 8.11.07, City of Bellevue Zoning Ordinance.

5.35.04 Site Design Guidelines for Industrial Uses:

(A) BUILDING LOCATION AND ORIENTATION

1. To the maximum degree possible, the arrangement of buildings on a site shall screen operational and loading areas from view abutting highway corridor streets.
2. Buildings with customer entrances shall orient such entrances toward the primary access street.
3. Accessory structures shall not front a primary access street and shall be oriented away from public streets, open space, or residential areas.
4. Buildings shall be arranged and oriented so that loading docks, outdoor storage, trash collection and processing, HVAC equipment, truck parking and servicing areas and other service functions are not visible from Highway 34 except where surrounding topographic features prevent concealment. Site designs shall maximize the amount of landscaping in street yards along these highways. This standard may be met by building and site orientation, site design, and/or landscaped screening that blocks the view of such areas from the highway corridors. Customer and employee parking areas are

permitted in these street yards, subject to other provisions of this regulation.

5. Any industrial building elevation visible from the Highway 34 corridor must use at least two (2) different class I or II materials as listed in Section 8.11.03, and must be composed of at least sixty (60) percent class I or II materials, not more than forty (40) percent of class III or IV materials, and not more than ten (10) percent class IV materials.

(B) VEHICULAR ACCESS

1. To the maximum degree possible, access routes for automobiles and trucks shall be distinguished from one another.
2. Drives and access points shall be directed away from residential areas.

(C) PARKING

1. Signage and site design shall distinguish employee and visitor parking areas from truck loading and servicing areas when the project is sufficiently large to make such separation functionally necessary.
2. Landscaping shall be used to direct vehicles through the site, distinguish between automobile and truck service areas, manage storm water, and break up the size of large impervious automobile parking areas.

(D) PEDESTRIAN ACCESS

1. Developments shall provide public sidewalks in accordance with the City's building code.
2. Multi-building developments shall provide clear and safe walkways at least 5 feet in width that connect all buildings on the site. Buildings not intended for routine customer access or intended solely for drive-up services are excluded from this requirement.
3. Where required walkways cross drives, parking aisles, or other vehicular ways, the crosswalks shall be distinguished from driving surfaces by the use of durable, low maintenance surface materials such as concrete or brick pavers; scored, colored concrete; or painted concrete.
4. Pedestrian connections to adjacent developments should be provided.

(E) SIGNS

1. Attached signs shall be integrated into the design of the building elevation.
2. Freestanding signs shall be constructed per Article 7 of the zoning ordinance.

(F) SCREENING

1. Developments shall provide year-round screening of outdoor storage, utility meters, HVAC equipment, trash collection and processing per the regulations listed in Section 8.11 and Article 9. Utility meters, HVAC, and Trash collection and processing shall be screened to its full vertical height. Outdoor storage shall provide 75% of the vertical plane of this feature to a height of 8 feet. Trash enclosure gates shall furnish a steel frame with decorative steel or wood covering, or another design acceptable to the Planning Director. Chain-link fencing with inlaid wood or metal slats shall not be considered acceptable. Screening shall be integrated into the overall design of buildings and landscaping and fully contain the visual impact of these service functions from adjacent public streets and neighboring properties.

(G) LIGHTING

1. All lighting used to illuminate off-street parking areas, signs or other structures shall be arranged so as to deflect light down and away from any adjoining residential property through fixture type and location.

2. The maximum height of lighting standards shall be 45 feet, unless the city grants a specific exception as part of the application approval process.
3. Exterior lighting of buildings shall be limited to low-level incandescent spotlights, floodlights, and similar illuminating devices hooded in such a manner that the direct beam of any light sources will not glare skyward or upon adjacent property or public streets. The city may approve exceptions to these requirements for sports and athletic field lighting, flagpole lighting, public street lighting, temporary lighting for seasonal/holiday or special events, and lighting used for public safety.

Section 5.35.05 Architectural Guidelines

- (A) MASS AND SCALE
 1. For buildings with office areas that exceed 3,000 square feet, the mass of the office portion of a building shall be distinguished from the mass of the industrial operations portion of the building. Office and/or public entrances shall be distinguished by elements that provide both identification and scale to the development. Techniques include but are not limited to the use of canopies or porticos, overhangs, changes in horizontal plane, variations in façade height and design, arches, peaked or special roof forms, and changes in materials.
- (B) BUILDING MATERIALS
 1. Building materials shall be those classes listed in Section 8.11.03.
- (C) ROOF FORMS
 1. Visible roof materials shall include clay or concrete tile, split shakes, pre-finished metal, architectural grade asphalt shingles, architectural metals, copper, natural or synthetic slate, or similar durable materials. *(Ord. No. 3683, Sept. 10, 2012)*

Section 5. That Article 8 of Ordinance No. 3619 is hereby amended to read as follows:

Section 6. That Sections 2.22, 5.27, 5.28, 5.35, and Article 8 of Ordinance No. 3619, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed.

Section 7. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

ADOPTED by the Mayor and City Council this _____ day of _____, 2021.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13f.
09/07/2021

COUNCIL MEETING DATE: 09/21/2021		SUBMITTED BY: Tammi Palm		TITLE: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input checked="" type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 and 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timber Estates, Lot 1, Whispering Timber Estates Replat 6, and Lot 2A1, Fair Hill Addition, from AG, RE, and RS-84-PS to RE and RS-84-PS for the purpose of existing single family residential development; and small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7. Applicants: Todd Santoro and Greg Dennis. General Location: Hickory Circle and Childs Road East.

SYNOPSIS/BACKGROUND:

Todd Santoro and Greg Dennis are requesting to small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7. The properties as presently platted are undevelopable due to slope, drainage, and being landlocked. The proposed plat will not create additional lots, but rather will consolidate these properties into existing, platted lots. The applicants are also requesting to rezone Lots 1 and 2, Whispering Timber Estates Replat 7. Currently the properties have three different zonings: AG, RE, and RS-84-PS. The applicants are requesting RE zoning for proposed Lot 1, with RS-84-PS zoning for proposed Lot 2. The AG property is non conforming. Proposed Lot 1 is developed with an existing house. Proposed Lot 2 is undeveloped. The proposed zoning will not change the current uses of the properties. The requested zoning matches the existing zoning of the properties these lots will be incorporated with.

FISCAL IMPACT: BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Rezoning Ordinance 4056
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bruce Rollins

FINANCE APPROVAL AS TO FORM: [Signature]

ADMINISTRATOR APPROVAL AS TO FORM: [Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Todd Santoro
CASE #'s Z-2107-10, S-2107-19
CITY COUNCIL HEARING DATE: September 21, 2021

REQUEST: to rezone Lots 1 and 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timber Estates, Lot 1 Whispering Timber Estates Replat 6, and Lot 2A1, Fair Hill Addition, from AG, RE and RS-84-PS to RE and RS-84-PS for the purpose of existing residential development; and small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7.

On August 26, 2021, the City of Bellevue Planning Commission voted eight yes, zero no, zero absent and one abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: August 26, 2026

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2107-10
S-2107-19

FOR HEARING OF:
REPORT #1: August 26, 2021
REPORT #2: September 21, 2021

I. GENERAL INFORMATION

A. APPLICANTS:

Todd Santoro
1606 Camp Gifford Road
Bellevue, NE 68005

Greg Dennis
908 Camp Gifford Road
Bellevue, NE 68005

B. PROPERTY OWNERS:

Todd Santoro
1606 Camp Gifford Road
Bellevue, NE 68005

Gregory & Sheri Dennis
908 Camp Gifford Road
Bellevue, NE 68005

C. GENERAL LOCATION:

Hickory Circle and Childs Road East

D. LEGAL DESCRIPTION:

Lots 1 and 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timber Estates, Lot 1 Whispering Timber Estates Replat 6, and Lot 2A1, Fair Hill Addition.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Whispering Timber Estates Replat 7, from AG, RE, and RS-84-PS to RE and RS-84-PS.

2. Small Subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7.

F. EXISTING ZONING AND LAND USE:

AG, RE, and RS-84-PS, Single Family Residential/Vacant

G. PURPOSE OF REQUEST:

The applicant owns a parcel of land which is currently nonconforming that he wishes to bring into conformity by rezoning and combining with other properties.

H. SIZE OF SITE:

The site is approximately 13 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is developed with a single family residence built in 1978. Proposed Lot 2 is presently vacant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential, RE
- 2. **East:** Single Family Residential, AG and RS-84
- 3. **South:** Single Family Residential, RS-84-PS and RE
- 4. **West:** Single Family Residential, RS-84

C. REVELANT CASE HISTORY:

1. On March 3, 2020, the City Council approved a request to rezone Lots 1 and 2, Whispering Timber Estates Replat 6, being a replat of Lots 103A, 103B, 124A, the West 22' of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, part of Lot 7B, 8A2A, part of Lot 9 except the South 155', and part of Lot 10B1, except the South 30', Fair Hill Addition, from AG, RE, and RS-84 to RE and RS-84 for the purpose of existing single family residential; and small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 6.

2. On August 26, 2021, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timber Estates, Lot 1 Whispering Timber Estates Replat 6, and Lot 2A1, Fair Hill Addition, from AG, RE, and RS-84-PS to RE and RS-84-PS, for the purpose of existing single family residential development.

D. APPLICABLE REGULATIONS:

1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.
2. Section 5.09, Zoning Ordinance, regarding RS-84 uses and requirements.
3. Section 5.17, Zoning Ordinance, regarding -PS uses and requirements.
4. Chapter 5, Subdivision Regulations, regarding small subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data information available for this area.
2. The property has access via Camp Gifford Road and Childs Road East.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Todd Santoro and Greg Dennis have submitted a request to small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 7.

The properties as presently platted are undevelopable due to slope, drainage, and being landlocked. The proposed plat will not create additional lots, but rather will consolidate these properties into existing, platted lots.

2. The applicants are also requesting to rezone Lots 1 and 2, Whispering Timber Estates Replat 7. Currently, these properties have three different zonings: AG, RE, and RS-84-PS. The AG property is non conforming.

The applicants are requesting RE zoning for proposed Lot 1, with RS-84-PS zoning for proposed Lot 2. The requested zoning matches the existing zoning of the properties these lots will be incorporated with.

3. The proposed zoning will not change the current uses of the properties. Proposed Lot 1 is developed with an existing house. Proposed Lot 2 is undeveloped. As previously mentioned, no additional residential lots are being created through this request.

4. The proposed lots meet the minimum requirements for their intended zoning districts. One of the existing platted lots is land-locked and does not have adequate access. The proposed plat will resolve this issue.

5. This application was sent out for review by the following departments and individuals: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, 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.

Public Works Engineer Matt Knight requested minor technical revisions to the plat. These revisions have since been made by the applicant's surveyor.

No other comments were received in this case.

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

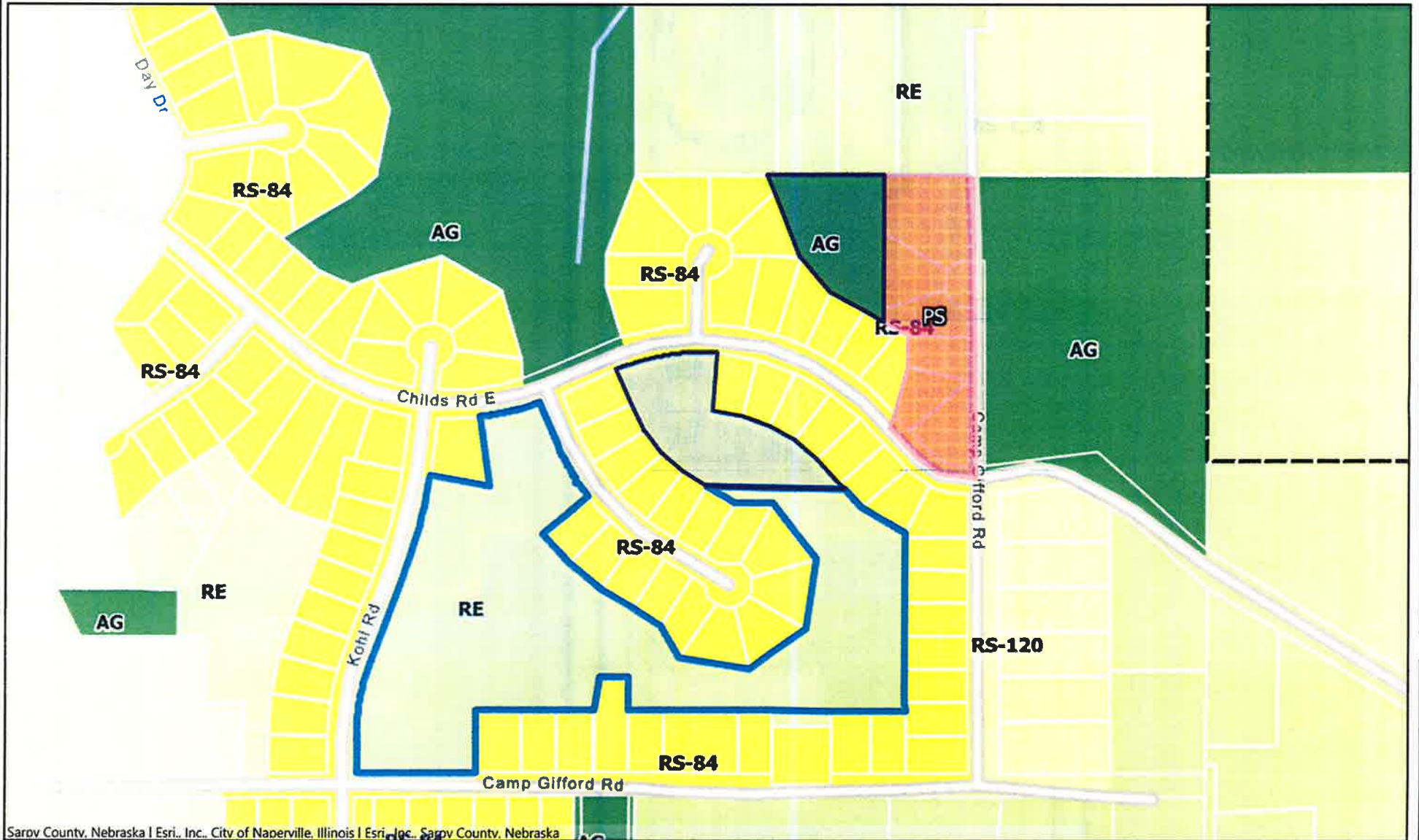
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Small Subdivision plat received August 13, 2021
4. Zoning justification letter dated July 22, 2021
5. Email received from Michelle Foss August 26, 2021
6. Email received from Matthew Curran August 26, 2021

VII. COPIES OF REPORT TO:

1. Todd Santoro
2. Greg & Sheri Dennis
3. Doug Hill, Hill-Farrell Associates, Inc.
4. Public Upon Request



Planning Manager Date of Report



Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska



Map Scale 1: 4514

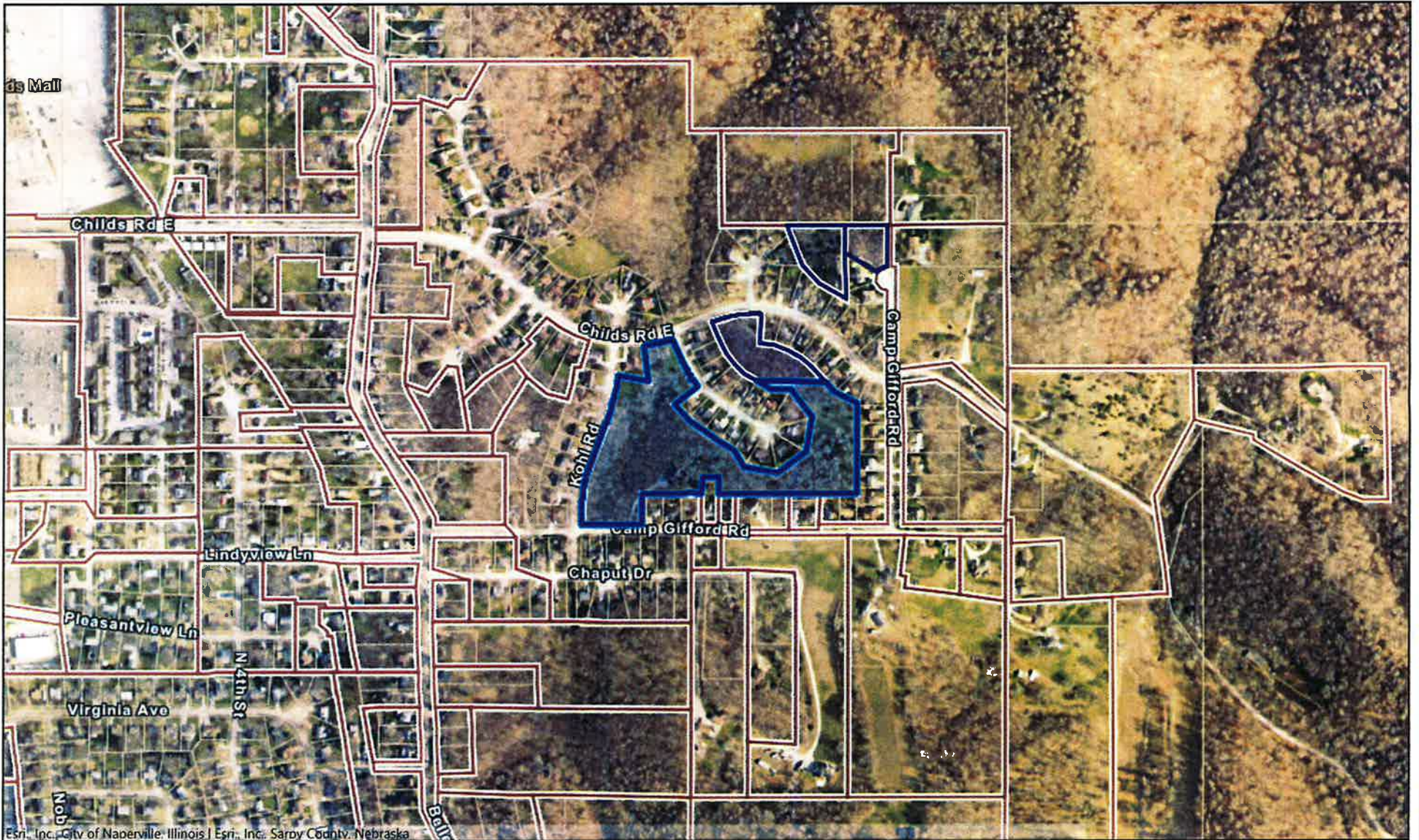
This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



Timbers Estates Replat



Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska

0 500 1000
ft

Map Scale 1: 9028

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



Notes

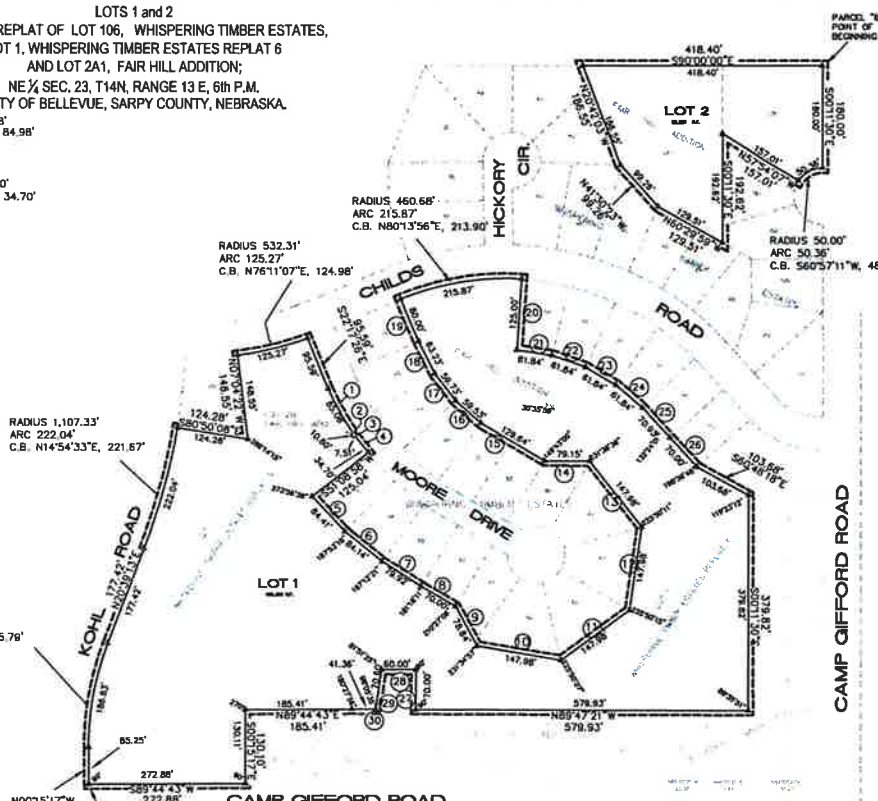


RECEIVED
AUG 13 2021
PLANNING DEPT.

WHISPERING TIMBER ESTATES REPLAT 7

LOTS 1 and 2
BEING A REPLAT OF LOT 106, WHISPERING TIMBER ESTATES,
LOT 1, WHISPERING TIMBER ESTATES REPLAT 6
AND LOT 2A1, FAIR HILL ADDITION;
NE 1/4 SEC. 23, T14N, RANGE 13 E, 6th P.M.
CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

- 1 RADIUS 486.65', ARC 85.08'
CHORD BRNG S29°03'54"E, 84.98'
- 2 S00°15'54"E, 10.80'
- 3 S89°47'29"E, 7.51'
- 4 RADIUS 486.65', ARC 34.70'
CHORD BRNG S37°42'17"E, 34.70'
S42°47'40"E, 84.41'
- 5 S50°40'58"E, 84.14'
- 6 S57°53'19"E, 79.92'
- 7 S59°11'30"E, 70.00'
- 8 S28°44'24"E, 78.84'
- 9 S80°19'21"E, 147.98'
- 10 S42°47'40"E, 147.98'
- 11 N08°00'17"E, 147.98'
- 12 N37°49'54"W, 147.98'
- 13 N89°28'30"W, 79.15'
- 14 N59°11'30"W, 129.64'
- 15 N48°35'27"W, 59.53'
- 16 N37°27'22"W, 59.73'
- 17 N26°38'30"W, 63.23'
- 18 N23°11'30"W, 80.00'
- 19 S03°39'22"E, 125.00'
- 20 S81°03'30"E, 61.84'
- 21 S70°29'14"E, 61.84'
- 22 S59°54'58"E, 61.84'
- 23 S49°20'44"E, 61.84'
- 24 S42°20'13"E, 70.93'
- 25 S42°11'30"E, 70.00'



SURVEYORS CERTIFICATE

RONALD D. HILL, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PINS THE CORNERS AS SHOWN IN "WHISPERING TIMBER ESTATES REPLAT 7", BEING A REPLAT OF LOT 1, WHISPERING TIMBER ESTATES REPLAT 6 AND LOT 2A1, FAIR HILL ADDITION AND LOT 106, WHISPERING TIMBER ESTATES, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A" (LOT 1)
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, WHISPERING TIMBER ESTATES REPLAT 6, THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY OF KOHL ROAD ALONG THE FOLLOWING 4 COURSES:
1) N00°15'17"W, 85.25 FEET 2) NORTHERLY ALONG A CURVE TO THE RIGHT RADIUS 81.87 FEET, ARC 188.83 FEET, CHORD BEARING N10°11'58"E, 185.70 FEET 3) N00°03'37"E, 177.49 FEET 4) NORTHERLY ALONG A CURVE TO THE LEFT RADIUS 101.33 FEET, ARC 222.04 FEET, CHORD BEARING N14°54'33"E, 221.87 FEET TO THE SOUTHWEST CORNER OF LOT 104, WHISPERING TIMBER ESTATES; THENCE S89°50'08"E, 124.28 FEET TO THE SOUTHEAST CORNER OF LOT 104, WHISPERING TIMBER ESTATES; THENCE N07°04'22"W, 148.55 FEET TO THE NORTHEAST CORNER OF LOT 104, WHISPERING TIMBER ESTATES; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF CHOLS ROAD ALONG A CURVE TO THE LEFT RADIUS 532.31 FEET, ARC 125.27 FEET, CHORD BEARING N78°10'07"E, 124.98 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF MOORE DRIVE; THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY OF MOORE DRIVE ALONG THE FOLLOWING 3 COURSES: 1) S22°17'07"E, 65.36 FEET 2) SOUTHERLY ALONG A CURVE TO THE LEFT RADIUS 486.65 FEET, ARC 85.08 FEET, CHORD BEARING S29°03'54"E, 84.98 FEET TO THE NORTH CORNER OF LOT 2B, FAIR HILL ADDITION; THENCE S00°15'54"E, 10.80 FEET TO THE SOUTHWEST CORNER OF LOT 2B, FAIR HILL ADDITION; THENCE S89°47'29"E, 7.51 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MOORE DRIVE; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT RADIUS 486.65 FEET, ARC 34.70 FEET, CHORD BEARING S37°42'17"E, 34.70 FEET TO THE NORTHEAST CORNER OF LOT 70, WHISPERING TIMBER ESTATES; THENCE S28°44'24"E, 78.84 FEET TO THE SOUTHWEST CORNER OF LOT 70, WHISPERING TIMBER ESTATES; THENCE S59°11'30"E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 69, WHISPERING TIMBER ESTATES; THENCE S42°47'40"E, 84.41 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES; THENCE S50°40'58"E, 84.14 FEET TO THE SOUTHWEST CORNER OF LOT 65, WHISPERING TIMBER ESTATES; THENCE S57°53'19"E, 79.92 FEET TO THE SOUTHWEST CORNER OF LOT 64, WHISPERING TIMBER ESTATES; THENCE S59°11'30"E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 63, WHISPERING TIMBER ESTATES; THENCE S49°20'44"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 62, WHISPERING TIMBER ESTATES; THENCE S42°20'13"E, 70.93 FEET TO THE SOUTHWEST CORNER OF LOT 61, WHISPERING TIMBER ESTATES; THENCE S42°11'30"E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 59, WHISPERING TIMBER ESTATES; THENCE N48°35'27"W, 59.53 FEET TO THE NORTHEAST CORNER OF LOT 58, WHISPERING TIMBER ESTATES; THENCE N37°27'22"W, 59.73 FEET TO THE NORTHEAST CORNER OF LOT 57, WHISPERING TIMBER ESTATES; THENCE N08°00'17"E, 83.03 FEET TO THE NORTHEAST CORNER OF LOT 56, WHISPERING TIMBER ESTATES; THENCE N23°11'30"W, 80.00 FEET TO THE NORTHEAST CORNER OF LOT 55, WHISPERING TIMBER ESTATES; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF CHOLS ROAD EAST ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 486.65 FEET, ARC 215.87 FEET, CHORD BEARING N00°15'54"E, 215.87 FEET TO THE NORTHEAST CORNER OF LOT 54, WHISPERING TIMBER ESTATES; THENCE S03°39'22"E, 125.00 FEET TO THE SOUTHWEST CORNER OF LOT 54, WHISPERING TIMBER ESTATES; THENCE S81°03'30"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 53, WHISPERING TIMBER ESTATES; THENCE S70°29'14"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 52, WHISPERING TIMBER ESTATES; THENCE S69°54'58"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 51, WHISPERING TIMBER ESTATES; THENCE S49°20'44"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 50, WHISPERING TIMBER ESTATES; THENCE S42°20'13"E, 70.93 FEET TO THE SOUTHWEST CORNER OF LOT 49, WHISPERING TIMBER ESTATES; THENCE S42°11'30"E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 48, WHISPERING TIMBER ESTATES; THENCE S37°42'17"E, 34.70 FEET TO THE SOUTHWEST CORNER OF LOT 47, WHISPERING TIMBER ESTATES; THENCE S28°44'24"E, 78.84 FEET TO THE SOUTHWEST CORNER OF LOT 46, WHISPERING TIMBER ESTATES; THENCE S23°11'30"W, 80.00 FEET TO THE SOUTHWEST CORNER OF LOT 45, WHISPERING TIMBER ESTATES; THENCE N07°04'22"W, 148.55 FEET TO THE NORTHEAST CORNER OF LOT 44, WHISPERING TIMBER ESTATES; THENCE N03°39'22"E, 125.00 FEET TO THE NORTHEAST CORNER OF LOT 43, WHISPERING TIMBER ESTATES; THENCE N00°15'17"W, 85.25 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 480,300 SQUARE FEET.

PARCEL "B" (LOT 2)
BEGINNING AT THE NORTHEAST CORNER OF LOT 106, WHISPERING TIMBER ESTATES; THENCE S00°15'30"E, 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING TIMBER ESTATES; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT RADIUS 50.00 FEET, ARC 50.36 FEET, CHORD BEARING S87°07'11"W, 48.28 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING TIMBER ESTATES; THENCE N37°47'07"W, 157.01 FEET TO THE NORTHEAST CORNER OF LOT 107, WHISPERING TIMBER ESTATES; THENCE S00°15'30"E, 192.62 FEET TO THE SOUTHWEST CORNER OF LOT 108, WHISPERING TIMBER ESTATES; THENCE N48°29'54"W, 128.51 FEET TO THE NORTHEAST CORNER OF LOT 46, WHISPERING TIMBER ESTATES; THENCE N41°50'27"W, 88.28 FEET TO THE NORTHEAST CORNER OF LOT 45, WHISPERING TIMBER ESTATES; THENCE N03°42'07"W, 188.55 FEET TO THE NORTHEAST CORNER OF LOT 41, WHISPERING TIMBER ESTATES; THENCE S90°07'00"E, 418.40 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 80,524 SQUARE FEET.

DATE: _____
RONALD D. HILL NEBRASKA L.S. NO. 373

DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT WE, TODD A. SANTORO AND TON L. KAVALI SANTORO, AND GREGORY S. DENNIS AND SHERI E. DENNIS, AS THE TRUSTEES OF THE O & S DENNIS FAMILY TRUSTING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYORS CERTIFICATE AND EMBODIED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO A LOT TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS "WHISPERING TIMBER ESTATES REPLAT 7", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK COMMUNICATIONS INTERNATIONAL, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREON, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES, AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS, NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE INTENDED USES OF THE INTERESTS HEREIN GRANTED, IN WITNESS WHEREOF WE DO HEREBY SET OUR HANDS THIS _____ DAY OF _____, 2021.

TODD A. SANTORO TON L. KAVALI SANTORO GREGORY S. DENNIS SHERI E. DENNIS

ACKNOWLEDGMENT OF NOTARY
STATE OF NEBRASKA }
COUNTY OF SARPY }

ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TODD A. SANTORO AND TON L. KAVALI SANTORO, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DO ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

COUNTY TREASURER'S CERTIFICATION
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.
DATE: _____
COUNTY TREASURER: _____

REVIEW BY SARPY COUNTY PUBLIC WORKS
THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 7" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____, 2021.

SARPY COUNTY SURVEYOR/ENGINEER

ACKNOWLEDGMENT OF NOTARY
STATE OF NEBRASKA }
COUNTY OF SARPY }

ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DO ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

APPROVAL OF BELLEVUE PLANNING COMMISSION
THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 7" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____, 2021.

BELLEVUE PLANNING COMMISSION

APPROVAL OF BELLEVUE CITY COUNCIL
THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 7" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____, 2021. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST: CITY CLERK _____ MAYOR _____ DATE _____

SURVEY: DCH/AB
DRAWING: FCH
DATE: 08/10/2021
BY: RDC
08/11/2021

WHISPERING TIMBER ESTATES REPLAT 7
SMALL SUBDIVISION PLAT
NE 1/4 SEC. 23, T14N, R13E, OF THE 6TH P.M.
SARPY COUNTY, NEBRASKA.

HILL-FARRELL ASSOCIATES, INC.
Land Surveyors
1402 Hudson Lane Fairbury, NE 68009 (402) 251-6100



PROJECT NO.
21/WHISPERING
TIMBERS
REPLAT 7

Hill-Farrell Associates, Inc.

Land Surveyors
Bellevue, Nebraska



July 22, 2021

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

RE: Santoro Rezoning – Whispering Timbers Estates

Dear Tammi:

Justification for the change of zoning for Whispering Timber Estates Replat 7 is to correct the zoning on a parcel which has been surrounded by Residential Development and allow for its inclusion with another Residential property and eliminate its current nonconforming zoning.

Best Regards,

Doug Hill
HILL-FARRELL ASSOCIATES, INC.

RECEIVED
JUL 22 2021
PLANNING DEPT.

Tammi Palm

From: Michelle Foss <MFoss@fontenelleforest.org>
Sent: Thursday, August 26, 2021 7:58 AM
To: Tammi Palm
Subject: Cases# Z-2107-10, S-2107-19

Ms. Palm,

I have concerns regarding erosion and siltation as a result of removing zoning designations of AG and RE on these parcels of land, and the increased likelihood of development. Beginning in 2008, field studies were done by United States Army Corps of Engineers staff to complete a Section 22 report with Fontenelle Forest and City of Bellevue. It was determined that three basins (Childs Hollow, Mill Hollow and Coffin Springs) had seen increased erosion, and the City of Bellevue has suffered increased damage to stormwater infrastructure, due to development in the watersheds. The lots in the proposal drain directly into the Childs Hollow basin identified in the study. Our concerns are the potential for increased stormwater runoff due to loss of permeable surface/increased impermeable surface, and erosion and siltation from potential construction activities directly into Childs Hollow.

I am not against development, I just want to ensure that it is responsible and sustainable.

Thank you.

Sincerely,

Michelle Foss
Director of Resource Stewardship



1111 Bellevue Blvd. North
Bellevue, NE 68005
Main Line: 402.731.3140
Extension: 1036
Fax: 402.731.2403
Fontenelleforest.org



RECEIVED
AUG 26 2021
PLANNING DEPT.

Tammi Palm

From: mkcurran0420 <mkcurran0420@gmail.com>
Sent: Thursday, August 26, 2021 4:59 PM
To: Tammi Palm
Subject: Planning Commission Meeting 8/26/2021

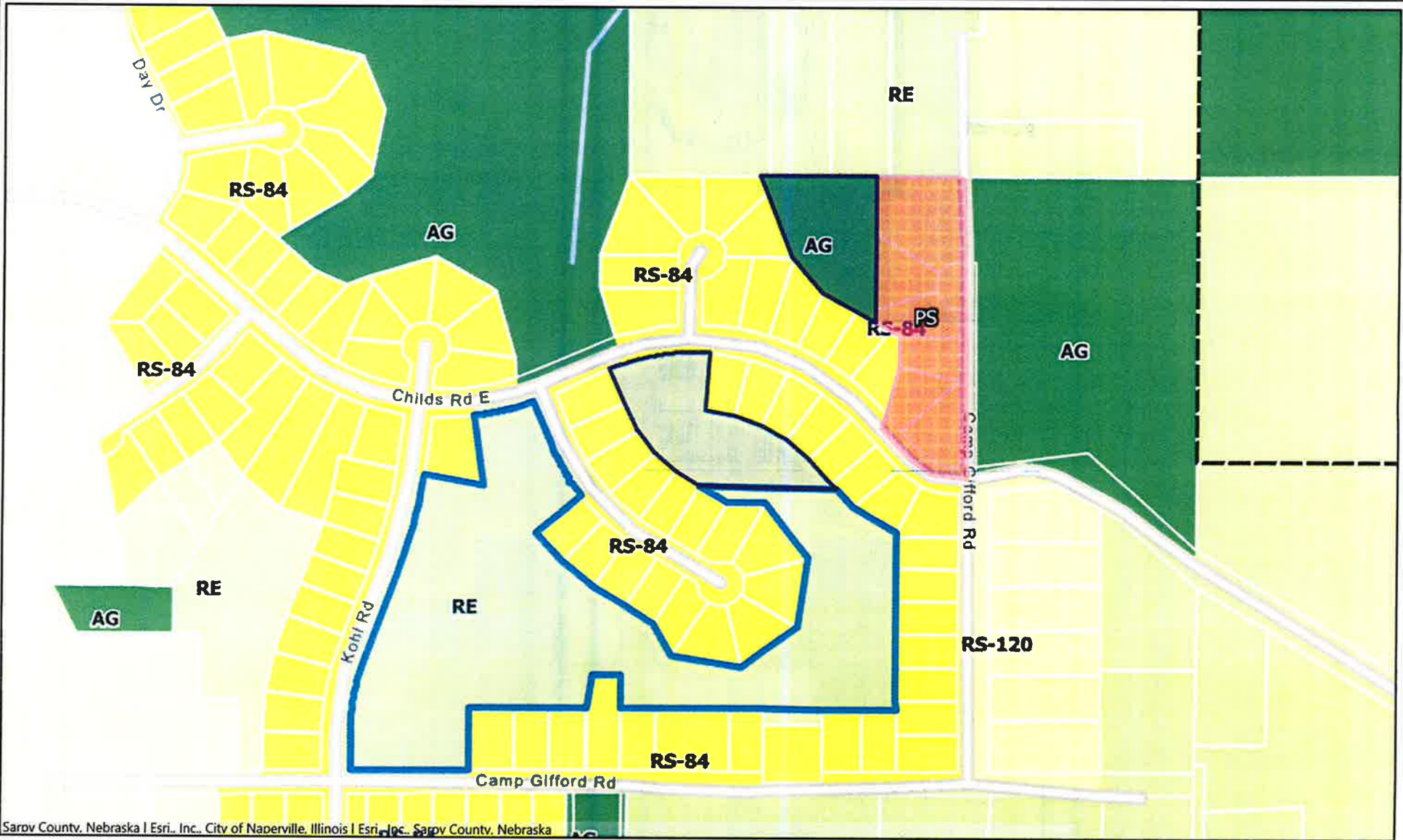
To members of the Bellevue Planning Commission:

I would like you to record my disagreement of the request to change the land in Lots 1 and 2 in Whispering Timbers Eastate to be changed from Agriculture to Residential.

The aesthetic of this neighborhood will be greatly reduced by changing this area. The land has been properly zoned for years and we see no reason that just 2 people in the neighborhood can change it. We would like to keep our neighborhood as is. If they would like a different neighborhood, they should move to a different neighborhood, not change the one we all love and enjoyed for years.

Matthew Curran
Whispering Timbers Resident

RECEIVED
AUG 26 2021
PLANNING DEPT.



Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska



Map Scale 1: 4514

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

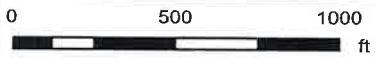


Notes





Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 9028

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



Notes



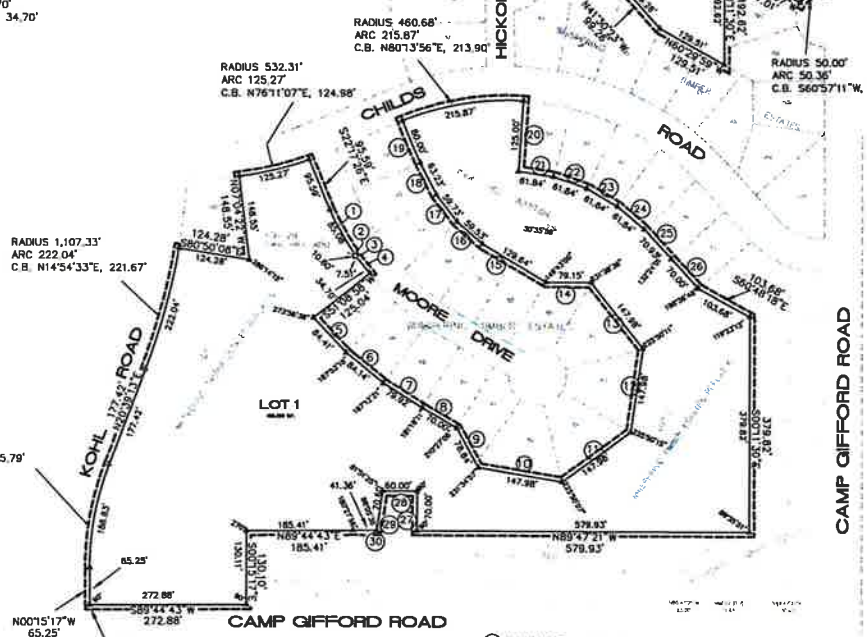
RECEIVED
 AUG 13 2021
 PLANNING DEPT.

SURVEY DCP/AB
 DRAWN PCH
 DATE 08/10/2021
 07/16/2021
 09/15/2021

WHISPERING TIMBER ESTATES REPLAT 7

LOTS 1 and 2
 BEING A REPLAT OF LOT 106, WHISPERING TIMBER ESTATES,
 LOT 1, WHISPERING TIMBER ESTATES REPLAT 6
 AND LOT 2A1, FAIR HILL ADDITION;
 NE 1/4 SEC. 23, T14N, RANGE 13 E, 6th P.M.
 CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

- 1 RADIUS 486.65', ARC 85.08'
- 2 CHORD BRNG S29°05'54"E, 84.98'
- 3 S00°11'54"E, 10.80'
- 4 S69°47'29"E, 7.51'
- 5 RADIUS 486.65', ARC 34.70'
- 6 CHORD BRNG S37°42'17"E, 34.70'
- 7 S42°47'40"E, 84.41'
- 8 S50°40'58"E, 84.14'
- 9 S57°53'19"E, 78.92'
- 10 S59°11'30"E, 70.00'
- 11 S28°44'24"E, 78.84'
- 12 S80°19'21"E, 147.88'
- 13 N51°50'32"E, 147.98'
- 14 N08°00'17"E, 147.98'
- 15 N37°49'54"W, 147.98'
- 16 N89°28'30"W, 79.15'
- 17 N59°11'30"W, 129.64'
- 18 N48°35'27"W, 59.53'
- 19 N37°27'22"W, 59.73'
- 20 N26°36'30"W, 63.23'
- 21 N23°11'30"W, 80.00'
- 22 S03°39'22"W, 125.00'
- 23 S81°03'30"E, 61.84'
- 24 S70°29'14"E, 61.84'
- 25 S59°54'58"E, 61.84'
- 26 S49°20'44"E, 61.84'
- 27 S42°20'13"E, 70.93'
- 28 S42°11'30"E, 70.00'



SURVEYOR'S CERTIFICATE

RONALD D. HILL, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PINS THE CORNERS AS SHOWN IN "WHISPERING TIMBER ESTATES REPLAT 7", BEING A REPLAT OF LOT 1, WHISPERING TIMBER ESTATES REPLAT 6 AND LOT 2A1, FAIR HILL ADDITION AND LOT 106, WHISPERING TIMBER ESTATES, LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A" (LOT 1)
 BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, WHISPERING TIMBER ESTATES REPLAT 6, THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY OF KOHL ROAD ALONG THE FOLLOWING 4 COURSES:
 1.) N00°15'17"W, 65.25 FEET 2.) NORTHERLY ALONG A CURVE TO THE RIGHT RADIUS 511.87 FEET, ARC 186.83 FEET, CHORD BEARING N10°11'58"E, 185.79 FEET 3.) N00°15'17"E, 177.42 FEET 4.) NORTHERLY ALONG A CURVE TO THE LEFT RADIUS 1107.33 FEET, ARC 222.04 FEET, CHORD BEARING N14°54'33"E, 221.87 FEET TO THE SOUTHWEST CORNER OF LOT 104, WHISPERING TIMBER ESTATES, THENCE S02°02'01"E, 124.26 FEET TO THE SOUTHWEST CORNER OF LOT 104, WHISPERING TIMBER ESTATES, THENCE N07°04'22"E, 148.55 FEET TO THE NORTHEAST CORNER OF LOT 104, WHISPERING TIMBER ESTATES, THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF CHILDS ROAD ALONG A CURVE TO THE LEFT RADIUS 532.31 FEET, ARC 125.27 FEET, CHORD BEARING N76°11'07"E, 124.88 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF MOORE DRIVE, THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY OF MOORE DRIVE ALONG THE FOLLOWING 3 COURSES: 1.) S27°17'28"E, 95.58 FEET 2.) SOUTHERLY ALONG A CURVE TO THE LEFT RADIUS 486.65 FEET, ARC 34.70 FEET, CHORD BEARING S37°42'17"E, 34.70 FEET TO THE NORTHEAST CORNER OF LOT 70, WHISPERING TIMBER ESTATES, THENCE S00°11'54"E, 10.80 FEET TO THE SOUTHWEST CORNER OF LOT 70, FAIR HILL ADDITION, THENCE S69°47'29"E, 7.51 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MOORE DRIVE, THENCE SOUTHERLY ALONG A CURVE TO THE LEFT RADIUS 486.65 FEET, ARC 34.70 FEET, CHORD BEARING S37°42'17"E, 34.70 FEET TO THE SOUTHWEST CORNER OF LOT 70, WHISPERING TIMBER ESTATES, THENCE S31°08'56"W, 125.04 FEET TO THE SOUTHWEST CORNER OF LOT 70, WHISPERING TIMBER ESTATES, THENCE S42°47'40"E, 84.41 FEET TO THE SOUTHWEST CORNER OF LOT 70, WHISPERING TIMBER ESTATES, THENCE S50°40'58"E, 84.14 FEET TO THE SOUTHWEST CORNER OF LOT 70, WHISPERING TIMBER ESTATES, THENCE S57°53'19"E, 78.92 FEET TO THE SOUTHWEST CORNER OF LOT 70, WHISPERING TIMBER ESTATES, THENCE S59°11'30"E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 70, WHISPERING TIMBER ESTATES, THENCE S28°44'24"E, 78.84 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N08°00'17"E, 147.98 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N37°49'54"W, 147.98 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N48°35'27"W, 59.53 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N59°11'30"W, 129.64 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N69°28'30"W, 79.15 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N59°11'30"W, 129.64 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N48°35'27"W, 59.53 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N37°27'22"W, 59.73 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N26°36'30"W, 63.23 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE N23°11'30"W, 80.00 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S03°39'22"W, 125.00 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S81°03'30"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S70°29'14"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S59°54'58"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S49°20'44"E, 61.84 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S42°20'13"E, 70.93 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S42°11'30"E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S03°39'22"W, 125.00 FEET TO THE POINT OF BEGINNING, DECIDED TRACT CONTAINS 486,524 SQUARE FEET.

PARCEL "B" (LOT 2)
 BEGINNING AT THE NORTHEAST CORNER OF LOT 106, WHISPERING TIMBER ESTATES, THENCE S00°11'54"E, 10.80 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING TIMBER ESTATES, THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT RADIUS 50.00 FEET, CHORD BEARING S62°37'11"W, 46.26 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING TIMBER ESTATES, THENCE N37°54'07"W, 157.01 FEET TO THE NORTHWEST CORNER OF LOT 107, WHISPERING TIMBER ESTATES, THENCE S00°11'54"E, 10.80 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING TIMBER ESTATES, THENCE N07°04'22"E, 148.55 FEET TO THE NORTHEAST CORNER OF LOT 46, WHISPERING TIMBER ESTATES, THENCE N42°02'27"W, 98.26 FEET TO THE NORTHWEST CORNER OF LOT 45, WHISPERING TIMBER ESTATES, THENCE N02°42'03"W, 188.55 FEET TO THE NORTHWEST CORNER OF LOT 41, WHISPERING TIMBER ESTATES, THENCE S00°00'00"E, 418.40 FEET TO THE POINT OF BEGINNING, DECIDED TRACT CONTAINS 80,524 SQUARE FEET.

COUNTY TREASURER'S CERTIFICATION
 THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATE _____
 COUNTY TREASURER _____

APPROVAL OF BELLEVUE PLANNING COMMISSION
 THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 7" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____, 2021.

BELLEVUE PLANNING COMMISSION _____

APPROVAL OF BELLEVUE CITY COUNCIL
 THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 7" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____, 2021. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST: CITY CLERK _____ MAYOR _____

REVIEW BY SARPY COUNTY PUBLIC WORKS
 THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 7" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____, 2021.

SARPY COUNTY SURVEYOR/ENGINEER _____

ACKNOWLEDGMENT OF NOTARY
 STATE OF NEBRASKA } SS
 COUNTY OF SARPY }
 ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED: GREGORY S. DENNIS AND SHERI E. DENNIS, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DO ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

ATTEST: _____ NOTARY PUBLIC

DATE _____
 RONALD D. HILL NEBRASKA L.S. NO. 373

DEDICATION
 I, TODD A. SANTORO AND TONI L. KAVAJI SANTORO, AND GREGORY S. DENNIS AND SHERI E. DENNIS, AS THE TRUSTEES OF THE G & S DENNIS FAMILY TRUSTING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO A LOT TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "WHISPERING TIMBER ESTATES REPLAT 7", AND WE DO HEREBY RAFFIY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK COMMUNICATIONS INTERNATIONAL, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBSERVED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREON, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES, AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS, AND PERMANENT BULKHEADS, TREES, RETAINING WALLS OR LOGS, ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES OF THE RIGHTS HEREBY GRANTED. IN WITNESS WHEREOF, WE DO HEREBY SET OUR HANDS THIS _____ DAY OF _____, 2021.

TODD A. SANTORO _____ TONI L. KAVAJI SANTORO _____ GREGORY S. DENNIS _____ SHERI E. DENNIS _____

ACKNOWLEDGMENT OF NOTARY
 STATE OF NEBRASKA } SS
 COUNTY OF SARPY }
 ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED: TODD A. SANTORO AND TONI L. KAVAJI SANTORO, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DO ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

ATTEST: _____ NOTARY PUBLIC

SURVEY DCP/AB
 DRAWN PCH
 DATE 08/10/2021
 07/16/2021
 09/15/2021
 WHISPERING TIMBER ESTATES REPLAT 7
 SMALL SUBDIVISION PLAT
 NE 1/4 SEC. 23, T14N, R13E, OF THE 6TH P.M.
 SARPY COUNTY, NEBRASKA.

HILL-FARRELL ASSOCIATES, INC.
 Land Surveyors
 14402 Maple Lawn Road Bellevue, NE 68005 (402) 281-1100



PROJECT NO. 21/WHISPERING TIMBER ESTATES REPLAT 7

ORDINANCE NO. 4056

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 HICKORY CIRCLE AND CHILDS ROAD EAST, 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:

Lot 1, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timbers Estates, Lot 1, Whispering Timber Estates Replat 6, and Lots 2A1, Fair Hill Addition, all located in the Northeast ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RE (Residential Estates) to RE (Residential Estates); AND

Lot 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timbers Estates, Lot 1, Whispering Timber Estates Replat 6, and Lots 2A1, Fair Hill Addition, all located in the Northeast ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural District) and RS-84-PS (Single Family Residential – 8400 Square Foot Zone – Planned Subdivision) to RS-84-PS (Single Family Residential – 8400 Square Foot Zone-Planned Subdivision)

(Todd Santoro)

Section 2. This ordinance shall not take effect until such time as the final plat of Whispering Timber Estates Replat 7 is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 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 _____, 2021.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 09/07/2021
Second Reading: _____
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13g.
09/07/2021

COUNCIL MEETING DATE: 09/07/2021	SUBMITTED BY: Ashley Decker	HR Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Compensation Ordinance

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect pay ranges for employees of the City that are covered under approved collective bargaining agreements and those positions that are unclassified. The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. This change is due to recent bargaining with various unions for new collective bargaining agreements that added or removed positions, as well as removal of the grading system of classifications.

FISCAL IMPACT: BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Compensation Ordinance 4057

ATTACHMENTS:

1. Ordinance No. 4057	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. [Signature]

[Signature]

[Signature]

ORDINANCE NO. 40574038

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 40383997; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. Civilian Employees Association of Bellevue (Civilian Non-Management)

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

B. Bellevue Professional Management Association (Management and Professional)

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

Section 2. Appointed Officials Range (monthly)
City Administrator By Contract
City Clerk \$5,665 - \$8,164

Treasurer \$305 - \$385

Section 2a. Unclassified Range (monthly)

Ambulance Billing Account Manager	\$4,980 - \$6,684
Assistant City Attorney	\$ 6,848 - \$10,119
Assistant Police Chief	\$ 7,823 - \$ 9,916
City Attorney	\$8,750 - \$11,364
Community Development Director	By Contract
<u>Community Relations Media Coordinator</u>	<u>\$5,866 - \$7,925</u>
Acctg, Reporting & Compliance Manager	\$6,458 - \$ 9,032
Deputy Director Parks & Rec	\$ 5,935 - \$ 8,642
Finance Director	\$7,942 - \$ 11,248
Fire Chief	\$8,304 - \$ 11,534
Human Resources Coordinator <u>Generalist</u>	\$4,241 - \$ 6,488
Human Resources Director	\$7,108 - \$ 10,662
Human Services Manager	\$ 4,489 - \$ 6,053
Manager of Engineering Services	\$7,353 - \$ 10,057
Library Director	\$7,190 - \$ 9,887
Planning Manager	\$6,315 - \$ 8,693
Police Chief	\$8,708 - \$12,012
Public Works Director	\$8,538 - \$11,813
Public Works Engineer II	\$6,238 - \$8,791
Risk Manager	\$5,562 - \$7,498

Section 2b. Unclassified Range (hourly)

CATV Specialist	\$22.09 - \$30.38
Executive Secretary	<u>\$25.09</u> 23.24 - <u>\$33.26</u> 31.66
Emergency Medical Services Supervisor	\$40.16 - \$51.56
<u>Human Resources Assistant</u>	<u>\$22.60 - \$30.61</u>
Sr. HRIS/Payroll Specialist	\$23.90 - \$32.97

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Beginning October 1, 2022, in order to maintain competitive market pay, the wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year.

Section 3. Bellevue Police Officers Association

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

Section 4. Bellevue Police Command Staff Association

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

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$8,041 - \$ 10,482

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

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

Section 6. Seasonal:

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

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

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

<u>Unclassified Part-Time Positions</u>	<u>Range (hourly)</u>
Part-Time Administrative Intern Position:	\$9.00 to \$12.00

Section 7a. Bellevue Professional Firefighters Association (Part-Time Firefighters)

<u>Job Classification</u>	<u>Range (hourly)</u>
Firefighters	By Contract

Section 8. That Ordinance 3997 is hereby repealed.

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

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

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

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

PASSED AND APPROVED THIS _____ day of _____, 2021.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
09/07/2021

COUNCIL MEETING DATE: 08/17/2021		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve the Redevelopment Plan for Lot 7, Tiller's 4th Addition. Applicant: Freedom Village, LLC General Location: 1811 Hillcrest Drive.

SYNOPSIS/BACKGROUND:

Freedom Village, LLC is requesting approval of a redevelopment plan for Lot 7, Tiller's 4th Addition. The 6.18 acres site is located at the northeast corner of Hillcrest Drive and Highway 370. The plan proposes redevelopment of the existing property by rezoning the lot to be developed into a 55 and older senior living community. The community will consist of seven 4-plex single family garden homes between 1,050 to 1,287 square feet each with a garage; and a four-story apartment building with 28 units, each unit between 850 and 990 square feet. As part of the redevelopment plan, the applicant is requesting approval of \$4,401,173 in Tax Increment Financing.

FISCAL IMPACT: BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Commission and Planning Department are both recommending approval of this Redevelopment Plan.

ATTACHMENTS:

1. PC Recommendation
2. Staff Memo
3. Resolution 2021-26
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roblin
Tammi Palm
SMU JLG



City of Bellevue
Planning Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3026

MEMORANDUM

To: City Council Members
Mayor Rusty Hike
City Administrator Jim Ristow

FROM: Angela Curry, Assistant Planning Manager

DATE: July 26, 2021

RE: Proposed Redevelopment Plan for 1811 Hillcrest Drive

Attached for your review and recommendation is the Redevelopment Plan for Freedom Village, LLC. This plan proposes the redevelopment of the vacant property of Lot 7, Tiller's 4th Addition. This area was previously designated as blighted and substandard by Resolution 2007-09, which was approved by the City Council on March 12, 2007. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The site is approximately 6.18 acres in size and consists of one lot located on the northeast corner of Hillcrest Drive and Highway 370. The lot is undeveloped with concrete parking areas, along the west side of the property along Hillcrest Drive and along the south side abutting Highway 370. The property lacks improvements and has been vacant for many years.

The applicant is proposing redevelopment of the property by rezoning the existing lot to be developed into a 55 and older senior living community. The community will consist of seven 4-plex single family garden homes between 1,050 to 1,287 square feet each with a garage; and a four-story apartment building with 28-units, each unit between 850 and 990 square feet.

The applicant indicates a large retaining wall will be repaired, a broken parking lot will be removed to install new off-street parking, and the access from Harlan Drive will be closed off.

The applicant is estimating the property's valuation to be \$12,500,000 upon completion.

The Redevelopment Plan states there is approximately \$4,401,173 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF to fund \$2,609,077 of the expenses. The breakdown of costs and data supporting the payback of TIF expenditures is attached to the Redevelopment Plan for your review.

The Planning Department believes this project will be a benefit to the city through the improvement of a blighted and substandard area that has remained vacant and underutilized.

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

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends approval of the Freedom Village, LLC Redevelopment Plan based on the elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment along the Harlan Drive corridor.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Freedom Village, LLC Redevelopment Plan based on the elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment along the Harlan Drive corridor.

RESOLUTION 2021-26

WHEREAS, Freedom Village, LLC, is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described as Lot 7 Tiller's 4th Addition, Sarpy County, Nebraska ("Redevelopment Project Area"); and

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

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

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

WHEREAS, the Redevelopment Plan anticipates the redevelopment of land with new residential units to be used for multi-family residential use, and other property improvements as shown in Exhibit "A" (the "Redevelopment Project"); and

WHEREAS, the Redevelopment Plan contemplates that the Redevelopment Project shall be the sole responsibility of, and shall be undertaken and completed at the sole cost and expense of Freedom Village, LLC.; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$11,820,000 increase in the current assessed valuation of the Redevelopment Project Area, and will also enhance the potential for increases in commercial and other desired development within the surrounding vicinity of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan contemplates that pursuant to the covenants, terms and conditions of a redevelopment agreement among the City, Freedom Village, LLC and such other parties as shall be appropriate, the City will issue such appropriate tax increment financing instruments as City shall deem to be appropriate, at the cost of Freedom Village, LLC., in an amount not to exceed the principal sum of \$4,401,173 which, if fully paid, will reimburse Freedom Village, LLC for costs incurred in furtherance of those eligible Project improvements that are identified in the Plan and the Redevelopment Agreement from the increase in ad valorem real estate taxes levied upon the Redevelopment Project Area over a period of not more than fifteen (15) years from the effective date of the Redevelopment Plan as contemplated by the Act; and

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

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

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

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

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

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

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

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

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

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

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

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

2. That, subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Freedom Village, LLC, and such other parties as

shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS 7TH DAY OF September, 2021.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



FREEDOM VILLAGE

THE REDEVELOPMENT PLAN FOR AN ADULT ACTIVE COMMUNITY AT 1811 HILLCREST DRIVE, LOT 7, TILLER'S 4TH ADDITION, BELLEVUE, NE

JUNE 18, 2021

SUBMITTED BY:

Applicant:

Freedom Village, LLC

1902 Harlan Drive, Bellevue, NE 68005

Attorney:

Larry A. Jobeun

Fullenkamp Jobeun Johnson & Beller, LLP

11440 West Center Road, Omaha, NE 68144

Introduction:

This redevelopment plan proposes to develop 1811 Hillcrest Drive in Bellevue Nebraska, Sarpy County, legally described in **Exhibit A** attached hereto, into an age 55 and older, active adult community. The redevelopment site is immediately to the east of Hillcrest Health and Rehabilitation (post-acute rehab and long-term care of 151 occupants) and south of Harmony Court (independent living for over 100 aging adult occupants) and east of Hillcrest Home Care and Hospice and Innovate Rehab and Wellness. This redevelopment compliments the existing neighborhood of housing and services for aging adults 55 years and older.

The new Freedom Village can be described as a small community of people who desire to live in a 'lock and leave' homestyle environment. Freedom Village consists of two living options. The first is designed as a 4-plex single family garden home (28 homes total). Each ranch style home size is 1050 SF to 1287 SF. Each home has a garage, two bedrooms or bedroom with den, two bathrooms, kitchen, living room, laundry and storage space. The homes face a large green community space that will feature a fire pit area, gazebo reading/conversation area, and BBQ grill with outdoor covered dining area. In addition, Freedom Village will feature a fenced-in dog park and designated garden plots.

The second living option entails a small apartment building featuring 28 individual apartments. Apartments will range in size from 850 SF to 990 SF and have one bedroom with bath, or one bedroom with den, laundry, kitchen, storage, and a balcony/patio. The entry level of the intimate apartment building faces the large open courtyard space and offers a clubhouse for Freedom Village residents. Within the clubhouse is a fireplace room, large group gathering area with a kitchen, and a fitness center. The onsite property manager will have a sales office near the clubhouse. Refer to **Exhibit B** for the Site Plan and apartment renderings.

Site History:

The redevelopment site contains approximately 6.1 acres of vacant land. It was originally farm ground until the early 1970's when a local family developed it into a hotel. The hotel had a number of owners over the years, and in 2008 the then-owner tried to expand the hotel into a water park. That project was ultimately unsuccessful, leaving the ground with a closed and outdated hotel. The Applicant bought the property in 2000 with the understanding that the site was TIF eligible.

The site does pose certain challenges. There is a large elevation change from the property to the east on the northern end on the site. Additionally, an installed retaining wall was customized and designed around the water park that was to be built and is in need of rehabilitation. Finally, the site will need to have an access from Harlan Drive closed off, several yards of broken parking lot removed, new off-street parking installed, all new landscaping, and total re-grading. All utilities will have to be brought from the street.

Site Zoning and Land Use:

The redevelopment site is currently zoned BG – Business General. The Applicant plans to rezone the site as RG-20–PS General Residential, which permits high density multifamily

housing. As previously described, the Applicant plans to develop the existing site into 28 independent adult living conjoined garden homes and a four-story, 28-unit apartment building on the south side of the campus along Harlan Drive. The development will also feature numerous community amenities, including, but not limited to, fire pit, picnic area with grill, dog park, covered reading and relaxation area, and extensive community green space.

Utilities and Infrastructure:

Currently, utility services are located within the public rights-of-way adjacent to the property. However, the Applicant will be incurring costs to improve the entryway to the site and parking along Hillcrest Drive per the Site Plan attached hereto as **Exhibit B**. Additional utility services and public facilities will be added as required by the redevelopment plans and as required by the City.

The Applicant will use TIF to fund the eligible acquisition, site preparation, and public improvement costs as outlined in **Exhibit C** (collectively, the “TIF Eligible Expenses”).

TIF Compliance:

The Applicant’s request meets the necessary requirements for consideration under the Nebraska Community Redevelopment Act. The project will provide attractive new housing for individuals aged 55 and older in the community. The TIF proceeds will be used to cover TIF Eligible Expenses. Additionally, the project will add positive economic growth to the City of Bellevue through new construction jobs. Furthermore, as set forth in the financial proforma attached hereto as **Exhibit D**, the up-front costs associated with the acquisition and development of the proposed site would be prohibitively high without the use of TIF. Therefore, the Applicant requests TIF to help offset the costs in order to make this redevelopment viable.

Substandard and Blighted:

The Nebraska Community Redevelopment Law requires that the site be “Substandard” as defined under Neb. Rev. Stat. Section 18-2103(31) and “Blighted” as defined under Neb. Rev. Stat. 18-2103(3), subsections (a) and (b). The area meets the requirements of the Community Development Law to be declared blighted and substandard by the City of Bellevue and the City declared the same pursuant to Resolution No. 2010-37 dated November 23, 2010, and Resolution NO. 2013-22 dated July 8, 2013.

The cost of the acquisition, public improvements and other TIF eligible expenses are estimated to be \$4,401,173. The itemized cost-breakdown of the TIF eligible expenses is attached hereto as **Exhibit C**. The approval of this redevelopment plan will facilitate the rehabilitation of the proposed site by creating the opportunity for TIF to be used as a financing method to cover some of the TIF eligible expenses.

The Sarpy County assessor shall determine the redevelopment project valuation based upon the fair market valuation of the parcel(s) as of January 1 of the year prior to the year that

the ad valorem taxes are to be divided. The proposed valuation upon full build-out of the site is expected to be approximately \$12,500,000, based upon the site plan attached hereto as **Exhibit B**.

Financing:

The estimated assessed value of the project upon completion is estimated to be \$12,500,000. Consequently, the project will support the TIF request in the maximum principal amount of \$2,609,077, with interest accruing at the rate of 4.50% per annum. The amortization schedule is attached hereto as **Exhibit E**. The remaining project costs will be paid through equity and debt financing.

TIF Cost Benefit Analysis:

The proposed multi-family project provides for development in the area of the City that has remained relatively undeveloped and underutilized. Because of the high cost associated with the development of the project, the rate of return to the Applicant in developing this property is marginal and unacceptable to the Applicant without the use of TIF to defray the TIF Eligible Expenses. It is necessary to implement innovative financing approaches to be used to encourage redevelopment and to support the potential growth that will occur as a result of this and other improvements that are likely to follow within the surrounding area. The following are a list of benefits from the redevelopment of this area through the use of TIF:

- 1) No community public service needs will be generated as a result of this project. The proposed TIF will be used, in part, to offset infrastructure and building improvement costs that are eligible for TIF.
- 2) The use of TIF will not result in tax shifts. The current level of taxes will continue to flow to the current taxing authorities and only the increased value of revenues resulting from the improvements will be applied to the cost of the improvements through the use of TIF
- 3) The development of this site will have a positive impact on employers and employees in the immediate area outside of the site. The architecture and material choices of the project will be aesthetically pleasing, which will result in a positive impact to the traffic in the surrounding area.
- 4) The development of this site will provide additional rental housing in the part of the City.
- 5) The development project would not be economically feasible and would not occur within the proposed site without the use of TIF.
- 6) The project site is to be re-zoned for housing (RG-20-PS) and meets the requirements of the City's Comprehensive Development Plan and City Ordinances as well as the Nebraska Community Redevelopment Law that establishes the process and requirements for the approval of this plan.

Based upon the abovementioned, the applicant respectfully requests TIF in the principal amount of \$2,609,077.

Respectfully Submitted,

Freedom Village, LLC

Exhibit A

LEGAL DESCRIPTION

Lot 7, Tiller's 4th Addition, a Subdivision as surveyed, platted and recorded in Sarpy County,
Nebraska.

Parcel Number: 010449779

Exhibit B
SITE PLAN AND
PROJECT RENDERINGS

(Attached Hereto)



2021-05-14

SCHEMATIC DESIGN
FREEDOM VILLAGE



2021-05-14

VIEW 1 - LOOKING EAST TO READING STRUCTURE AND NEIGHBORHOOD GREEN
FREEDOM VILLAGE



2021-05-14

VIEW 3 - LOOKING SOUTHWEST TO APARTMENT BUILDING
FREEDOM VILLAGE

15



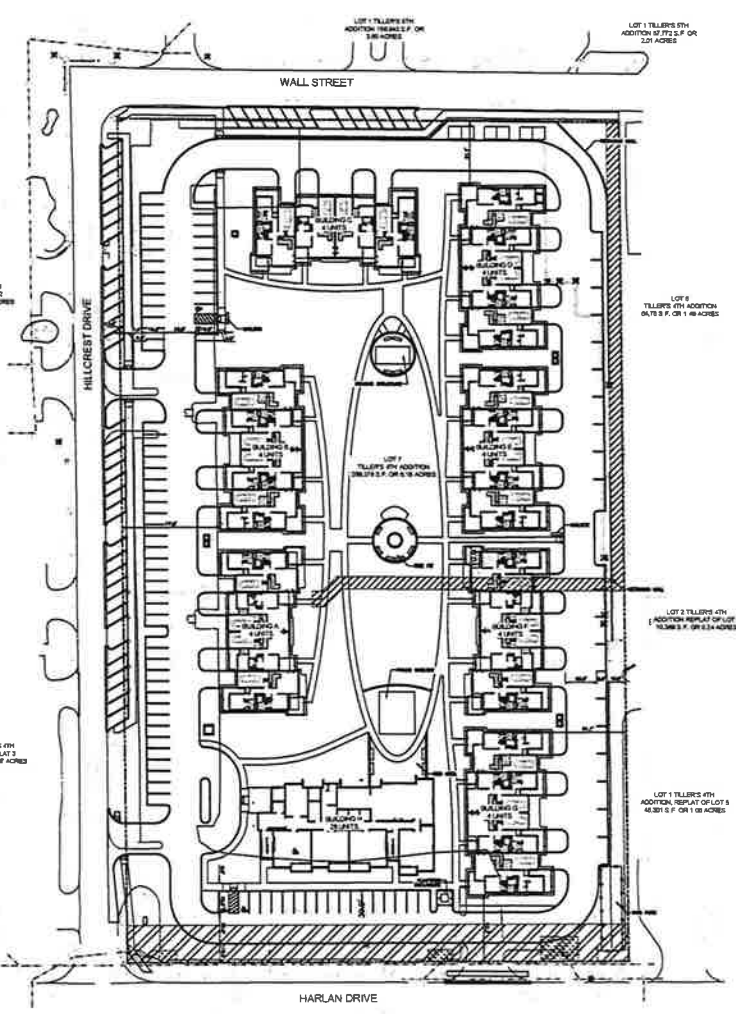
2021-05-14

VIEW 4 - APARTMENT BUILDING ENTRY
FREEDOM VILLAGE

19



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SITE SUMMARY

EXISTING ZONING: R30 PROPOSED ZONING: R30-30-F

ITEM	REQUIRED	PROVIDED
TOTAL SITE SIZE	2.5124 ACRES (111,688 S.F.)	4.1682 ACRES (181,374 S.F.)
RETRACTOR	FRONT YARD: 30' REAR YARD: 30' SIDE YARD: 5' (STREET SIDE) TRUCK: 10'	FRONT YARD: 41' (200') REAR YARD: 31' (200') SIDE YARD: 10' (200') TRUCK: 10' (200')
MINIMUM COVERAGE	30% MAX.	30%
BUILDING HEIGHT	10'	40'-0\"/>

SEE PG. 18 FOR SETBACK REQUIREMENTS.

- NOTES:**
1. ALL CONCRETE SHALL BE PORTLAND CEMENT CONCRETE (PCC) AS REQUIRED BY SITE. SITE WORKING DESIGN IS PROVIDED FOR APPROVAL. ALL PROVISIONS FOR BELLEVUE MUNICIPAL CODE, CHAPTER 14, ARTICLE 14.04, SHALL APPLY.
 2. THE LIST OF SERVICES FOR THIS SITE INCLUDE THE FOLLOWING:
 - a. CONCRETE FOR SIDEWALKS
 - b. PAVING FOR DRIVEWAYS
 - c. PAVING FOR DRIVEWAYS
 - d. PAVING FOR DRIVEWAYS
 - e. PAVING FOR DRIVEWAYS
 - f. PAVING FOR DRIVEWAYS

GARDEN HOME SUMMARY

BUILDING NO.	TYPE	TOTAL UNITS	SINGLE UNITS
1	2-BED	1	1
2	2-BED	1	1
3	2-BED	1	1
4	2-BED	1	1
5	2-BED	1	1
6	2-BED	1	1
7	2-BED	1	1
8	2-BED	1	1
9	2-BED	1	1
10	2-BED	1	1
11	2-BED	1	1
12	2-BED	1	1
13	2-BED	1	1
14	2-BED	1	1
15	2-BED	1	1
16	2-BED	1	1
17	2-BED	1	1
18	2-BED	1	1
19	2-BED	1	1
20	2-BED	1	1
21	2-BED	1	1
22	2-BED	1	1
23	2-BED	1	1
24	2-BED	1	1
25	2-BED	1	1
26	2-BED	1	1
27	2-BED	1	1
28	2-BED	1	1
29	2-BED	1	1
30	2-BED	1	1
31	2-BED	1	1
32	2-BED	1	1
33	2-BED	1	1
34	2-BED	1	1
35	2-BED	1	1
36	2-BED	1	1
37	2-BED	1	1
38	2-BED	1	1
39	2-BED	1	1
40	2-BED	1	1
41	2-BED	1	1
42	2-BED	1	1
43	2-BED	1	1
44	2-BED	1	1
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46	2-BED	1	1
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61	2-BED	1	1
62	2-BED	1	1
63	2-BED	1	1
64	2-BED	1	1
65	2-BED	1	1
66	2-BED	1	1
67	2-BED	1	1
68	2-BED	1	1
69	2-BED	1	1
70	2-BED	1	1
71	2-BED	1	1
72	2-BED	1	1
73	2-BED	1	1
74	2-BED	1	1
75	2-BED	1	1
76	2-BED	1	1
77	2-BED	1	1
78	2-BED	1	1
79	2-BED	1	1
80	2-BED	1	1
81	2-BED	1	1
82	2-BED	1	1
83	2-BED	1	1
84	2-BED	1	1
85	2-BED	1	1
86	2-BED	1	1
87	2-BED	1	1
88	2-BED	1	1
89	2-BED	1	1
90	2-BED	1	1
91	2-BED	1	1
92	2-BED	1	1
93	2-BED	1	1
94	2-BED	1	1
95	2-BED	1	1
96	2-BED	1	1
97	2-BED	1	1
98	2-BED	1	1
99	2-BED	1	1
100	2-BED	1	1

APARTMENT UNIT BREAKDOWN (BUILDING #)

BUILDING	TYPE	NUMBER OF UNITS
1	2-BED	1
2	2-BED	1
3	2-BED	1
4	2-BED	1
5	2-BED	1
6	2-BED	1
7	2-BED	1
8	2-BED	1
9	2-BED	1
10	2-BED	1
11	2-BED	1
12	2-BED	1
13	2-BED	1
14	2-BED	1
15	2-BED	1
16	2-BED	1
17	2-BED	1
18	2-BED	1
19	2-BED	1
20	2-BED	1
21	2-BED	1
22	2-BED	1
23	2-BED	1
24	2-BED	1
25	2-BED	1
26	2-BED	1
27	2-BED	1
28	2-BED	1
29	2-BED	1
30	2-BED	1
31	2-BED	1
32	2-BED	1
33	2-BED	1
34	2-BED	1
35	2-BED	1
36	2-BED	1
37	2-BED	1
38	2-BED	1
39	2-BED	1
40	2-BED	1
41	2-BED	1
42	2-BED	1
43	2-BED	1
44	2-BED	1
45	2-BED	1
46	2-BED	1
47	2-BED	1
48	2-BED	1
49	2-BED	1
50	2-BED	1
51	2-BED	1
52	2-BED	1
53	2-BED	1
54	2-BED	1
55	2-BED	1
56	2-BED	1
57	2-BED	1
58	2-BED	1
59	2-BED	1
60	2-BED	1
61	2-BED	1
62	2-BED	1
63	2-BED	1
64	2-BED	1
65	2-BED	1
66	2-BED	1
67	2-BED	1
68	2-BED	1
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81	2-BED	1
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87	2-BED	1
88	2-BED	1
89	2-BED	1
90	2-BED	1
91	2-BED	1
92	2-BED	1
93	2-BED	1
94	2-BED	1
95	2-BED	1
96	2-BED	1
97	2-BED	1
98	2-BED	1
99	2-BED	1
100	2-BED	1

PARKING SUMMARY

STALL TYPE	STALLS
STANDARD STALLS	100
ADA STALLS	2
GARAGE STALLS	10
GARDEN STALLS BY OWNER	10
TOTAL STALLS	122

STANDARD STALLS: 100 STALLS
 ADA STALLS: 2 STALLS
 TOTAL STALLS: 102 STALLS



EASEMENT LEGEND

	CONCRETE DRIVEWAY TO BE CONSTRUCTED BY THE OWNER AT THE OWNER'S EXPENSE. THIS DRIVEWAY SHALL BE 10' WIDE AND 10' DEEP. IT SHALL BE LOCATED AS SHOWN ON THIS PLAN.
	EXISTING UTILITY LINES. SEE NOTES FOR DEPTHS AND LOCATIONS.
	EXISTING CONCRETE DRIVEWAY TO BE REPAIRED BY THE OWNER AT THE OWNER'S EXPENSE. THIS DRIVEWAY SHALL BE 10' WIDE AND 10' DEEP. IT SHALL BE LOCATED AS SHOWN ON THIS PLAN.
	EXISTING SIDEWALK TO BE REPAIRED BY THE OWNER AT THE OWNER'S EXPENSE. THIS SIDEWALK SHALL BE 6' WIDE AND SHALL BE LOCATED AS SHOWN ON THIS PLAN.

LANTZ-BOGGIO
 Architects & Interior Designers
 1811 HILLCREST DRIVE, BELLEVUE, NE 68005

TD2 Preliminary Drawing & Approval
 1811 Hillcrest Drive, Bellevue, NE 68005
 NE 1811 Hillcrest Drive, Bellevue, NE 68005

FREEDOM VILLAGE

1811 HILLCREST DRIVE, BELLEVUE, NE 68005

PRELIMINARY

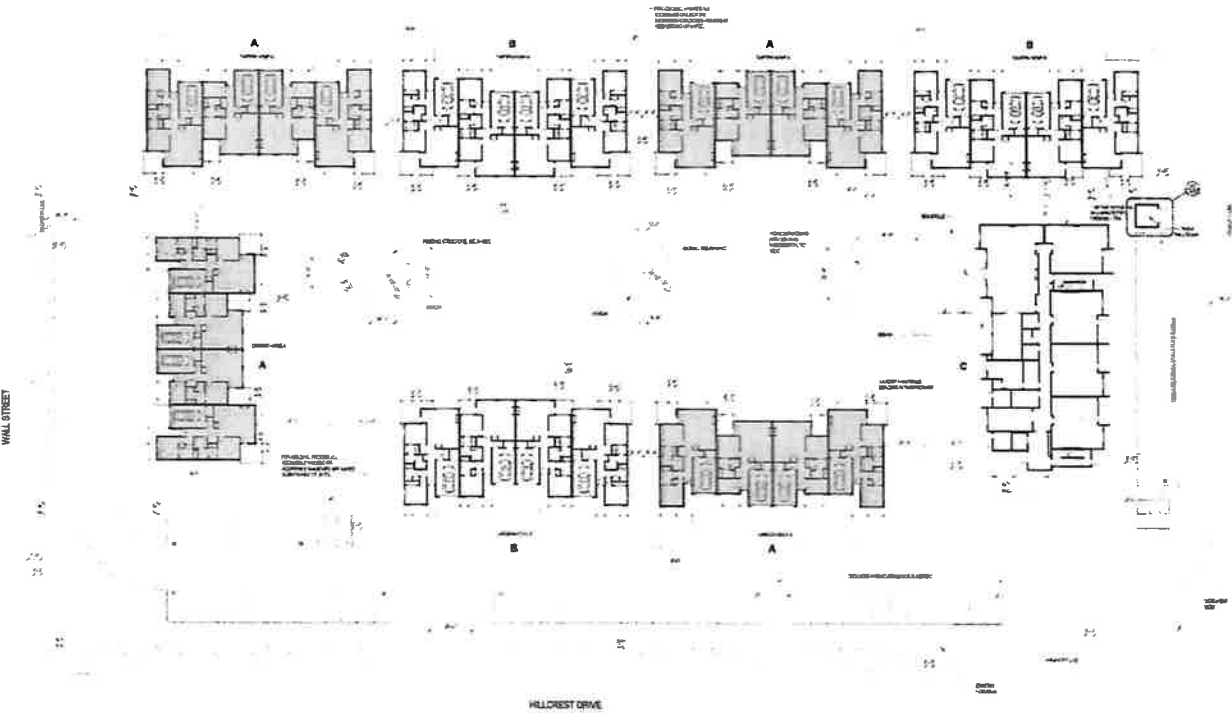
Overall Site Plan

C0.1

NOT FOR CONSTRUCTION

FREEDOM VILLAGE - GARDEN HOME A

1811 HILLCREST DRIVE, BELLEVUE, NE 68005



SITE PROGRAM

- 25 GARDEN HOMES
- 18 APARTMENTS
- 26 GARAGE PARKING SPACES AT GARDEN HOMES
- 28 DRIVEWAY PARKING SPACES AT GARDEN HOMES
- 31 SURFACE PARKING REGULAR STALLS
- 4 ACCESSIBLE PARKING
- 95 TOTAL SURFACE PARKING (REGULAR STALLS + ACCESSIBLE PARKING)

A 4 PLEX GARDEN HOME*

- (2) 180+18A+128H+1 CAR GARAGE AT 1226 SF
- (2) 280+28A+1 CAR GARAGE AT 1239 SF
- *AREAS DO NOT INCLUDE GARAGE

B 4 PLEX GARDEN HOME*

- (2) 280+28A+1 CAR GARAGE AT 1239 SF
- (2) 280+28A+1 CAR GARAGE AT 1239 SF
- *AREAS DO NOT INCLUDE GARAGE

C APARTMENT BUILDING (4 LEVELS)

- (2) 180+18A APARTMENTS AT 846 SF
- (7) 180+18A APARTMENT AT 988 SF
- 1470 SF COMMUNITY ROOM ON LEVEL 1
- 430 SF IDEAL ROOM ON LEVEL 1

A1 SITE PLAN
17.12.2018

HILL STREET

HILLCREST DRIVE

PRELIMINARY

NOT FOR CONSTRUCTION

ARCHITECTURAL SITE PLAN

A-101.A

NOT FOR CONSTRUCTION

1:1/8" = 1'-0"

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/15/2023
2	ISSUED FOR PERMIT	01/15/2023
3	ISSUED FOR PERMIT	01/15/2023
4	ISSUED FOR PERMIT	01/15/2023
5	ISSUED FOR PERMIT	01/15/2023
6	ISSUED FOR PERMIT	01/15/2023
7	ISSUED FOR PERMIT	01/15/2023
8	ISSUED FOR PERMIT	01/15/2023
9	ISSUED FOR PERMIT	01/15/2023
10	ISSUED FOR PERMIT	01/15/2023
11	ISSUED FOR PERMIT	01/15/2023
12	ISSUED FOR PERMIT	01/15/2023
13	ISSUED FOR PERMIT	01/15/2023
14	ISSUED FOR PERMIT	01/15/2023
15	ISSUED FOR PERMIT	01/15/2023
16	ISSUED FOR PERMIT	01/15/2023
17	ISSUED FOR PERMIT	01/15/2023
18	ISSUED FOR PERMIT	01/15/2023
19	ISSUED FOR PERMIT	01/15/2023
20	ISSUED FOR PERMIT	01/15/2023



D1 EXTERIOR ELEVATION - SIDE



C1 EXTERIOR ELEVATION - SIDE



B1 EXTERIOR ELEVATION - GARAGE SIDE



A1 EXTERIOR ELEVATION FACING PARK

LANTZ-BOGGIO ARCHITECTS & INTERIORS

FREEDOM VILLAGE - GARDEN HOME A

1811 HILLCREST DRIVE, BELLEVUE, NE 68005

NO.	DATE	DESCRIPTION

NO.	DATE	DESCRIPTION

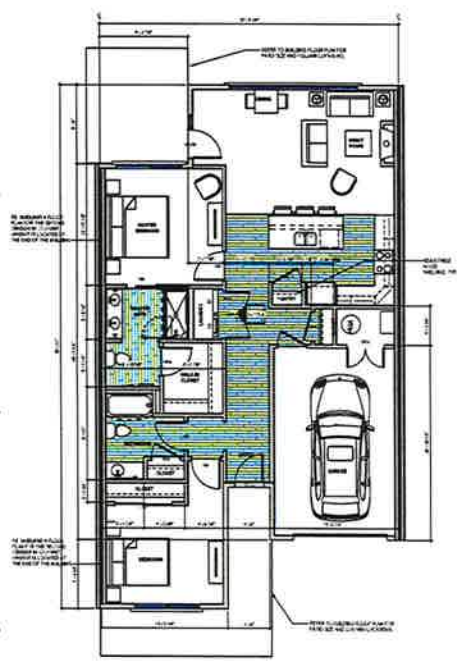
PRELIMINARY

NOT FOR CONSTRUCTION

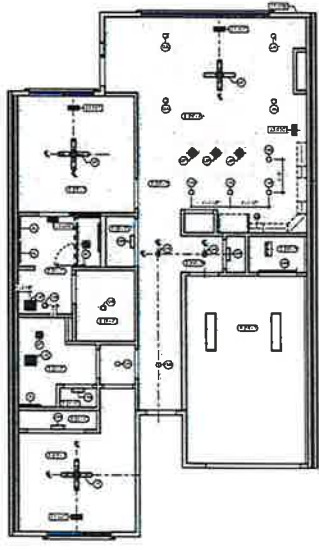
EXTERIOR ELEVATIONS

A-401.A

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF ALL WORK ARE IN ACCORDANCE WITH THE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



A1 ENLARGED UNIT PLAN - UNIT C1.0



A3 ENLARGED UNIT RCP - UNIT C1.0

FINISH GENERAL NOTES

1. FINISHES SHALL BE IN ACCORDANCE WITH THE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
2. ALL FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
3. ALL FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
4. ALL FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.

FINISH WORKING NOTES

1. FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.

FLOOR FINISH COLOR LEGEND

1. FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.

CEILING PLAN GENERAL NOTES
BLDG A AND B

1. CEILING FINISHES SHALL BE IN ACCORDANCE WITH THE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
2. ALL CEILING FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
3. ALL CEILING FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
4. ALL CEILING FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.

CEILING PLAN SYMBOLS LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(Symbol)	CEILING FINISH	(Symbol)	RECESSED LIGHT
(Symbol)	CEILING FINISH	(Symbol)	RECESSED LIGHT
(Symbol)	CEILING FINISH	(Symbol)	RECESSED LIGHT
(Symbol)	CEILING FINISH	(Symbol)	RECESSED LIGHT

CEILING TYPE LEGEND

1. CEILING FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.

LANTZ-BOGGIO
ARCHITECTS & PLANNERS
1101 Hillcrest Drive, Bellevue, NE

FREEDOM VILLAGE
BUILDING A
BUILDING B
1101 Hillcrest Drive, Bellevue, NE

Date	By	Description

PRELIMINARY

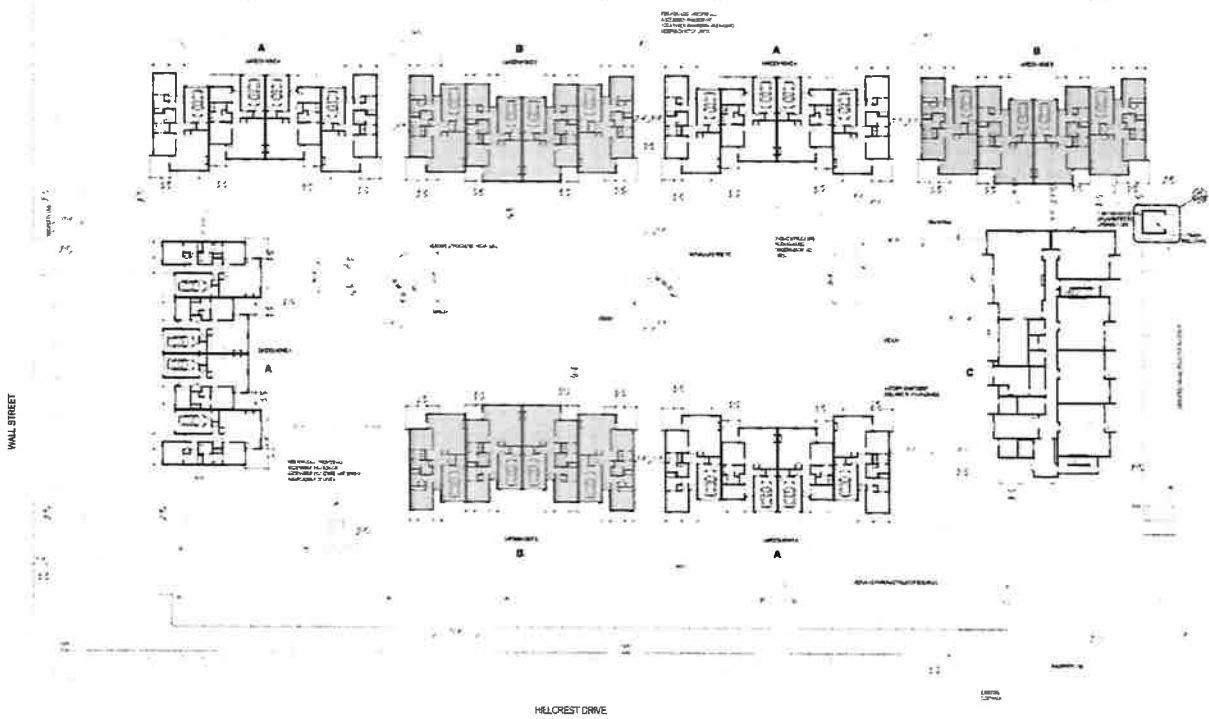
ENLARGED UNIT PLAN AND RCP

A-713.AB

NOT FOR CONSTRUCTION

**HILLCREST FREEDOM
 VILLAGE - GARDEN
 HOME B**

181 HILLCREST DRIVE, BELLEVUE, NE 68005



SITE PROGRAM
 28 GARDEN HOMES
 28 APARTMENTS
 GARAGE PARKING SPACES AT GARDEN HOMES
 DRIVEWAY PARKING SPACES AT GARDEN HOMES
 91 SURFACE PARKING REGULAR STALLS
 4 ACCESSIBLE PARKING
 95 TOTAL SURFACE PARKING (REGULAR STALLS - ACCESSIBLE PARKING)

A 4 PLEX GARDEN HOME*
 (2) 180+18A+DENH1 CAR GARAGE AT 1058 SF
 (3) 280+28A+1 CAR GARAGE AT 1238 SF
 *AREAS DO NOT INCLUDE GARAGE

B 4 PLEX GARDEN HOME*
 (2) 200+28A+1 CAR GARAGE AT 1250 SF
 (2) 280+28A+1 CAR GARAGE AT 1230 SF
 *AREAS DO NOT INCLUDE GARAGE

C APARTMENT BUILDING (4 LEVELS)
 (2) 180+18A APARTMENTS AT 845 SF
 (1) 180+18A+DEN APARTMENT AT 980 SF
 1470 SF COMMUNITY ROOM ON LEVEL 1
 430 SF EXERCISE ROOM ON LEVEL 1

A1 SITE PLAN

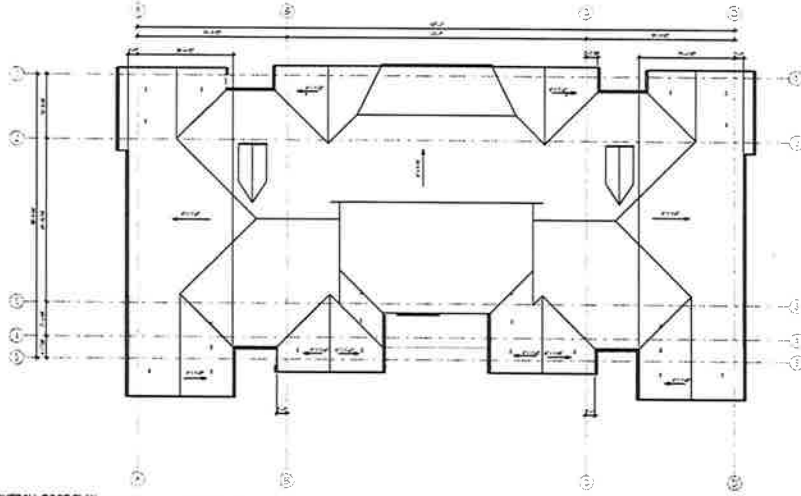
REV	DATE	DESCRIPTION

NO.	DATE	BY	CHKD.

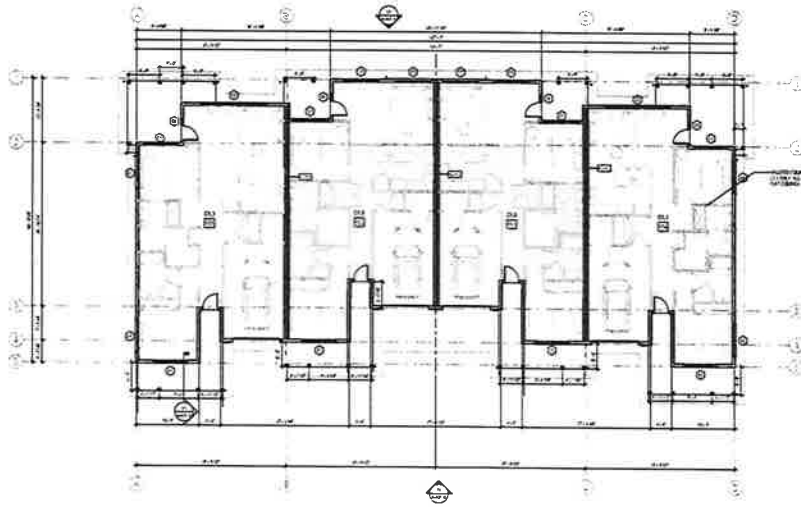
PRELIMINARY

ARCHITECTURAL SITE PLAN

NOT FOR CONSTRUCTION



B1 OVERALL ROOF PLAN



A1 LEVEL B1 OVERALL FLOOR PLAN

FLOOR PLAN GENERAL NOTES

1. ALL ROOF SLOPES SHALL BE INDICATED BY AN ARROW ON THE FLOOR PLAN. UNLESS OTHERWISE NOTED, ALL ROOF SLOPES SHALL BE 12:12.
2. ALL ROOF SLOPES SHALL BE INDICATED BY AN ARROW ON THE FLOOR PLAN. UNLESS OTHERWISE NOTED, ALL ROOF SLOPES SHALL BE 12:12.
3. ALL ROOF SLOPES SHALL BE INDICATED BY AN ARROW ON THE FLOOR PLAN. UNLESS OTHERWISE NOTED, ALL ROOF SLOPES SHALL BE 12:12.
4. ALL ROOF SLOPES SHALL BE INDICATED BY AN ARROW ON THE FLOOR PLAN. UNLESS OTHERWISE NOTED, ALL ROOF SLOPES SHALL BE 12:12.

ROOF PLAN GENERAL NOTES

1. ALL ROOF SLOPES SHALL BE INDICATED BY AN ARROW ON THE ROOF PLAN. UNLESS OTHERWISE NOTED, ALL ROOF SLOPES SHALL BE 12:12.
2. ALL ROOF SLOPES SHALL BE INDICATED BY AN ARROW ON THE ROOF PLAN. UNLESS OTHERWISE NOTED, ALL ROOF SLOPES SHALL BE 12:12.
3. ALL ROOF SLOPES SHALL BE INDICATED BY AN ARROW ON THE ROOF PLAN. UNLESS OTHERWISE NOTED, ALL ROOF SLOPES SHALL BE 12:12.
4. ALL ROOF SLOPES SHALL BE INDICATED BY AN ARROW ON THE ROOF PLAN. UNLESS OTHERWISE NOTED, ALL ROOF SLOPES SHALL BE 12:12.

LANTZ-BOGGIO
ARCHITECTS & INTERIORS, INC.

HILLCREST FREEDOM
VILLAGE - GARDEN
HOME B
1181 HILLCREST DRIVE, BELLEVUE, NE 68005

Rev	Date	Description

Scale: 1/8" = 1'-0"
Date: 10/15/2018

PRELIMINARY

Author	Check	Date

OVERALL FLOOR PLAN & ROOF PLAN

A-210.B

NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION

NO.	DATE	DESCRIPTION

NO.	DATE	DESCRIPTION

ENLARGED UNIT PLAN AND RCP
A-713.AB

NOT FOR CONSTRUCTION

PRELIMINARY

FINISH GENERAL NOTES

1. FINISHES SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
2. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
3. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
4. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
5. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
6. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
7. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
8. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
9. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
10. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.

CEILING FINISH COLOR LEGEND

Symbol	Color
White	White
Light Gray	Light Gray
Dark Gray	Dark Gray
Blue	Blue
Green	Green
Yellow	Yellow
Red	Red
Black	Black

FINISH WORKING NOTES

1. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
2. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
3. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
4. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
5. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
6. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
7. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
8. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
9. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
10. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.

CEILING PLAN GENERAL NOTES BLDG A AND B

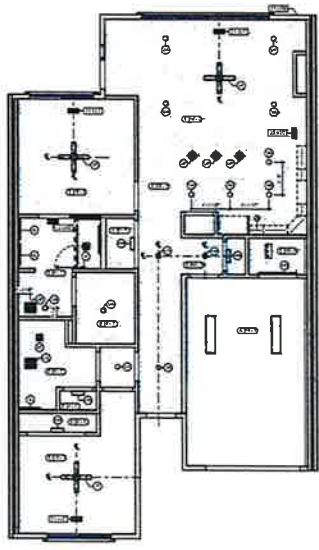
1. CEILING FINISHES SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
2. CEILING FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
3. CEILING FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
4. CEILING FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
5. CEILING FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
6. CEILING FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
7. CEILING FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
8. CEILING FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
9. CEILING FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
10. CEILING FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.

CEILING PLAN SYMBOLS LEGEND

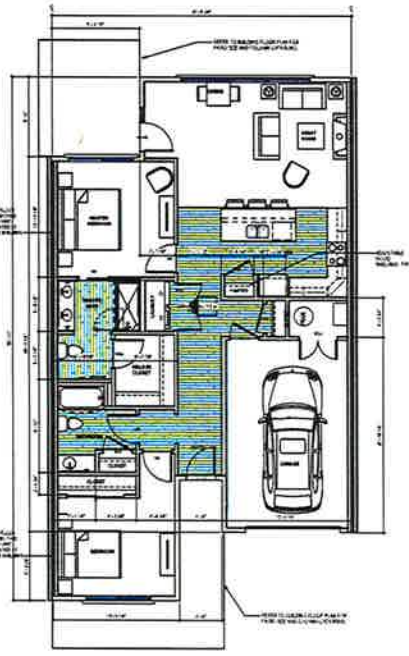
Symbol	Description
Circle with cross	Light Gray
Circle with dot	Dark Gray
Circle with horizontal lines	Blue
Circle with vertical lines	Green
Circle with diagonal lines	Yellow
Circle with wavy lines	Red
Circle with solid fill	Black

CEILING TYPE LEGEND

Symbol	Description
Circle with cross	Light Gray
Circle with dot	Dark Gray
Circle with horizontal lines	Blue
Circle with vertical lines	Green
Circle with diagonal lines	Yellow
Circle with wavy lines	Red
Circle with solid fill	Black



A3 ENLARGED UNIT RCP - UNIT C1.0



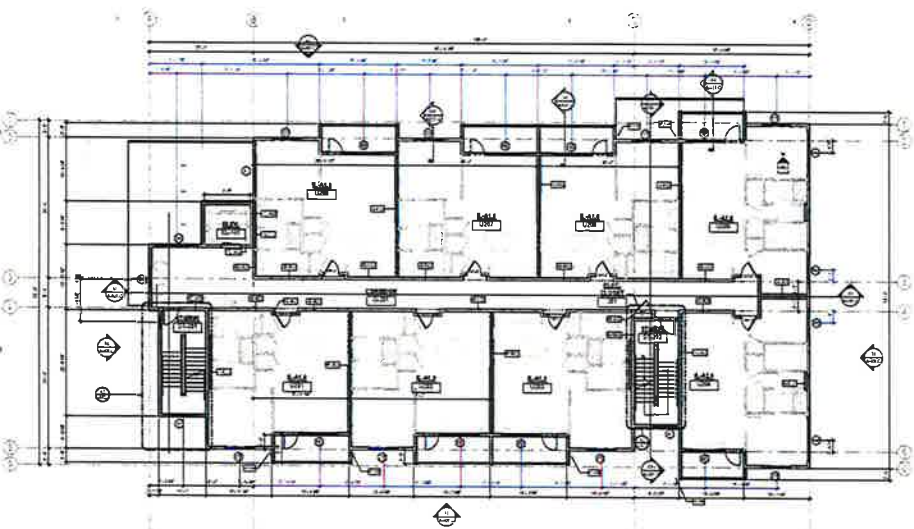
A1 ENLARGED UNIT PLAN - UNIT C1.0

NOT FOR CONSTRUCTION

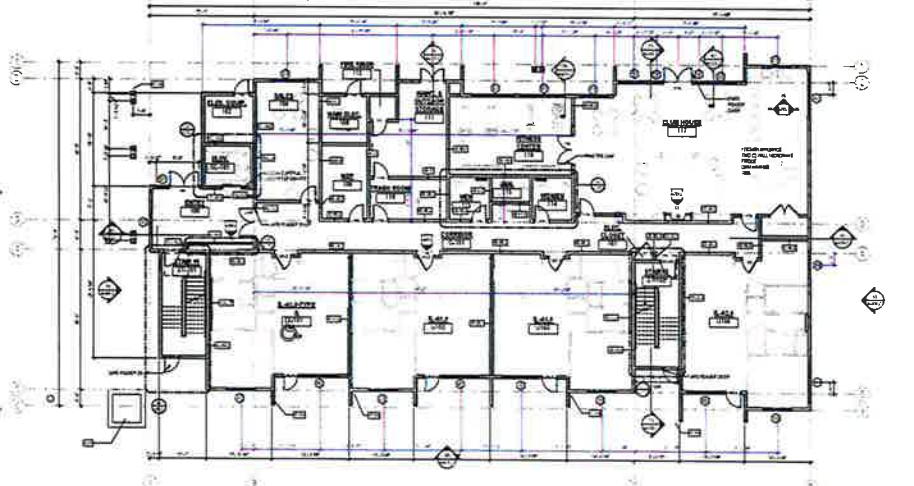
**FREEDOM VILLAGE
 BUILDING C**
 1811 HILLCREST DRIVE, BELLEVUE, NE 68005

FLOOR PLAN GENERAL NOTES
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
 3. SEE ALL NOTES TO FACE OF CONSTRUCTION FOR ALL AND DETAILS OF THIS CONSTRUCTION.
 4. REFER TO ALL OTHER DRAWINGS FOR DETAILS AND THE NUMBER OF EACH ROOM.
 5. ALL WALLS TO BE CONSTRUCTED WITH 1/2" GYPSUM BOARD OVER STUDS.
 6. ALL WALLS TO BE FINISHED WITH 5/8" GYPSUM BOARD OVER STUDS.
 7. REFER TO ALL OTHER DRAWINGS FOR ALL FLOORING AND CEILING FINISHES.
 8. ALL CEILING FINISHES TO BE 5/8" GYPSUM BOARD OVER STUDS.
 9. REFER TO ALL OTHER DRAWINGS FOR ALL ELECTRICAL AND MECHANICAL FINISHES.

DATE	04/15/2014
BY	J. BOGGIO
CHECKED BY	J. BOGGIO
PROJECT NO.	14-001
SCALE	AS SHOWN



21 LEVEL 02 OVERALL FLOOR PLAN



A1 LEVEL 01 OVERALL FLOOR PLAN

Date	No.	Rev.	Description

Scale	As Shown
Check By	J. BOGGIO
Date	04/15/2014

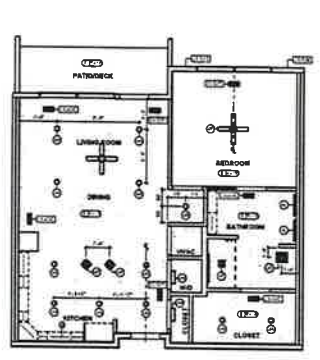
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NOT FOR CONSTRUCTION

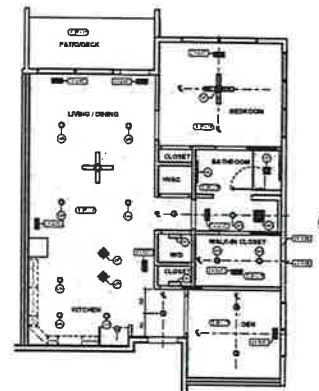
OVERALL FLOOR PLAN - LEVEL 1 & 2

A-210.C

PROJECT: FREEDOM VILLAGE BUILDING C
 DRAWING: A-710.C
 DATE: 07/20/2017 10:41:24 AM
 DESIGNER: J. BOGGIN
 CHECKER: J. BOGGIN
 APPROVER: J. BOGGIN



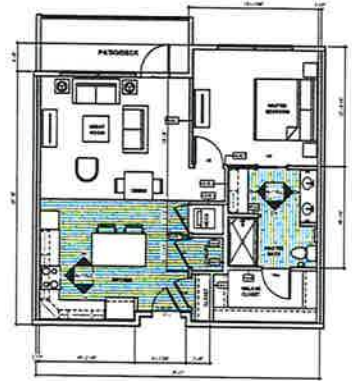
C1 ENLARGED UNIT RCP - UNIT A1.0



C3 ENLARGED UNIT RCP - UNIT A2.0



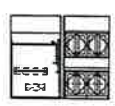
D4 BATHROOM VANITY ELEV.



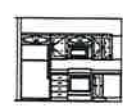
A1 ENLARGED UNIT PLAN - UNIT A1.0



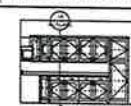
A3 ENLARGED UNIT PLAN - UNIT A2.0



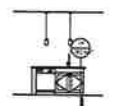
B4 BATHROOM SHOWER ELEV.



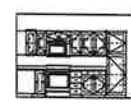
B5 KIT. REF/RANGE ELEV.



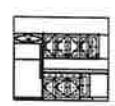
C6 KITCHEN ELEVATION



A4 KITCHEN ISLAND ELEVATION



A5 KITCHEN RANGE ELEV.



D6 KITCHEN REF. ELEV.

FINISH GENERAL NOTES

1. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES TO THE FINISH SCHEDULE.
2. ALL FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
3. ALL FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
4. ALL FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
5. ALL FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
6. ALL FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
7. ALL FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
8. ALL FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
9. ALL FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
10. ALL FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.

FINISH WORKING NOTES

1. FLOOR FINISH CO. OR LEGEND
2. FLOOR FINISH CO. OR LEGEND
3. FLOOR FINISH CO. OR LEGEND

KEY	FINISH	KEY	FINISH
1	FLOOR FINISH CO. OR LEGEND	2	FLOOR FINISH CO. OR LEGEND
3	FLOOR FINISH CO. OR LEGEND	4	FLOOR FINISH CO. OR LEGEND

CEILING PLAN GENERAL NOTES- BLDG C

1. ALL CEILING FINISHES SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES TO THE CEILING SCHEDULE.
2. ALL CEILING FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
3. ALL CEILING FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
4. ALL CEILING FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
5. ALL CEILING FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
6. ALL CEILING FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
7. ALL CEILING FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
8. ALL CEILING FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
9. ALL CEILING FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.
10. ALL CEILING FINISHES SHALL BE APPLIED TO THE SURFACE AS NOTED.

CEILING PLAN SYMBOLS LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
+	CEILING LIGHT	+	CEILING LIGHT
+	CEILING LIGHT	+	CEILING LIGHT
+	CEILING LIGHT	+	CEILING LIGHT

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
+	CEILING LIGHT	+	CEILING LIGHT
+	CEILING LIGHT	+	CEILING LIGHT
+	CEILING LIGHT	+	CEILING LIGHT

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
+	CEILING LIGHT	+	CEILING LIGHT
+	CEILING LIGHT	+	CEILING LIGHT
+	CEILING LIGHT	+	CEILING LIGHT

CEILING TYPE LEGEND

SYMBOL	DESCRIPTION
+	CEILING LIGHT
+	CEILING LIGHT
+	CEILING LIGHT

LANTZ-BOGGI
ARCHITECTS

FREEDOM VILLAGE
 BUILDING C

NO.	REV.	DATE	DESCRIPTION

PRELIMINARY

ENLARGED UNIT PLAN
AND RCP

A-710.C

NOT FOR CONSTRUCTION

Exhibit C

TIF ELIGIBLE EXPENSES

(Attached Hereto)

SUMMARY OF TIF ELIGIBLE EXPENSES

The Project: FREEDOM VILLAGE

<u>Description</u>	<u>Costs</u>
Earthwork & Erosion Control	\$245,750
Site Paving	\$416,037
Site Improvements	\$190,753
Landscaping, Irrigation, & Sod	\$181,000
Site Utilities	\$424,500
Architectural Fees	\$501,068
TIF Application Costs/ Legal Fees	\$30,000
Engineering Fees	\$120,000
Construction Contingency	\$331,865
<i>Land Acquisition</i>	\$1,960,200
TOTAL:	\$4,401,173

Exhibit D

PRO-FORMA

(Attached Hereto)



Freedom Village

Exhibit D

Financial Pro Forma

Investment Return

	With TIF	Without TIF
Stabilized Excess Cash	\$ 138,085	\$ 28,826
Equity Investment	2,980,353	2,980,353
Return on Equity	4.6%	1.0%

Financial Pro Forma

Operating Assumptions

Apartment Unit Mix

	# of Units	Mix %	Unit Square Footage	Rent Per Unit	Rent PSF
Garden Home - 2BD/2BA	14	25%	1,250	\$ 2,042	1.63
Garden Home - 1BD/1BA	8	14%	1,287	\$ 2,101	1.63
Apartment - 1BD/1BA	6	11%	1,050	\$ 1,721	1.64
Apartment - 1BD/1BA	21	38%	860	\$ 1,371	1.59
Apartment - 1BD/1BA (888)	7	13%	888	\$ 1,459	1.64
Total/Average	56	100%			

Other Income

Pet Rent Per Unit	\$ 500	18.9%	Growth and Occupancy	
Move In Deposit	\$ 500	100.0%	Rent Growth	3.5%
			Expense Growth	0.2%
			Stabilized Occupancy	96.4%

Expenses:

	Per Unit		
Payroll	\$ 216	Property Taxes	
Administrative	436	Current Taxes	\$ 15,333
Repairs and Maintenance	1,209	Stabilized Taxes	\$ 288,460
Insurance	325	Fees	
Real Estate Taxes	5,169	Management Fee (% of Income)	2.00%
Utilities	158		
Management Fees	417		
Total	\$ 7,929		

Lease Up, Concessions

Pet Fee Income	\$ 500
Move In Fee	\$ 500

**Freedom Village
Statement of Revenues
and Expenses**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
REVENUE					
Independent Living	\$ 867,965	\$ 1,128,516	\$ 1,162,740	\$ 1,203,436	\$ 1,245,556
Other Income	31,500	3,500	3,500	3,500	3,500
TOTAL REVENUE	\$ 899,465	\$ 1,132,016	\$ 1,166,240	\$ 1,206,936	\$ 1,249,056
EXPENSE					
Salaries and Wages	-	-	-	-	-
Employee Benefits	-	-	-	-	-
Supplies and Other Operating	108,910	109,999	110,034	112,235	114,480
Utilities	3,000	3,030	3,031	3,092	3,153
Lease Cost	-	-	-	-	-
Insurance	18,000	18,180	18,186	18,640	19,107
Real Estate Taxes	286,513	289,378	289,471	296,708	304,125
Management Fees	17,989	22,640	23,325	36,208	37,472
Depreciation	418,277	418,277	418,277	418,277	418,277
Interest Expense	317,484	308,826	299,887	290,657	281,127
Amortization Expense	46,282	46,282	46,282	46,282	46,282
Total Expenses	1,216,455	1,216,612	1,208,492	1,222,099	1,224,023
Net Income/(Loss)	\$ (316,990)	\$ (84,596)	\$ (42,252)	\$ (15,163)	\$ 25,033
Net Operating Income	\$ 465,053	\$ 688,789	\$ 722,193	\$ 740,053	\$ 770,719
Debt Service	\$ 584,109	\$ 584,109	\$ 584,109	\$ 584,109	\$ 584,109
Debt Service Coverage		1.18	1.24	1.27	1.32
Rent Per Unit	\$ 1,695	\$ 1,742	\$ 1,794	\$ 1,863	\$ 1,928
Operating Expense Ratio	83.6%	66.4%	63.8%	62.8%	60.8%
Expense Growth Rate		0.0%	-0.7%	1.1%	0.2%

Exhibit E

AMORTIZATION SCHEDULE

(Attached Hereto)

LOT 1 TIF LOAN

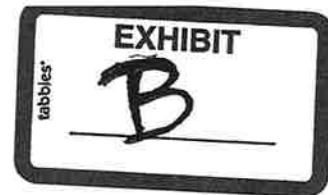
Year	Period	Year	TIF Pay Out	Interest	Pay Down	Balance	Capitalized Interest
2022	1	0.5	-	50	50	(\$2,380,836)	\$53,705
2022.5	2	1	-	50	50	(\$2,440,632)	\$54,514
2023	3	1.5	-	50	50	(\$2,501,684)	\$55,349
2023.5	4	2	-	50	50	(\$2,603,077)	\$57,419
2024	5	2.5	(133,840)	558,704	\$74,936	(\$2,534,141)	\$0
	6	3	(133,840)	557,318	\$75,822	(\$2,471,518)	\$0
	7	3.5	(133,840)	555,294	\$78,346	(\$2,379,720)	\$0
	8	4	(133,840)	551,551	\$80,109	(\$2,291,053)	\$0
	9	4.5	(133,840)	551,729	\$81,811	(\$2,217,152)	\$0
	10	5	(133,840)	549,886	\$83,754	(\$2,133,397)	\$0
	11	5.5	(133,840)	548,701	\$85,639	(\$2,047,758)	\$0
	12	6	(133,840)	546,373	\$87,566	(\$1,960,193)	\$0
	13	6.5	(133,840)	544,104	\$89,536	(\$1,870,656)	\$0
	14	7	(133,840)	542,090	\$91,551	(\$1,779,105)	\$0
	15	7.5	(133,840)	540,350	\$93,611	(\$1,685,435)	\$0
	16	8	(133,840)	537,824	\$95,717	(\$1,589,728)	\$0
	17	8.5	(133,840)	535,570	\$97,870	(\$1,492,938)	\$0
	18	9	(133,840)	533,568	\$100,072	(\$1,395,835)	\$0
	19	9.5	(133,840)	531,816	\$102,324	(\$1,298,511)	\$0
	20	10	(133,840)	529,314	\$104,626	(\$1,194,885)	\$0
	21	10.5	(133,840)	526,960	\$106,980	(\$1,077,924)	\$0
	22	11	(133,840)	524,753	\$109,388	(\$968,517)	\$0
	23	11.5	(133,840)	521,792	\$111,849	(\$856,668)	\$0
	24	12	(133,840)	518,275	\$114,363	(\$742,335)	\$0
	25	12.5	(133,840)	515,702	\$116,939	(\$625,354)	\$0
	26	13	(133,840)	514,071	\$119,570	(\$505,734)	\$0
	27	13.5	(133,840)	511,380	\$122,260	(\$383,554)	\$0
	28	14	(133,840)	\$8,530	\$125,011	(\$139,533)	\$0
	29	14.5	(133,840)	\$5,817	\$127,824	(\$130,750)	\$0
	30	15	(133,840)	\$2,541	\$130,700	\$0	\$0
			(3,474,651)	\$3,474,651			

PV of TIF Payments (\$2,389,896)

\$3,474,651

135000 Justified

Usable TIF Loan Proceeds \$2,366,896
TIF Loan Principal \$2,606,077



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Freedom Village, LLC

CASE #: ECD-50

CITY COUNCIL HEARING DATE: August 17, 2021

REQUEST: for redevelopment of Lot 7, Tiller's 4th Addition.

On July 22, 2021, the City of Bellevue Planning Commission voted five yes, zero no, two absent and one abstained:

APPROVAL of the Freedom Village, LLC Redevelopment Plan based on the elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment along the Harlan Drive corridor

VOTE:

Yes:	Five:	No:	Zero:	Abstain:	One:	Absent:	Two:
	Casey				Aerni		Perrin
	Ritz						Cutsforth
	Ackley						
	Hankins						
	Jacobson						

Planning Commission Hearing (s) was held on: July 22, 2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/07/2021		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>		
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Resolution approving and authorizing the Mayor to sign the Annual Certification Program Compliance with the NE Board of Public Roads Classifications and Standards (NBCS).

SYNOPSIS/BACKGROUND:

Each year municipalities are required to annually approve the Municipal Annual Certification of Program Compliance to NE Board of Public Roads Classifications and Standards and to approve a Resolution authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance.

FISCAL IMPACT: BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Resolution No. 2021-31: A Resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2021.

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2021-31"/>	2. <input type="text" value="Annual Certification of Program Compliance"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. R. R. R. R. R.
[Handwritten signatures]

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

**SIGNING OF THE
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
2021**

Resolution No. 2021-31

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor Village Board Chairperson of Bellevue is hereby authorized to sign the Municipal Annual Certification of Program Compliance.
(Check one box) (Print name of municipality)

Adopted this _____ day of _____, 2021 at Bellevue Nebraska.
(Month)

City Council/Village Board Members

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)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31) may result in the suspension of Highway Allocation funds until the documents are filed.

MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE TO NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS 2021

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City Village of Bellevue
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**



Signature of Mayor Village Board Chairperson (Required)

(Date)

Signature of City Street Superintendent (Optional)

(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2021 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
09/07/2021

COUNCIL MEETING DATE: 09/07/2021		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of Waiver Hunting Regulations - Lt. Kurt Stroehrer or Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2021 through 12/31/2021 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

FISCAL IMPACT: \$ 0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY: N/A	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: N/A		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: N/A		
START DATE: N/A	END DATE: N/A	PAYMENT DATE: N/A
INSURANCE REQUIRED: NO		
CIP PROJECT NAME: N/A	CIP PROJECT NAME: N/A	
STREET DISTRICT NAME (S): N/A	STREET DISTRICT NUMBER (S): N/A	
ACCOUNTING DISTRIBUTION CODE: N/A	ACCOUNT NUMBER: N/A	

RECOMMENDATION:

Request approval of the applications for waiver of hunting applications. Police Lt. Kurt Stroehrer or Sgt. Don Pleiss has already given approval for these hunters and their specified sites.

ATTACHMENTS:

1. Listing for approval	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten Signature: A. Breu Robin]
[Handwritten Signature: Don Pleiss]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
09/07/2021

COUNCIL MEETING DATE: 09/07/2021		SUBMITTED BY: Chief Perry Guido	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Replace 2 end of life servers with 3 host systems and a flash storage system to increase speed and efficiency.

SYNOPSIS/BACKGROUND:

The current servers store the information within the servers, making it hard to add storage space . We will be moving to a host system to manage our information, which will enable us to operate faster and more service ready. We will be purchasing flash storage rather than using the servers and a SAN (storage area network) , which will enable us to add more storage if needed in the future
We will also be adding two 10Gbs 16 port switches to speed up the the entire back end of the communication system. With the continued chip shortage and costs continuing to rise, we need to get this equipment replaced.

FISCAL IMPACT: 130,323.31 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve purchase (this purchase comes with a 5 year service and maintenance agreement).

ATTACHMENTS:

1. Dell Quote 2. SHI Quote 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

A. Breu Robin
Rich Severson

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000095679912.1	Sales Rep	Haphuong Nguyen
Total	\$122,407.43	Phone	(800) 456-3355, 6180055
Customer #	99672317	Email	Haphuong_Nguyen@Dell.com
Quoted On	Aug. 23, 2021	Billing To	BETTS STEVE BETTS
Expires by	Sep. 22, 2021		SARPY COUNTY - BELLEVUE
Contract Name	Dell NASPO Computer		1500 WALL ST
Contract Code	Equipment PA - State of NE		BELLEVUE, NE 68005-3675
Customer Agreement #	C000000012101		
Solution ID	MNWNC-108 /14252		
Deal ID	14757632		
	18433295		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Haphuong Nguyen

Shipping Group

Shipping To	Shipping Method	Install At
STEVE BETTS SARPY COUNTY - BELLEVUE 1500 WALL ST BELLEVUE, NE 68005-5299 (402) 293-3000	Standard Delivery	STEVE BETTS SARPY COUNTY - BELLEVUE 1500 WALL ST BELLEVUE, NE 68005-5299 (402) 293-3000

Solution Name:

Sarpy City of Bellevue 321

Product	Unit Price	Quantity	Subtotal
PowerEdge R640	\$13,993.03	2	\$27,986.06
PowerEdge R640 w vCenter	\$20,897.63	1	\$20,897.63
Dell EMC PowerStore 500 T - AMER	\$73,523.74	1	\$73,523.74

Dell EMC AppSync for PowerStore - AMER VI	\$0.00	1	\$0.00
			Subtotal:
			\$122,407.43
			Shipping:
			\$0.00
			Non-Taxable Amount:
			\$122,407.43
			Taxable Amount:
			\$0.00
			Estimated Tax:
			\$0.00
			Total:
			\$122,407.43

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

STEVE BETTS
SARPY COUNTY - BELLEVUE
1500 WALL ST
BELLEVUE, NE 68005-5299
(402) 293-3000

Shipping Method

Standard Delivery

Install At

STEVE BETTS
SARPY COUNTY - BELLEVUE
1500 WALL ST
BELLEVUE, NE 68005-5299
(402) 293-3000

Solution Name:

Sarpy City of Bellevue 321

	Quantity	Subtotal
PowerEdge R640	2	\$27,986.06
Estimated delivery if purchased today: Oct. 25, 2021 Contract # C000000012101 Customer Agreement # MNWNC-108 /14252		

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R640 Server	210-AKWU	-	2	-
PowerEdge R640 MLK Motherboard	329-BEIJ	-	2	-
No Trusted Platform Module	461-AADZ	-	2	-
2.5 Chassis with up to 8 Hard Drives and 3PCIe slots	321-BCQJ	-	2	-
PowerEdge R640 Shipping	340-BKNE	-	2	-
PowerEdge R640 x8 Drive Shipping Material	340-COPS	-	2	-
PowerEdge R640 CCC and BIS Marking, No CE Marking	389-DSVJ	-	2	-
Intel Xeon Gold 6226R 2.9G, 16C/32T, 10.4GT/s, 22 M Cache, Turbo, HT (150W) DDR4-2933	338-BVJV	-	2	-
No Additional Processor	374-BBBX	-	2	-
Blank for 1CPU Configuration	370-ADNM	-	2	-
Standard 1U Heatsink	412-AAIQ	-	2	-
3200MT/s RDIMMs	370-AEVR	-	2	-
Performance Optimized	370-AAIP	-	2	-
RAID 1	780-BCDN	-	2	-
PERC H330 RAID Controller, Minicard	405-AAEF	-	2	-
VMware ESXi 7.0 U2 Embedded Image (License Not Included)	634-BWZG	-	2	-
No Media Required	421-5736	-	2	-
iDRAC9,Enterprise	385-BBKT	-	2	-
OpenManage Enterprise Advanced	528-BIYY	-	2	-
iDRAC Group Manager, Enabled	379-BCQV	-	2	-
iDRAC,Legacy Password	379-BCSG	-	2	-
Riser Config 4, 2x16 LP	330-BBGY	-	2	-
Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC	540-BBUK	-	2	-
OpenManage Integration for VMware vCenter - 1 host increment, 5 year license - Digitally Fulfilled	634-BJBC	-	2	-
No Internal Optical Drive for x4 and x8 HDD Chassis	429-ABBF	-	2	-

5 Standard Fans for R640	384-BBPR	-	2	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-AJSC	-	2	-
Standard Bezel	325-BCHH	-	2	-
Dell EMC Luggage Tag	350-BBJS	-	2	-
No Quick Sync	350-BBKB	-	2	-
Performance BIOS Settings	384-BBBL	-	2	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	2	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BBBC	-	2	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	2	-
US Order	332-1286	-	2	-
Dell Hardware Limited Warranty Plus On-Site Service	813-9255	-	2	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	813-9283	-	2	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	813-9287	-	2	-
ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 5 Years	813-9288	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	2	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	2	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	2	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	2	-
ProDeploy Plus Training Credits 300 Redeem at education.dellemc.com Expires 1Yr from Order Date	812-4005	-	2	-
32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE	370-AGDS	-	12	-
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	400-AXTV	-	4	-
Broadcom 57412 Dual Port 10GbE SFP+ Adapter, PCIe Low Profile	540-BBVI	-	2	-
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	470-AAGP	-	4	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	4	-
VMware vSphere 7 Enterprise Plus for 1 CPU, up to 32 cores, 5 Year License and Maintenance	528-CKCQ	-	2	-

			Quantity	Subtotal
PowerEdge R640 w vCenter		\$20,897.63	1	\$20,897.63

Estimated delivery if purchased today:
Oct. 25, 2021
Contract # C000000012101
Customer Agreement # MNWNC-108 /14252

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R640 Server	210-AKWU	-	1	-
PowerEdge R640 MLK Motherboard	329-BEIJ	-	1	-
No Trusted Platform Module	461-AADZ	-	1	-
2.5 Chassis with up to 8 Hard Drives and 3PCIe slots	321-BCQJ	-	1	-
PowerEdge R640 Shipping	340-BKNE	-	1	-
PowerEdge R640 x8 Drive Shipping Material	340-COPS	-	1	-
PowerEdge R640 CCC and BIS Marking, No CE Marking	389-DSVJ	-	1	-

Intel Xeon Gold 6226R 2.9G, 16C/32T, 10.4GT/s, 22 M Cache, Turbo, HT (150W) DDR4-2933	338-BVJV	-	1	-
No Additional Processor	374-BBBX	-	1	-
Blank for 1CPU Configuration	370-ADNM	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
Performance Optimized	370-AAIP	-	1	-
RAID 1	780-BCDN	-	1	-
PERC H330 RAID Controller, Micocard	405-AAEF	-	1	-
VMware ESXi 7.0 U2 Embedded Image (License Not Included)	634-BWZG	-	1	-
No Media Required	421-5736	-	1	-
iDRAC9,Enterprise	385-BBKT	-	1	-
OpenManage Enterprise Advanced	528-BIYY	-	1	-
iDRAC Group Manager, Enabled	379-BCQV	-	1	-
iDRAC,Legacy Password	379-BCSG	-	1	-
Riser Config 4, 2x16 LP	330-BBGY	-	1	-
Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC	540-BBUK	-	1	-
OpenManage Integration for VMware vCenter - 1 host increment, 5 year license - Digitally Fulfilled	634-BJBC	-	1	-
No Internal Optical Drive for x4 and x8 HDD Chassis	429-ABBF	-	1	-
5 Standard Fans for R640	384-BBPR	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-AJSC	-	1	-
Standard Bezel	325-BCHH	-	1	-
Dell EMC Luggage Tag	350-BBJS	-	1	-
No Quick Sync	350-BBKB	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BBBC	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
US Order	332-1286	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	813-9255	-	1	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	813-9283	-	1	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	813-9287	-	1	-
ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 5 Years	813-9288	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	1	-
ProDeploy Plus Training Credits 300 Redeem at education.dellemc.com Expires 1Yr from Order Date	812-4005	-	1	-

32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE	370-AGDS	-	6	-
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	400-AXTV	-	2	-
Broadcom 57412 Dual Port 10GbE SFP+ Adapter, PCIe Low Profile	540-BBVI	-	1	-
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	470-AAGP	-	2	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	2	-
VMware vSphere 7 Enterprise Plus for 1 CPU, up to 32 cores, 5 Year License and Maintenance	528-CKCQ	-	1	-
VMware vCenter Server 7 Standard for vSphere 7 (Per Instance), 5 Year Lic and Sub	528-CKBV	-	1	-

Dell EMC PowerStore 500 T - AMER

Estimated delivery if purchased today:

Sep. 14, 2021

Contract # C000000012101

Customer Agreement # MNWNC-108 /14252

	Quantity	Subtotal
\$73,523.74	1	\$73,523.74

Description	SKU	Unit Price	Quantity	Subtotal
PowerStore 500T Customer Rack	210-AXXJ	-	1	-
192GB Appliance DIMM 96GB Per Node	370-AFXQ	-	1	-
Thank you for choosing Dell EMC	379-BEIQ	-	1	-
PowerStore Base SW	528-BTZK	-	1	-
25GBE OPTICAL 4 PORT CARD PAIR	406-BBOO	-	1	-
1450 WATT POWER SUPPLY PAIR	450-AKHM	-	1	-
BASE UNIT CONFIG KIT	343-BBMR	-	1	-
Dell Hardware Limited Warranty	847-9520	-	1	-
Prosupport Plus and Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 1 Year	847-9557	-	1	-
Prosupport Plus and Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 4 Years Extended	847-9560	-	1	-
Prosupport Plus and Mission Critical 7x24 Technical Support and Assistance 5 Years	847-9566	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Dell Hardware Limited Warranty Plus On Site Service Extended Year	955-9041	-	1	-
Thank you for buying Dell EMC	800-BBQV	-	1	-
ProDeploy Plus Training Credits 800 Redeem at education.dell.com Expires 1Yr from Order Date	812-4019	-	1	-
ProDeploy Plus for PowerStore 5XX T	847-9656	-	1	-
US Order	332-1286	-	1	-
P1 25X2.5 NVME SED SSD 1.92TB	400-BGGI	-	11	-
3M ACTIVE 10G TWINAX CABLE QTY 2	470-ADUF	-	1	-
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Low Capacity SSD Add-On, 5 Years	828-4829	-	11	-
Edu Serv-Dell Tech PowerStore Implementation and Administration Classroom and Vroom 5Day Expire1YR	839-7078	-	1	-

	Quantity	Subtotal
--	-----------------	-----------------

Dell EMC AppSync for PowerStore - AMER VI

\$0.00

1

\$0.00

Estimated delivery if purchased today:

Sep. 07, 2021

Contract # C000000012101

Customer Agreement # MNWNC-108 /14252

Description	SKU	Unit Price	Quantity	Subtotal
AppSync for PowerStore	210-ATXO	-	1	-
On-Site Installation Declined	900-9997	-	1	-
ProSupport Plus Mission Critical for AppSync Starter Pack Software Support Contract 5 Years	828-5778	-	1	-
AppSync Str Pk for PowerStore=CB	528-BYHF	-	1	-
ProSupport Plus Mission Critical for AppSync Starter Pack Software Support Maintenance 5 Years	828-5734	-	1	-

Subtotal:	\$122,407.43
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$122,407.43

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
09/07/2021

COUNCIL MEETING DATE: 09/07/2021		SUBMITTED BY: Chief Clary	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Lease Agreement with Dillon Brothers Harley-Davidson

SYNOPSIS/BACKGROUND:

The current lease agreement between the City of Bellevue and Dillon Brothers Harley-Davidson expires and a new agreement is being offered. This contract will cover the lease of six Police Motorcycles for two years with zero price increase.

FISCAL IMPACT: \$20,160.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Police Motorcycle Lease Agreement

CONTRACT EFFECTIVE DATE: 09/01/2021 CONTRACT TERM: 24 Months CONTRACT END DATE: 09/01/2023

PROJECT NAME: _____

START DATE: _____ END DATE: _____ PAYMENT DATE: _____ INSURANCE REQUIRED: NO

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

STREET DISTRICT NAME (S): _____ STREET DISTRICT NUMBER (S): _____

ACCOUNTING DISTRIBUTION CODE: 10-20 ACCOUNT NUMBER: 6034-Contract Services

RECOMMENDATION:

Recommend approval of the lease agreement between the City of Bellevue and Dillon Brothers Harley-Davidson Inc. for six Police motorcycles.

ATTACHMENTS:

1. New Lease Agreement	2. _____	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Brea Rollins
[Signature]

DILLON BROTHERS HARLEY-DAVIDSON, INC.
HARLEY-DAVIDSON POLICE MOTORCYCLE
LEASE AGREEMENT

THIS AGREEMENT ("Lease") made and entered into between DILLON BROTHERS HARLEY-DAVIDSON, INC., ("Lessor"), and CITY OF BELLEVUE (BELLEVUE POLICE DEPT) designated as a Lessee, this 30th day of August, 2021 for the purposes of leasing 6 Harley-Davidson motorcycle(s) to the Lessee under the following terms and conditions:

1. **EQUIPMENT.**
The leased equipment shall consist of six (6), 2020 Harley-Davidson police solo motorcycle(s) model FLHTP. These units are currently on lease and the lease will be extended an additional two years.
2. **AGREEMENT TERM.**
This Agreement shall be effective as of the date of delivery for a period of 24 months. Motorcycle(s) leased under this Agreement are to be used for police and law enforcement activities only.
3. **RENT PAYMENT AND MILEAGE AGREEMENT.**
Lessee shall pay rent for the entire term of this Agreement in the amount of \$20,160.00 per year for a total of \$40,320 for the 24-month term of the lease. Payment shall be due and payable by the Lessee to the Lessor on 9/1/2022 and at lease termination on 9/1/2023. Payments include the cost of the equipment, payment of interest, and administrative costs less the residual value of the motorcycle(s). The maximum mileage allowed for each motorcycle is 15,000 miles and Lessee shall pay, as excess of the above-referenced limit for each motorcycle, \$.15 per mile, which shall be due and payable at the end of the lease term.
4. **INSURANCE.**
Lessee shall insure each motorcycle with Public Liability and Property Damage insurance sufficient to protect the full value of the equipment and to protect the Lessor from liability in all events. The policy shall provide liability coverage with no less than a one million combined single limit with a carrier and other terms which are acceptable to Lessor. The Lessee shall carry Workman's Compensation Insurance covering all employees working on, in, near, or about the motorcycle(s) and shall require any other person working on, in, near, or about the motorcycle(s) to carry such coverage.
The Lessor shall be included on the insurance policies as a named insured and loss payee. The Lessee shall furnish to the Lessor certificates or other satisfactory evidence of all insurance coverages described above as required by the terms and conditions of the Agreement.
5. **INDEMNITY**
The Lessee shall and does hereby agree to indemnify and hold the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle(s) including, but not limited to, injuries causing any form of personal injury, property damage and/or death, but shall be credited with any amounts received by the Lessor from liability insurance proceeds secured by the Lessee. Such indemnification shall include all costs and expenses, including attorney's fees incurred by the Lessor in connection with any suits, actions or claims.
6. **LIENS.**
The Lessee shall not directly or indirectly create, incur or allow any security interest, mortgage, pledge, lien, charge, encumbrance or claim to arise against the equipment. Lessee shall promptly, at its own expense, take such actions as may be necessary to duly discharge any such security interest, mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time.
7. **TAXES.**
The Lessee shall comply with all laws and shall pay all taxes, if any, including, but not limited to, Sales and Use Taxes, Excise Taxes, Personal Property Taxes and Assessments and Penalties, Licenses, Registration Fees, Freight and Transportation charges, Permits and any similar charges imposed on the ownership, possession or use of the motorcycle(s) during the term of this Agreement.
8. **CARE AND USE OF EQUIPMENT.**
The Lessee, at its sole cost and expense, shall maintain the motorcycle(s) in good operating condition, repair and appearance, and protect them from deterioration other than normal wear and tear. All maintenance shall be performed by the Lessor per Harley-Davidson's recommended service intervals. All repairs shall be made by Lessor and Lessee's cost. The Lessee shall use the motorcycle(s) for police and law enforcement activities only, without abuse, and in a manner contemplated by Lessor. Lessee shall not make any modifications, alterations or additions to the motorcycle(s) (other than normal operating accessories or controls) without the written consent of Lessor, which shall not be unreasonably withheld. Lessor shall have the right during normal hours to enter upon the premises where the motorcycle(s) is/are located in order to inspect, observe or otherwise protect its interest and the Lessee shall cooperate in affording it

the opportunity to do the same. The Lessee agrees to maintain the motorcycle(s) pursuant to the Manufacturer's Standard Preventive Maintenance Contract and/or Recommendations.

9. DAMAGE OR DETERIORATION OF EQUIPMENT.

In the event the equipment is partially damaged or destroyed prior to the end of the Agreement Terms, the Lessee will promptly have equipment repaired and restored to its original condition and working order. As noted, all repairs shall be made by Lessor at Lessee's standard pricing.

10. EVENTS OF DEFAULT AND REMEDIES.

Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events of default:

- a. Lessee fails to make any payment, or to pay any other payments required to be paid hereunder, or
- b. Lessee fails to perform or comply with any other term, covenant or condition contained herein.

In the event of any default of this Agreement and Lessee shall fail to remedy such event of default within ten (10) days of the dispatch of a notice of default by Lessor, then Lessor or its assigns shall have the right, at Lessor's option, without any further demand or notice, to pursue any one or more of the following remedies:

- a. Re-enter and take possession of the equipment or terminate this Agreement, and repossess the equipment and sell or lease the equipment for the account of Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder; and
- b. Take any other action available in law or in equity under Nebraska law in order to enforce the rights and obligations of Lessor in connection with this Agreement. Any of the foregoing remedies are cumulative and shall not be deemed to be mutually exclusive and shall not require Lessor to pursue and one or more remedies before pursuing and others.

11. DISPOSITION OF EQUIPMENT.

Upon termination of this Lease Agreement, at the end of the 24-month period, Lessee will not have the option of purchasing the 2020 Harley-Davidson Motorcycle(s) covered by this Agreement. In the event Lessee is allowed to purchase any one or more of the motorcycles covered by this Agreement, then Lessee shall be required to execute any and all sales documentation which is customarily utilized Lessor in

connection with its sales operations. The purchase, if applicable, will be consummated at the end of the Lease Agreement term.

12. OPTION TO EXTEND.

Lessee shall NOT have the further option to extend this lease for 2 successive terms, each such option of which must be exercised within 60 days of the expiration of each term. Upon each renewal, the parties shall agree upon the quantity of motorcycles, and if the parties are unable to agree on the quantity, then the quantity specified in the first term of this Agreement shall control. The rental rate for each successive term shall be as follows:

24-month lease term starts at time of delivery of 2020 models.

13. ADDITIONAL TERMS.

The Lessee is responsible for buying and installing Lessee's police equipment (lights, sirens, etc.)

Lease vehicles to be titled using Standard Retail Installment Contract and Security Agreement with Dillon Brothers Harley-Davidson noted as security lien holder.

Excess mileage \$.15/mile. All service & repairs to be performed a Dillon Brothers Harley-Davidson. Lease amount includes 1,000, 5,000 and 10,000 mile maintenances. Bellevue Police Department is responsible for all damage incurred to units.

Lessee

By _____

Date: _____

DILLON BROTHERS HARLEY-DAVIDSON, INC.,
Lessor

By ML Bischof

Date: 8/31/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
09/07/2021

COUNCIL MEETING DATE: 09/07/2021	SUBMITTED BY: Rich Severson	Finance/Risk Management
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Employee Wellness Consulting Agreement Renewal Proposal FY21-22

SYNOPSIS/BACKGROUND:

The Lockton agreement for coordinating the Employee Wellness program is due to renew for FY21-22.

FISCAL IMPACT: \$21,780 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

We recommend approval of Lockton's Employee Wellness Program agreement for FY20-21.

ATTACHMENTS:

1. Agreement 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Robbins
[Signature]
[Signature]

**Amendment
To the
Consulting Services Agreement
Between
City of Bellevue
And
Founders Series of Lockton Companies, LLC**

Pursuant to Section 6.3 of the Consulting Services Agreement (the "Agreement") between City of Bellevue and the Founders Series of Lockton Companies, LLC dated September 1, 2020; this Addendum amends that Agreement as follows:

Section I. Service Period:

This Agreement will be in effect from the effective date above through August 31, 2022 unless earlier terminated in accordance with the provisions of the Agreement.

In witness whereof, the parties hereto have agreed to and have executed this Addendum in duplicate intending each copy to serve as an original and intending the amendments set forth herein to be effective as of and from the date of the last signature below.

FOUNDERS SERIES OF LOCKTON COMPANIES, LLC

BY: _____ DATE: _____

Timothy Meacham, Chief Operating Officer

CITY OF BELLEVUE

BY: _____ DATE: _____

Rusty Hike, Mayor

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
09/07/2021

COUNCIL MEETING DATE: 09/07/2021	SUBMITTED BY: Rich Severson	Finance/Risk Management
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Property/Casualty Insurance Renewal Proposal FY21-22.

SYNOPSIS/BACKGROUND:

The City of Bellevue's Property/Casualty Insurances are due to renew for FY21-22. The City's broker (Lockton) aggressively marketed the City's program resulting in the incumbent carriers offering the best and least expensive quotes. The total package premium price is quoted at \$621,049, a 3% increase from last year. We are within our budgeted amount for this renewal package.

FISCAL IMPACT: \$621,049 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

We recommend approval of Traveler's/Chubb/MWECC renewal proposal for the City's FY21-22 Property/Casualty Insurances.

ATTACHMENTS:

- Premium/Exposure Chart
- Markets Approached
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Boyd Rubin
[Signature]
[Signature]

PREMIUM SUMMARY

Coverage	Carrier	A.M. Best Rating	2020/2021 Annualized Premium	2021/2022 Quoted Premium
Property/IM/EQB	Travelers	A++ XV	\$119,067	\$122,270
Crime	Chubb	A++ XV	\$4,541 (Chubb)	\$3,053 (Chubb)
Fiduciary	Chubb	A++ XV	\$8,485	\$10,826
General Liability (Including EBL and TRIA)	Travelers	A++ XV	\$24,479 Including Terrorism	\$30,479 Including Terrorism
Law Enforcement Liability	Travelers	A++ XV	\$58,972	\$61,847
Public Entity Management	Travelers	A++ XV	\$8,895	\$9,466
Employment Practices Liability-Public Officials	Travelers	A++ XV	\$21,272	\$21,811
Automobile	Travelers	A++ XV	\$126,288	\$136,796
Umbrella Excess Liability and E&O	Travelers	A++ XV	\$40,593 Including Terrorism	\$41,243 Including Terrorism
Loss Fund—Travelers			See below	See below
Broker Claim Fee			\$5,000	\$5,000
SUBTOTAL			\$417,592	\$442,791
Workers' Compensation Bond	MWECC	A+ XV	\$28,875	\$28,875
Excess Workers' Compensation	MWECC	A+ XV	\$98,847	\$98,847
SUBTOTAL			\$545,314	\$570,513
Impairment Liability			\$47,274	\$47,274
Environmental (10/01/17-10/01/20)	Chubb	A++ XV	3 year prepaid	3 year prepaid
TRIA Premium - Elected			\$2,364	\$2,364
Cyber	Chubb	A++ XV	6,860	
Drone (10/22/20-21)	Global Aerospace Inc		\$996	\$898
TOTAL			\$602,808	621,049

*Travelers Claim Fund 2020:

Amount Required for All Policy Years:	\$25,000
Currently Holding for Historical Policy Years:	\$25,000
Additional or (Return) Amount Due:	\$0
Total Claim Fund Due or (Return):	\$0

*Travelers Claim Fund 2021:

Amount Required for All Policy Years:	\$25,000
Currently Holding for Historical Policy Years:	\$25,000
Additional or (Return) Amount Due:	\$0
Total Claim Fund Due or (Return):	\$0

City of Bellevue

Marketing Results - 10/1/21



INSURER	UNDERWRITER	UNDERWRITER PHONE NUMBER	UNDERWRITER EMAIL	COVERAGE LINE	NOTES
Property and Casualty					
Travelers (Incumbent)	Carolynn Audette	651-310-5292	caudette@travelers.com	Property & Casualty	Quote received
Chubb	Richard Schroeder	515-635-6254	richard.schroeder@chubb.com	Property	Declined - not competitive, cannot offer flood coverage
OneBeacon	Curtis Weible	781-332-8522	cweible@onebeacongov.com	Casualty	Declined - not competitive, not offering XS over law enforcement liability
Safety National	Kevin Thommes	312-235-6246	kevin.thommes@safetynational.com	Property & Casualty	Indication given - \$500K for liability lines; \$200K retention
Allied	DeAnna Sheets	402-325-5412	sheetsd1@nationwide.com	Property	Declined - not competitive
Cincinnati	Colin Wiggins	402-429-5110	colin_wiggins@cinfin.com	Property & Casualty	Declined - not a market for PE

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
09/07/2021

COUNCIL MEETING DATE: 09/07/2021	SUBMITTED BY: Finance/CDBG		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Amendment extending the 2019 CDBG Subrecipient Agreement with Habitat for Humanity for Sarpy County for the 2020 Land Purchase project.

SYNOPSIS/BACKGROUND:

The City of Bellevue executed a CDBG subrecipient agreement with Habitat for Humanity for Sarpy County for the 2020 Land Purchase project on September 15, 2020, as outlined in the 2019 Action Plan with the Time of Performance expiring one-year from the date of execution. The project has a grant balance of \$22,000.00 still available for the project. Habitat has requested an extension of the agreement to retain use of the funds for land acquisition for affordable housing. The subrecipient agreement allows for a one-year extension upon request by the subrecipient. Staff recommends approval of an extension for the use of funds and will assist Habitat to complete the project in accordance with HUD regulations.

FISCAL IMPACT: 22,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO Not Required

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Habitat for Humanity for Sarpy Co	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Amendment to the 2019 CDBG Subrecipient Agreement		
CONTRACT EFFECTIVE DATE: 09/16/2021	CONTRACT TERM: 1 year	CONTRACT END DATE: 09/15/2022
PROJECT NAME: Habitat 2020 Land Purchase project		
START DATE: 09/16/2021	END DATE: 09/15/2022	PAYMENT DATE: <input type="text"/> INSURANCE REQUIRED: YES
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: CDBG-192001	ACCOUNT NUMBER: 60/1903/192001/450	

RECOMMENDATION:

Approve and authorize Mayor to sign the amendment extending the CDBG subrecipient agreement with Habitat for Humanity of Sarpy County

ATTACHMENTS:

- | | | |
|--------------------------------|---|-------------------------|
| 1. Extension Request - Habitat | 2. 2019 CDBG Subrecipient Agreement Amendment | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Rollin
[Signature]
[Signature]



Building opportunity throughout Burt, Cass, Douglas, Sarpy and Washington Counties.

August 24, 2021

Abby Highland
CDBG Program Administrator
City of Bellevue Finance Office
1500 Wall Street
Bellevue, Nebraska 68005

RE: CDBG 2019 Extension Request

Dear Abby:

Habitat for Humanity of Sarpy County (HFHSC) would like to formally request a (6) six-month extension of its CDBG Sarpy County grant. Due to unforeseen circumstances, HFHSC was not able to complete the purchase of a lot within the required 12-month time frame of the grant. All efforts were made to complete the drawdown of this grant on-time and HFHSC apologizes for the delay and the need for an extension.

HFHSC felt it had secured a lot for purchase on Harrison Street in Bellevue, but as we neared closing a previously unknown silent partner emerged who would not agree to the sale of the lot. HFHSC then pivoted to purchasing a lot on Greensboro Avenue from the Bellevue Housing Authority. BHA has had difficulties getting HUD to agree to the language in the use agreement and has been going back and forth with HUD for a while attempting to sort out the issue. HFHSC initially felt this purchase would be complete by July 31, 2021, but as of August 6, 2021, when HFHSC returned another draft agreement to BHA with our approval, BHA has been unresponsive to our communications. HFHSC hopes to have the use agreement issue resolved soon so that we can complete the purchase of the lot on Greensboro Ave. but we are applying for a six-month extension as a safety precaution.

Please let me know if there is any other information we can provide as to the need for this extension. HFHSC appreciates the continued partnership with the City of Bellevue in providing affordable housing opportunities for low-income families.

Best;


Janneane Gerot
Senior Project Manager

Board of Directors

- George Achola
Chair
- Levi Schepers
Vice-Chair
- Rollie Johns
Treasurer
- Caren Woodruff
Secretary

- Draw Collier
- Jon Costello
- Bob Dainymple
- Javier Fernandez
- Julia Fritz

- Dr. Cynthia Goodwin Grayson
- Jeff Gordon
- Buck Heim
- Marcos Hernandez
- Dan Houghton
- Ryan Iwansky
- Keith Jankowski
- Ten Mercer
- Brian Miles
- Laura Nelson
- Gustavo Oberto
- Dan Patterson
- Mark Rodgers
- Jalson Samuel
- Angel Starks
- Lucas Watmerly

Advisory Council

- Miranda Adams
- Lynne Boyer
- Nate Dodge
- W. Gary Gates
- Fred Hunzeker
- Steve Martin
- Mike Maylan
- Tyler Owen
- Sandy Parker
- Rick Russell
- Connie Ryan
- Carmen Tapio
- Jim Tirunerman
- Lyn Ziegenbein

Amanda Brewer
CEO

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HABITAT FOR HUMANITY OF SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-19-MC-31-0003**

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 7th day of September, 2021 by and between the subrecipient HABITAT FOR HUMANITY OF SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE engaged the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-19-MC-31-0003 HUD contract in the amount of \$22,000.00 for land acquisition project located within the city limits; and

WHEREAS, the parties desire to amend the Agreement to extend the term thereof, update the Timeliness and Time of Performance by the SUBRECIPIENT to the GRANTEE, and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the parties therefor intend that the terms of the Agreement shall be so modified.

NOW, THEREFORE, it is agreed between the parties hereto that:

AGREEMENT AMENDMENT

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the parties agree as follow:

A. SCOPE OF SERVICE.

1. **Time of Performance.** The time of performance of this Agreement is hereby extended and will remain in effect through September 15, 2022.
2. **Timeliness.** Funding allocated as part of this agreement must be expended by September 15, 2022. Any remaining balance following the expiration of this agreement shall be leigible for reallocation by the GRANTEE.

(Remainder of page intentionally left blank)

Rusty Hike, Mayor
City of Bellevue, Nebraska

Amanda Brewer

Amanda Brewer, President
Habitat for Humanity of Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska

Janneane Gerot

Janneane Gerot, Senior Project Manager
Habitat for Humanity of Sarpy County

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: Chyla Dyer
(Affix Notarial Seal)



My Commission Expires: November 4, 2023

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 25th day of August 2021, by Amanda Brewer, President, Habitat for Humanity of Sarpy County, on behalf of the organization.

My Commission Expires:
November 4, 2023

Chyla Dyer
NOTARY PUBLIC



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
09/07/2021

COUNCIL MEETING DATE: 09/07/2021		SUBMITTED BY: Doug Clark, Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

2021 Concrete Pavement Rehab Change Order No. 2

SYNOPSIS/BACKGROUND:

City Council had previously approved the contract and change order 1 for the 2021 Concrete Pavement Rehab Project with DIY Holding Company, LLC, in the amount of \$559,499.80. The roads in the Bellevue Cemetery have deteriorated and it is necessary to add additional concrete work to the contract to complete the necessary work in the current fiscal year. The required funding for change order no. 2 is available in the current year cemetery budget. Therefore, Public Works requests approval of change order no. 2 increasing the contract by \$103,301.00. The increase in the amount of \$103,301.00 will be paid from the current year cemetery budget (10-14-7030).

FISCAL IMPACT: BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign change order no. 2 to the original contract with DIY Holding Company, LLC, increasing the contract for the 2021 Concrete Pavement Rehab project by \$103,301.00, with the increase to be paid from the current year cemetery budget (10-14-7030).

ATTACHMENTS:

1. <input type="text" value="Work Change Directive No. 2"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. [Signature]
[Signature]
[Signature]

WORK CHANGE DIRECTIVE

No. 2

DATE OF ISSUANCE 09/08/2021

EFFECTIVE DATE 09/08/2021

OWNER	<u>City of Bellevue</u>
CONTRACTOR	<u>DIY Holding Co., LLC</u>
Contract:	<u>April 20, 2021</u>
Project:	<u>2021 Concrete Pavement Rehab</u>
OWNER'S Contract No. <u>N/A</u>	ENGINEER'S Project No. <u>BPW-210105</u>

You are directed to proceed promptly with the following change(s):

Description: **Perform concrete pavement repairs in the Bellevue Cemetery as described on the attached proposal.**

Purpose of Work Change Directive: **Various areas (see attached aerial) of the existing cemetery roadway pavement show deterioration and/or undermining from stormwater runoff and are in need of replacement.**

Attachments: (List documents supporting change) **DIY Proposal; Aerial indicating areas to be repaired**

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

Unit Prices – See Attached DIY Proposal

Lump Sum

Cost of the Work _____

Estimated increase (~~decrease~~) in Contract Price: **\$103,301.00**

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: 0 days;
Ready for final payment: days.

ISSUED TO:
DIY Holding Co., LLC
CONTRACTOR

RECOMMENDED AND AUTHORIZED:
City of Bellevue
OWNER

By: 

By:



3135 S. 61st Ave, Omaha, NE 68106

City of Bellevue Nebraska
Attn: Tracy Niemier
1500 Wall Street
Bellevue, NE 68005

SCOPE: Proposal for Removal and Replace Drives in Cemetery

1. Remove existing deteriorated asphalt/concrete drive lanes.
2. Grade and compact the subgrade according to industry standards.
3. Install (6") L-65 AE concrete mix design according to City of Omaha Standard Specifications & Plates, adopted by City of Bellevue with Hollywood style curb on both side of the drive lane.

Area #1 - Approximately 3,000 SF X \$11.00 = \$33,000.00

Area #2 - Approximately 3,815 SF X \$11.00 = \$41,965.00

Approximately 440 SF X \$10.00 = \$ 4,400.00

Area #3 - Approximately 2,176 SF X \$11.00 = \$23,936.00

TOTAL = \$103,301.00

4. Please call me if you have any questions or need clarification at 402-312-3529.

Scott L. Collins, Sr.
Vice President of Administration

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
09/07/2021

COUNCIL MEETING DATE: 09/07/2021		SUBMITTED BY: Doug Clark, Public Works Director		Epiphany Ramos, Wastewater Superintendent	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Whitted Creek Sanitary Basin Modeling - Amendment No. 1

SYNOPSIS/BACKGROUND:

On February 16, 2021, the City Council approved and authorized the Mayor to sign an agreement in an amount not to exceed \$34,750.00 with RJN Group, Inc. to perform geographic information system (GIS) analysis and update for the Whitted Creek sanitary sewer basin network (Agenda item 16d.). Amendment No. 1 is for additional GIS analysis and updates increasing the agreement by \$10,000.00. Required funding for the increase is available in the current year budget.

FISCAL IMPACT: \$44,750.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	RJN Group, Inc.	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	Whitted Creek Sanitary Basin Modeling Project Amendment No. 1				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	Whitted Creek Sanitary Basin Modeling Project				
START DATE:		END DATE:		PAYMENT DATE:	
				INSURANCE REQUIRED:	NO
CIP PROJECT NAME:	Sewer System Modeling	CIP PROJECT NUMBER:	WW21(2)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:	CIPWW21(2)	ACCOUNT NUMBER:	7000		

RECOMMENDATION:

City Council approve and authorize the Mayor to sign Amendment No. 1 to the original agreement with RJN Group, Inc., increasing the agreement for the Whitted Creek Sanitary Basin Modeling Project by \$10,000.00.

ATTACHMENTS:

1. Amendment No. 1	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. P. ...
[Signature]
[Signature]

CITY OF BELLEVUE, NE
AMENDMENT NO. 1
FOR
BELLEVUE, NE – GIS GAP ANALYSIS
WITH
RJN GROUP, INC.

In accordance with the AGREEMENT for Bellevue, NE – GIS Gap Analysis dated February 16, 2021, between the City of Bellevue, Nebraska (hereinafter called OWNER) and RJN GROUP, INC. (hereinafter called ENGINEER), OWNER hereby authorizes ENGINEER to proceed with the following services:

Section I - Project Description

Under the AGREEMENT, the OWNER retained RJN Group to provide GIS Gap Analysis & Update. The Project included reviewing the City's existing GIS in detail, denoting discrepancies in the data, areas of potential missing data, and locations that require further analysis. As a part of the review, connectivity, pipe direction, pipe diameter, pipe material, rehabilitation records, manholes information, and elevations will be reviewed and updated, as necessary. It has since been determined that the City has additional As-built's that need to be reviewed and digitized into GIS.

Section II - Scope

The ENGINEER shall review the additional As-builts that have been supplied by the City and update the GIS to accurately reflect the sanitary sewer systems connectivity. This will be carried out utilizing the procedures identified in the original Scope of the AGREEMENT.

Section III - Time of Service

ENGINEER will proceed with providing the services set forth herein immediately upon execution of this Authorization. With the additional workload, RJN Group estimates this work to be completed and have the data delivered to the City by November 30th, 2021.

Section IV - Compensation

OWNER shall compensate ENGINEER for providing these additional services a total sum not-to-exceed \$10,000, for a revised total not-to-exceed contract amount of \$44,750. The additional services will be invoice on a time and materials basis per the AGREEMENT.

All prices will remain firm for the initial term of the AGREEMENT period. Any de-escalation/escalation in prices will be made on an annual basis thereafter at the sole discretion of

the OWNER. Requests for price adjustments must be made by the ENGINEER in writing at least 60 days in advance. The baseline for determining price adjustments will be based upon the closing date of the solicitation. All requests for price increase or decrease are subject to review and approval by the ENGINEER. The maximum increase will have a ceiling of 10% annually and a net decrease of 10% annually. Changes in prices shall be based on the U.S. Bureau of Labor Statistics, Employment Cost Index, average increase or decrease for the most recent calendar year (see <http://www.bls.gov/ECI>; update with the appropriate ECI Index, CIU1010000100000A and Management, Professional, and Related).

In consideration of the mutual covenants and Agreements herein contained, the OWNER and ENGINEER stipulate and agree that the Agreement for Bellevue, NE – GIS Gap Analysis dated February 16, 2021, is hereby amended as described in Exhibits A, attached hereto and made part of this agreement.

All other provisions of the original Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this 31st day of August 2021.

AUTHORIZED BY:

CITY OF BELLEVUE, NE, Nebraska

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

RJN Group, Inc.

By: Michael N. Young

Name: Michael N. Young

Title: Senior Vice President

Date: 8/31/21

END OF AMENDMENT

EXHIBIT A – [MEMORANDUM]

Section V - Memorandum

To: Epiphany Ramos, Wastewater Operation Manager
CC: Noelle Gaspard, Principal Project Manager
From: Sanjiv Vajjala, Lead GIS Analyst
RJN Group
Date: August 30th, 2021
Subject: **Amendment to GIS Gap Analysis & Update Whitted Creek Sanitary Basin Contract**

Dear Ms. Ramos,

RJN Group, Inc. is please to submit this amendment to the GIS Gap Analysis & Update contract for the sum of \$10,000. Following our project status meeting and discussion on August 12th 2021 we have received additional sanitary sewer as-builts from Sarpy County. It is our goal to review these documents and digitize the contents of these documents into a Geographic Information System (GIS).

As requested, I have also attached a Microsoft Excel spreadsheet that contains data of sanitary sewer manhole and gravitymain's within the Whitted Creek Sanitary Basin. The goal of this spreadsheet is to illustrate what the City's GIS attribute data looked like prior to and after RJN Group's involvement. Looking at the "MH – After – Edited by RJN's" tabs within the spreadsheet will give you a better idea of what type of information, and how much we were able to extract from as-builts and into GIS.

A. Attachments

Whitted Creek Basin Before and After.xlsx

Sincerely

Sanjiv Vajjala

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
09/07/2021

COUNCIL MEETING DATE: 09/07/2021		SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of four year bargaining agreement with the Civilian Employees Association of Bellevue (CEAB)

SYNOPSIS/BACKGROUND:

The current bargaining agreement with the CEAB expires on September 30, 2021. Negotiations were held to achieve a new agreement for the period of October 1, 2021 through September 30, 2025. The draft redlined agreement showing changes made is attached for review and approval of the same.

FISCAL IMPACT: BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES <input type="text"/>	COUNTER-PARTY: CEAB <input type="text"/>	INTERLOCAL AGREEMENT: NO <input type="text"/>
CONTRACT DESCRIPTION: CBA between the City and CEAB <input type="text"/>		
CONTRACT EFFECTIVE DATE: 10/01/2021 <input type="text"/>	CONTRACT TERM: 4 years <input type="text"/>	CONTRACT END DATE: 09/30/2025 <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/> INSURANCE REQUIRED: NO <input type="text"/>
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve collective bargaining agreement with the Civilian Employees Association of Bellevue for the term October 1, 2021 through September 30, 2025.

ATTACHMENTS:

- | | | |
|-------------------------------------|-------------------------|-------------------------|
| 1. CEAB Redlined Proposed Agreement | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Blythe Roller
[Signature]
[Signature]

AGREEMENT BETWEEN

THE CITY OF BELLEVUE, NEBRASKA

AND

THE CIVILIAN EMPLOYEES ASSOCIATION OF BELLEVUE

~~October 1, 2017 – September 30, 2021~~
October 1, 2021 – September 30, 2025

Submitted VIA email 08/17/21

INDEX

<u>Article</u>		<u>Page</u>
Article 1.	Association Recognition.....	1
Article 2.	Management Rights	2
Article 3.	Check Off.....	4
Article 4.	Hours of Work/Overtime.....	5
Article 5.	Leave Provisions.....	8
Article 6.	Holidays.....	11
Article 7.	Education Compensation.....	12
Article 8.	Clothing Allowance.....	14
Article 9.	Longevity Pay.....	15
Article 10.	Wages	16
Article 11.	Seniority/Filling of Vacant Positions.....	18
Article 12.	Layoffs.....	20
Article 13.	Insurance.....	21
Article 14.	Retirement	23
Article 15.	Discipline.....	24
Article 16.	Grievance Procedure and Arbitration	25
Article 17.	Labor Management Committee	27
Article 18.	Savings Clause.....	28
Article 19.	Duration, Acceptance and Reopening of Agreement	29
Appendix A.	Pay Scale.....	30
Appendix B.	Job Classification Grade Assignment	31
Appendix C.	Insurance Policy.....	33
Appendix D.	Authorization for Payroll Deduction.....	34
Appendix E.	Applicable Job Classifications for Clothing Allowance <u>Quartermaster</u> <u>System</u>	35

Pagination may change once redline changes are finalized

ARTICLE 1

ASSOCIATION RECOGNITION

The City of Bellevue, (hereinafter "City"), a first class city organized under the Statutes of the State of Nebraska, recognizes the Civilian Employees Association of Bellevue (hereinafter "CEAB" or "Unit" as the sole and exclusive bargaining representative of all regular full time employees (hereinafter "Employee(s)") of the City excluding non-civilian employees in the police and fire departments, supervisory employees and managerial employees as defined in the Nebraska Commission of Industrial Relations Act (hereinafter "Act").

"Supervisory Employees" or "Supervisors" shall mean persons who use independent judgment in hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, or disciplining other employees; and include those persons who use independent judgment in directing employees, adjusting grievances, or effectively recommending such action an individual is a supervisor if he/she has one or more of the types of authority specified above. Job duties rather than job title are determinative of Supervisor classification. All CEAB members are eligible for promotion to Supervisor.

Appendix B of this Agreement contains a descriptive listing of all current full-time Employee positions of the City. 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. The CEAB will then have fourteen (14) calendar days to notify the City if it wishes to discuss the unit determination. The parties will discuss the placement and if a disagreement exists, the parties will submit the dispute to the Commission of Industrial Relations for resolution.

On October 1 and April 1 of each year, upon written request from the CEAB, the City will provide a roster of all bargaining unit employees, reflecting the employee's name, current mailing address, job title, pay grade and current base salary.

The Parties agree to continue the current practice of allowing bargaining unit employees one (1) hour with pay for the purpose of attending regular monthly meetings of the CEAB. On the day of the meeting, the employee will combine their thirty (30) minute meal break and two (2) fifteen (15) minute rest periods to attend said meeting or use their one (1) hour meal period with no rest periods. This one half (1/2) hour of paid time is not to be considered as hours worked for the purpose of computing overtime and must include travel time to and from the work site. In addition, the CEAB shall provide one calendar week notice of the meeting date, and will, upon request, provide a list of the employees who attended each meeting to the employee's Superintendent, Division Manager or Department Director. In the event a work emergency exists the Superintendent, Bureau Commander, Division Manager or Department Director shall have the authority to determine if the employee will be released.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1. Except where limited by express provisions elsewhere in this Agreement, the City retains the sole and exclusive right to exercise all management rights or functions. The exercise of management rights by the City is not subject to prior notice, discussion or negotiation with the CEAB. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and the authority of the City as granted to it under Nebraska law and City ordinances. These rights, power, and authority include, but are not limited to the following:

1. To determine, effect, and implement the objectives and goals of the City.
2. To manage and supervise all operations and functions of the City.
3. To establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours, including the determination of the number of actual hours to be worked in any day, week or shift.
4. To schedule employees for work in any given work week on days which are not consecutive.
5. To determine the number of employees necessary to operate any department, classification, or division.
6. To determine the management organization for each department.
7. To select who will be hired or not hired.
8. To utilize part-time and temporary employees.
9. To determine the knowledge, skill, qualifications and other abilities necessary for employees.
10. To establish and revise safety standards.
11. To decide where or when training on a particular operation or job is required, how much training is required, and the right to move, retrain and transfer employees.
12. To establish or modify job duties and classifications.
13. To establish, modify, change and discontinue performance standards, including quality standards.
14. To examine, classify, promote transfer, assign, and retain employees; ~~to suspend, demote, discharge~~demote, suspend or terminate, or take other disciplinary action against employees for ~~just~~ cause; and to relieve employees from duties due to lack of work or funds.
15. To determine, establish, set and implement policies for the selection, training, and promotion of employees.
16. To create, establish, change, modify, subcontract, merge, sell and discontinue any City function, operation, and department.
17. To establish, implement, modify, and change financial policies, accounting procedures, price of services, public relations and procedures and policies for the safety, health, and protection of City property and personnel.
18. To adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provisions of the Agreement, including policies governing attendance, substance abuse, drug or alcohol testing, and to establish the disciplinary consequences of violations.
19. To establish, select, modify, change, or discontinue equipment, materials, and the layout

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- and arrangement of machinery.
20. To determine the size and character of inventories and their disposal.
 21. To determine and enforce employee's quality and quantity standards.
 22. To engage consultants for any function or operation of the City.
 23. To sell, transfer, lease, rent or otherwise dispose of City equipment, inventories, tools, machinery, or any other type of property or service.
 24. To establish, adopt, modify, change, and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
 25. To control and the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the City.
 26. To determine which services are to be rendered, supplied, or discontinued.
 27. To establish, implement, change, modify, adjust, and discontinue any process, technique, method, or service, and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.
 28. To determine the location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and to relocate departments, divisions, subdivisions, locations, and to close and discontinue same.
 29. To classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. CEA will be notified of any changes.
 30. To provide for temporary changes in work assignments, requirements, and restrictions in Emergency Circumstances. Emergency Circumstances shall be defined as any natural or manmade disaster, pandemic, or state of emergency, affecting the City of Bellevue.

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SECTION 2. The listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the City's business and the direction of the work force, which the City has not specifically abridged, delegated, or modified by this Agreement, whether or not the City had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the City.

SECTION 3. The City's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the City right to exercise such power, function, authority, or right in a different manner, or preclude the City from exercising such power, function, authority or right in the future.

SECTION 4. In the event of an actual conflict between this Article and another Article of this Agreement, such conflict will be subject to the grievance and arbitration provisions of this Agreement.

SECTION 5. Any management rights change to policy, rules and regulations affecting wages and hours of the bargaining unit employees which is not in actual conflict with the terms of this Agreement, such change shall be subject to mandatory negotiation with the CEAB notwithstanding any other provision of this Agreement.

ARTICLE 3

CHECK OFF

SECTION 1. Each regular pay period the City shall automatically deduct the amount of the regular CEAB legal donation from the pay of each CEAB member (hereinafter "Member"), provided that at the time of such deduction it is in the possession of the Payroll Division of the Finance Department a current written agreement, executed by the respective Member, in the form and according to the terms of the authorization form attached hereto, marked Appendix "D" and made a part hereof ("Authorization for Payroll Deduction"). The City shall remit such deductions to the address provided by the Civilian Employees Association of Bellevue.

SECTION 2. Such deductions of legal donation shall be made by the City for each regular pay period and continue until such time as the Authorization for Payroll Deduction has been withdrawn by the Employee in writing, and delivered to the ~~Human Resources Department, Personnel Division of the Administrative Services Department,~~ with a copy provided to the CEAB. ~~Notice will be given to the CEAB of any cancellations of legal donations.~~

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SECTION 3. If the employee has signed an Authorization for Payroll Deduction form during his/her first pay period, then no legal donation shall be deducted until the next pay period, which deduction shall be limited to the amount of the current regular pay period CEAB legal donation, and shall not include legal donation for prior pay periods or any portions thereof.

SECTION 4. Previously signed and unrevoked written authorizations shall continue to be effective as to Members reinstated following layoff, leave of absence, or a suspension not exceeding sixty (60) days.

SECTION 5. At the time of the execution of this Agreement, the CEAB shall advise the Finance Director in writing of the exact amount of the regular monthly CEAB legal donation for each pay period. If, subsequently, the CEAB requests the City to deduct additional monthly CEAB legal donation, such requests shall be instituted only upon written assurance by the CEAB to the City that the requested amount is the regular monthly CEAB legal donation duly approved in accordance with the CEAB's constitution and bylaws.

SECTION 6. The City shall not be liable for the remittance of payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any Member as above provided, upon notice from the CEAB it shall make that deduction from the Member's next pay period in which CEAB legal donation are normally deducted. If the City makes an overpayment to the CEAB, the City will deduct that amount from the next remittance to the CEAB. The CEAB agrees to indemnify and hold the City harmless from and against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article 3.

SECTION 7. The City agrees to provide this service without charge to the CEAB.

ARTICLE 4

HOURS OF WORK/OVERTIME

SECTION 1. A five (5) day, eight (8) consecutive hours per day, and forty (40) hour work week, or a shift schedule corresponding to more than eight (8) consecutive hours per day but no more than forty (40) hours per week, will be the standard work week for Employees.

SECTION 2. The work schedules for Employees shall be established by each City Department Director in accordance with below stated shifts.

Employees whose work shifts begin at 7:00am shall work until 3:30pm. All employees assigned to this work shift that work the entire shift shall receive two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period; or the paid break periods may be combined with the unpaid meal period for a sixty (60) minute meal period. If the employee works less than the defined shift for the day, paid breaks will be given at the rate of one (1) paid fifteen (15) minute break per every 4 hours worked. Partial credit will not be given for hours worked under 4 hour increments in a day.

Employees whose work shift begins at 8:00am shall work until 4:30pm. All employees assigned to this work shift that work the entire shift shall receive two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period; or the paid break periods may be combined with the unpaid meal period for a sixty (60) minute meal period. If the employee works less than the defined shift for the day, paid breaks will be given at the rate of one (1) paid fifteen (15) minute break per every 4 hours worked. Partial credit will not be given for hours worked under 4 hour increments in a day.

Employees who have successfully completed their introductory period may work a flexible schedule ("flextime") with the prior written approval of their department director. Upon receipt of a flextime request, the department director will consider the job duties and performance of the individual requesting flextime and the staffing needs of the department. The department director may suspend or cancel the flextime arrangement at any time depending on staffing needs or the employee's job duties or performance.

Employees whose work shift begins other than 7:00 am or 8:00 am, or Employees working an approved flextime schedule, shall work eight and one-half (8½) hours and shall receive two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period or the paid break periods may be combined with the unpaid meal period for a sixty (60) minute meal period. If the employee works less than the defined shift for the day, paid breaks will be given at the rate of one (1) paid fifteen (15) minute break per every 4 hours worked. Partial credit will not be given for hours worked under 4 hour increments in a day.

Employees whose work shift consists of ten (10) hour work day shall work a ten and one-half (10½) hours work day which will include two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period or the paid break periods may be combined with the unpaid meal period for a sixty (60) minute meal period. If the employee works less than the defined shift for the day, paid breaks will be given at the rate of one (1) paid fifteen (15) minute break per every 4 hours worked. Partial credit will not be given for hours worked under 4 hour increments in a day.

Any employee who does not receive their two (2) paid breaks or their thirty (30) minute unpaid meal period, said time shall be counted as hours worked in computing overtime.

SECTION 3. An Employee may, in lieu of overtime compensation, accumulate compensatory time. As used in this Agreement the term "Compensatory Time" means leave time earned at one and one-half (1½) times the number of overtime hours worked. The maximum balance of accrued compensatory leave is 80 hours maximum at any one time.

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as follows:

Fiscal year 2017/18	80 hours maximum
Fiscal year 2018/19	60 hours maximum
Fiscal year 2019/20	40 hours maximum
Fiscal year 2020/21	20 hours maximum

Employees who work overtime and who have the maximum accrued amount of compensatory time during the respective year shall be compensated in cash at their regular overtime pay rate. Accumulated compensatory time shall be used within each contract year wherein it was earned and cannot be carried forward to the next contract year. Any accumulated compensatory time not used within the contract year shall be paid to the Employee in cash at the first regular payroll period in the next scheduled contract year.

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On September 30th, employees whose balance exceeds the new maximum for the upcoming fiscal year will have the exceeding amount paid out to them on the first full payroll in October. (Example: on September 30th of 2018, if an employee has a balance of 78 hours in their comp bank they will receive a payout of 18 hours.)

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SECTION 4. Work performed by any Employee scheduled to an 8 hour work shift who works in excess of eight (8) hours in any work day shall be compensated at a rate of one and one-half (1½) times the regular rate of pay for the number of hours of overtime worked. Work performed by any Employee scheduled to a 10 hour work shift who works in excess of ten (10) hours in any work day shall be compensated at a rate of one and one-half (1½) times the regular rate of pay for the number of hours of overtime worked. Work performed by employees in excess of forty (40) hours in any work week shall be compensated at a rate of one and one-half (1½) times the regular rate of pay for the number of hours of overtime worked. Vacation, compensatory time, holiday time, bereavement leave and military leave shall be considered as hours worked in computing overtime. Sick leave shall not be considered as hours worked in computing overtime.

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SECTION 5. When an employee that is not previously assigned to the "Winter Call-Out Assignment Schedule" for the day is notified to return to work after having clocked-out at the end of their normal shift, such time shall be classified as a call-in and paid one and one-half (1½) times his/her regular rate of pay for the additional number of hours worked (starting upon arrival) or a minimum of two (2) hours at overtime rate, whichever is greater. If an employee is notified to return to work during a date that has been previously assigned to them under the "Winter Call-Out Assignment Schedule", that call-out event is not eligible for a guaranteed minimum amount of hours at the overtime rate. Any employee that has agreed to be a substitute for an employee originally assigned to the "Winter Call-Out Assignment Schedule" will not be eligible for a guaranteed minimum amount of hours at the overtime rate.

For purposes of this article, a "call-in" is defined as a situation where an employee is called in to work for reasons other than emergencies not controlled by the City (e.g. tornado, flood, blizzard, accumulation event, or any other act of nature).

SECTION 6. The hours of work for those Employees in the Street, Fleet, Park and Wastewater Departments shall be Monday through Friday, starting at 7:00a.m., except that the City, in an emergency, shall have the right to temporarily change the starting schedule by two (2) hours. Work days may be adjusted from the Monday through Friday to Tuesday through Saturday in all City Departments covered by this contract. In addition, if the City Administrator orders operations to change due to Emergency Circumstances as defined in Article 2+ Management Rights, temporary changes can be made to employee start and end times as well as required days of work.

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Starting time will remain at 7:00am or 8:00am whichever is the employees normal work shift. This starting time may be adjusted in an emergency by two (2) hours. Any emergency not controlled by the City (i.e. tornado, flood, blizzard, or any other act of nature) allows this section to be utilized with a 12 hour notice as deemed necessary by the Department Director. All hours of work and overtime guidelines will apply as outlined in Article 4.

SECTION 7. Semi-permanent changes to an employee's schedule, or changes that will impact the start and end time of a work shift due to reasons other than an Emergency not controlled by the City as defined in Section 6, will be approved by the Department Director and will be posted in all affected departments for a minimum of seven (7) days prior to the change. Prior to this section being utilized the City will make a reasonable effort to ensure all seasonal and part-time employees have been utilized to meet the work load needs.

If the new assignment causes undue hardship to the assigned employee it will be reviewed by the Department Director prior to implementation of new work schedule for that employee.

The adjusted work day schedule will be for a minimum of eighty (80) hours (ten (10), eight (8) hours days) and the maximum will be 160 hours (twenty (20), eight (8) hour days).

All hours of work and overtime guidelines will apply as outlined in Article 4 for both work shifts.

SECTION 8. The hours of work for those Employees assigned to the Library when working a day shift shall be 8:00a.m. to 5:00p.m. When an Employee is assigned an evening shift, work hours shall be 12:00pm (noon) to 9:00pm. The Library Director shall establish work schedules that address a six (6) day per week operation as required to serve the public, or seven (7) day work week subject to the Library's budgetary and operational needs.

SECTION 9. Any modifications made to an employee's time sheet must be discussed and reviewed with the employee prior to said modification taking place.

SECTION 10. An employee who is on vacation leave or compensatory time and is called into work for an emergency, the employee will have the option to complete their regularly assigned eight (8) hour work shift using regular time worked or remain on paid leave and receive call-out pay.

ARTICLE 5

LEAVE PROVISIONS

SECTION 1.

A. COMPUTATION OF VACATION:

1. **Employees Hired Before May 1, 2012.** Employees hired before May 1, 2012 shall continue to earn vacation time upon completion of each full month of employment as follows:

<u>Years of Department (CITY) Employment</u>	<u>Monthly Hours of Vacation</u>
Beginning of 1 st year of employment	8 hours
Beginning of 5 th year of employment	11 hours
Beginning of 10 th year of employment	14.33 hours
Beginning of 15 th year of employment	16 hours
Beginning of 20 th year of employment	17.66 hours
Beginning of 25 th year of employment	21 hours

2. **Employees Hired On or After May 1, 2012.** Employees hired on or after May 1, 2012 shall earn vacation time upon completion of each full month of employment as follows:

<u>Years of Department (CITY) Employment</u>	<u>Monthly Hours of Vacation</u>
Beginning of 1 st year of employment	8 hours
Beginning of 5 th year of employment	10 hours
Beginning of 10 th year of employment	12 hours
Beginning of 15 th year of employment	14 hours
Beginning of 20 th year of employment	16 hours
Beginning of 25 th year of employment	20 hours

3. Vacation leave balances must not equal or exceed ~~160~~200 hours as of September 30th each calendar year ~~the employee's date of their full time hire anniversary~~. Employees whose vacation leave balance equals or exceeds ~~200~~160 hours will not be eligible to earn additional vacation leave pursuant to Section 1(A) until they reduce their vacation leave balance below ~~160~~ 200 hours.

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SECTION 2. SCHEDULING VACATION: Employees shall be provided the opportunity to take vacation leave in accordance with time earned as defined in Section 1. In accordance with the staffing needs as determined by the Department Head, Employees shall have the right to select their vacation leave by seniority as defined in Article 11.

SECTION 3. SELLING VACATION TIME: Employees shall be permitted to request a cash in of ~~vacation twice per fiscal year. At the time of cash in, the employee's vacation balance remaining after the cash in must be 40 hours or more, up to forty (40) hours of vacation time one-time annually (within their 12-month anniversary date of full-time hire).~~

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SECTION 4. SICK LEAVE:

A. Employees Hired Before October 1, 2012. Employees hired before October 1, 2012 shall continue to earn sick leave at the rate of 12 hours sick leave with pay for each full calendar month of continuous employment. Subject to Section 5A, there shall be no maximum amount of accumulated sick leave, but such accumulation cannot be converted into vacation in lieu of sick leave accumulation.

B. Employees Hired On or After October 1, 2012. Employees hired on or after October 1, 2012 shall earn sick leave at rate of eight (8) hours sick leave with pay for each calendar month of continuous employment. Subject to Section 5B, there shall be a maximum amount of accumulated sick leave of 960 hours, and such accumulation cannot be converted into vacation in lieu of sick leave accumulation.

C. Employees Hired On or After October 1, 2021. Employees hired on or after October 1, 2021 shall earn sick leave at rate of eight (8) hours sick leave with pay for each calendar month of continuous employment. Subject to Section 5C, there shall be a maximum amount of accumulated sick leave of 960 hours, and such accumulation cannot be converted into vacation in lieu of sick leave accumulation.

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If an employee is absent from work for more than three (3) days, management may ask for substantiating documentation, if they suspect sick leave abuse.

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SECTION 5. SICK LEAVE PAYOUT:

A. Employees Hired Before October 1, 2012. Employees hired before October 1, 2012 who resign or retire from the City in good standing and who have at least five (5) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be only for one-half the accumulated hours of sick leave not to exceed a maximum cash payout in the amount of nine hundred sixty (960) cash hours. The cash payout shall be at the Employee's regular rate of pay at the time of separation. In the event of the Employee's death, this benefit shall apply to the employee's designated beneficiary.

B. Employees Hired On or After October 1, 2012. Employees hired on or after October 1, 2012 who resign or retire from the City in good standing and who have at least five (5) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be only one-half the accumulated hours of sick leave not to exceed a maximum cash payout in the amount of four hundred eighty (480) hours. The cash payout shall be at the Employee's regular rate of pay at the time of separation. In the event of the Employee's death, this benefit shall apply to the employee's designated beneficiary.

C. Employees Hired On or After October 1, 2021. Employees hired on or after October 1, 2021 are not eligible for any sick leave payout upon separation from the City. In the event of the Employee's death, there will be no sick leave payout benefit for the employee's beneficiary.

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SECTION 6. BEREAVEMENT LEAVE: In the event of the death of an Employees father, mother, step-parent, sister, brother, grandmother, grandfather, grandchild, spouse, or child related by blood, marriage, or adoption, the Employee will be permitted to take bereavement leave with pay, not to exceed five (5) business days, including the day of the funeral.

In the event of the death of the father, mother, sister, brother, grandmother or grandfather of the Employee's spouse, the Employee will be permitted to take bereavement leave with pay, but not to exceed three (3) business days, including the day of the funeral.

In the event of the death of an Employee's aunt, uncle, niece or nephew, the Employee may, with the approval of the City Administrator or his/her designated representative, be permitted to take bereavement leave with pay for the day of the funeral.

SECTION 6. BEREAVEMENT LEAVE (Cont.):

The above may be extended at the discretion of the City.

Bereavement leave shall be considered separate from sick leave and vacation leave and is not required to be taken consecutively.

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Upon written request by the employee, the City Administrator may grant vacation leave to be utilized in conjunction with bereavement leave.

SECTION 7. MATERNITY LEAVE: A female employee may use sick leave when unable to perform her normal work duties by reason of pregnancy when supported by a physician's statement certifying that due to the Employee's pregnancy the Employee is unable to perform her normal work duties. An Employee who has exhausted her allowance of sick leave shall be entitled to maternity leave without pay, provided that all maternity leave shall be supported by a physician's statement certifying that due to the Employee's pregnancy the Employee is unable to perform her normal work duties and the physician will not release her to perform her normal work duties.

The Employee shall inform the Department Director within two weeks after pregnancy has ended of the date she intends to return to work. Upon her reinstatement from maternity leave, the

Employee shall be given credit for previous service and accrued retirement benefits, and accumulated seniority.

SECTION 8. MILITARY LEAVE: An employee who is a member of a U.S. Military Organization is entitled to attend field exercise or instruction not to exceed one hundred twenty (120) hours in one calendar year (January 1-December 31) without loss of pay or benefits in accordance with State Statutes.

SECTION 9. JURY DUTY/REQUIRED ELECTION DUTY: When summoned by competent jurisdiction, employees will attend jury duty or required election duty without loss of pay. The employee receives his or her regular salary provided he/she turns the jury pay over to the City Finance Office.

SECTION 10. SICK LEAVE DONATION. In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, employees shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. Any time donated must be used consecutively for the approved occurrence. A maximum of 480 hours can be donated to any one employee within a 12 month period from date of initial occurrence; donated time cannot exceed 12 weeks. A request for permission to allow the donation will be submitted to the City Administrator by the Civilian Employees Association of Bellevue President or Vice President prior to asking the employees for assistance. The request will only be submitted after all earned time off (including vacation, compensatory, and sick leave) has been exhausted by the employee in need. Once the occurrence ends (e.g. the employee returns back to work), all unused sick time donations will be distributed proportionately back to the donors.

ARTICLE 6

HOLIDAYS

SECTION 1. The following, together with any other days that may be so designated by the City, shall be paid holidays for all Employees (hereinafter "Holiday")

- 1. New Year's Day
- 2. Martin Luther King's Birthday
- 3. Presidents' Birthday
- 4. Memorial Day
- 4.5. Juneteenth
- 5.6. Independence Day
- 6.7. Labor Day
- 7.8. Veteran's Day
- 8.9. Thanksgiving Day
- 9.10. Day after Thanksgiving Day
- 10.11. Christmas Day
- 11. Employee's Birthday (per respective Employee)

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SECTION 2. Each Employee who is not required to be on work duty will be allowed to be absent from work with pay on a Holiday. However, in order to receive pay for a Holiday, an Employee must not have been absent without pay on the work day immediately preceding or immediately following the Holiday unless excused in writing by the Employee's Supervisor.

SECTION 3. The Holiday shall be observed on the same day the City observes the Holiday. ~~Employees are encouraged to observe their birthday holiday on their actual birthday, but may elect to utilize the birthday holiday during the pay period in which the birthday occurs.~~

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SECTION 4. If a holiday occurs while an Employee is on Worker's Compensation or other disability compensation, no credit for the holiday shall be allowed.

SECTION 5. An Employee required to work on a Holiday shall be compensated at the rate of one and one-half (1½) times the Employee's regular rate of pay for the actual number of hours worked, in addition to the Employee's regular pay.

SECTION 6. When a holiday occurs on a Saturday, it shall be observed on the preceding Friday. When a holiday occurs on a Sunday, it shall be observed on the following Monday.

SECTION 7. Whenever a Holiday falls during an employee's authorized leave, such observed Holiday shall not be charged against the employee's authorized leave.

ARTICLE 7

EDUCATION COMPENSATION

SECTION 1. EDUCATION INCENTIVE COMPENSATION. In addition to regular hourly wages, Employees in positions with no higher education requirement shall receive educational incentive compensation according to the following schedule so long as the higher education (hereinafter defined) hours are reasonably related to their positions:

~~A. Upon successful completion of 30 accredited higher education credit hours - \$5.00 per month.~~

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AB. Upon receipt of an Associate's Degree - \$10.00 per month.

~~C. Upon successful completion of 90 accredited higher education credit hours - \$15.00 per month.~~

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DB. Upon receipt of a Bachelor's Degree - \$20.00 per month.

HIGHER EDUCATION: Higher education is defined as education beyond high school which is defined specifically as that provided by accredited colleges, graduate schools, professional schools, trade schools, and metro or community colleges.

SECTION 2. REIMBURSEMENT. The City agrees to reimburse Employees fifty percent (50%), not to exceed \$5,250 per fiscal year, of the cost of all fees, tuition, registration, books, and costs associated with the higher education hours, provided no payment shall be made except when the Employee shows proof of obtaining a "B" or better, or equivalent grade for the course. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed.

SECTION 3. All Employees must have advanced written approval from the Department Director and HR Manager in order to receive educational incentive compensation under Section 1 of this Article and reimbursement under Section 2 of this Article. An Employee must appeal any denial from the Department Director and/or HR Manager in writing within thirty (30) days to the City Administrator, who has final authority to approve or deny the Employee's request. Upon satisfactory completion of the course, the Employee shall submit proof of expenses to the Department Director and HR Manager together with a copy of the Employee's grades and/or transcripts, which shall be filed in the Employee's personnel file.

SECTION 4. Employees required to achieve and/or maintain specific licenses and/or certificates shall do so at the City's expense. If the employee does not successfully obtain licensing and/or certification on the first attempt, subsequent attempts to obtain will not be paid for by the City. Scheduling tests, classes, seminars and continuing education required to achieve and/or maintain licenses and/or certifications shall be approved by the employees Department Director. The cost of the test, classes and/or seminars necessary to achieve and/or maintain the required license and/or certification shall be paid by the City. When traveling to, traveling from and during tests, classes, seminars and continuing education that is required by the employer, shall be considered on-the-clock and subject to the wage and overtime articles of this agreement. Whenever possible the City shall provide for transportation or the employee may submit mileage for reimbursement.

- A. Journeyman's license(s) will be compensated in accordance with Section 1 paragraph (A) above. If an employee holds more than one license, they will receive this compensation for each license (e.g. 2 licenses will allow the employee to receive \$10 per month.)
- B. Master's license/Contractor's license(s) will be compensated in accordance with Section 1 paragraph (B) above. If an employee holds more than one license, they will receive this compensation for each license (e.g. 2 Master's licenses will allow the employee to receive \$20 per month.)

~~Effective October 1, 2014,~~ The City shall pay for the renewal of all licenses and certifications that are required by the employee's job classification. If the employee does not successfully obtain licensing and/or certification on the first attempt, subsequent attempts to obtain will not be paid for by the City. All reimbursement requests will be paid within 45 calendar days of submission.

ARTICLE 8

Commented [AD21]: Tentatively agreed upon 07/01/21
Entirety of article T/A 07/14/21

ALLOWANCES

~~SECTION 1. Employees whose job classifications require steel toe safety footwear or work in inclement conditions; (i.e. cold, wet, or muddy) shall be entitled to a two hundred dollar (\$200) footwear allowance annually. The allowance shall be made available beginning the first week in November and ending last week of October of the following year. The footwear allowance shall be applied toward the purchase of job related footwear to include but not limited to: steel toe boots, steel toe shoes, insulated winter boots or the repair thereof. The footwear allowance shall be disbursed by a City purchase order or reimbursement of private purchase.~~

~~SECTION 2. The City shall provide up to three hundred dollars (\$300.00) annually towards the purchase of uniforms/clothing from the City approved vendor for the job classifications specified in Appendix E of this agreement. For those employees identified in Appendix E who wish to rent their uniforms, the City shall cover the cost of their rentals in the amount of three hundred and fifty (\$350) annually.~~

~~The City shall determine the type and design of each uniform which may be altered as to the weather conditions.~~

~~SECTION 3. When an employee is required to wear prescription eyewear to perform his/her duties and may be required to wear ANSI approved eyewear for reasons of safety, effectiveness or efficiency in the performance of those duties; the City shall cover a maximum amount not to exceed one hundred twenty five dollars (\$125.00) annually for the prescription safety eyewear. Eyewear shall be allowed to be replaced annually or when damaged/broken in the performance of the individual's duties or when a change in the individual's vision requires a change in their prescription.~~

~~SECTION 14. All fleet maintenance and fabrication technicians covered in Appendix B shall receive an annual taxable tool allowance of five hundred fifty dollars (\$550.00) on October 1 of each year during the length of this contract. The tool allowance will be paid to Employees in their payroll remitted the first pay period following October 1 of each year during the length of this contract. This allowance is to cover repair, replacement, or upgrade of the technician's personal tools that are used in the course of the day performing repairs of City vehicles and equipment.~~

~~Section 2. Employees whose job classifications require steel toe safety footwear, prescription safety eyewear or a uniform shall be entitled to those items provided to them by the City at no charge. The City shall determine the type and design of each uniform. The issuance and replacement of uniforms, steel toe safety footwear and prescription safety eyewear shall be based upon the quartermaster system. Any employee requesting a new uniform, steel toe safety footwear or prescription safety eyewear shall provide the quartermaster (department secretary or designee) the unserviceable items or uniform. Upon approval by the quartermaster, the employee shall be authorized to contact the appropriate City approved vendor for replacement item(s) that are not kept in stock. The Department Director shall decide if his/her department(s) are on quartermaster or clothing allowance. Whether it is quartermaster or clothing allowance, clothing must be appropriate, presentable and easily identifiable as a City Employee.~~

Commented [AD22]: Tentatively agreed upon 07/01/21

SECTION 35. See Appendix E for a list of job classifications which qualify them for the quartermaster system a clothing allowance under this Article.

ARTICLE 9

LONGEVITY PAY

SECTION 1. Additional compensation shall be granted to Employees based upon length of full-time employment service with the City. Such additional compensation shall be "Longevity Pay." Payment of Longevity Pay shall commence when the Employee begins the relevant year employment category. The year categories are not cumulative, and therefore, Employees shall only receive the amount of pay designated for each category, and not the total of all preceding categories.

<u>Employment Year Category</u>	<u>Longevity Pay</u>
Eight (8) years of employment	\$ 35.00 per month
Eleven (11) years of employment	\$ 75.00 per month
Fourteen (14) years of employment	\$110.00 per month
Seventeen (17) years of employment	\$150.00 per month
Twenty-one (21) years of employment	\$185.00 per month
Thirty (30) years of employment	\$220.00 per month

ARTICLE 10

WAGES

SECTION 1. Effective the first full payroll period in October, ~~(and retroactively to October 1, 2017)~~ following ratification of this Agreement by approval of the City Council, the City will implement the hourly wage scale in Appendix A. All employees will move to the step in their grade assignment that is the closest approximation of at least a 2% increase to their current wage, without a reduction. If the employee's wage is above the top step of the wage range for their position, their wage will be red-circled.

Commented [AD23]: Tentative Agreement 07/14/21

SECTION 2. The anniversary date of Employees shall be the calendar date upon which full-time employment with the City started. Annually, during the term of this agreement, employees may receive step advancements in accordance with the wage schedule set forth in Appendix A on the Employee's anniversary date. In the event an Employee is promoted, the Employee's anniversary date shall reflect the date of promotion for purposes of performance evaluations and eligibility for future step advancements.

~~Annually, on the employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for a one-time wage increase of 1.6% if their wage is at the top step of the wage range for their position.~~

Commented [AD24]: Tentative Agreement 07/14/21

If the employee's wage is above the top step of the wage range for their position, their wage will be red-circled. ~~Annually, on the employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an increase if the top rate of the wage range for their position increases to a higher rate than their current wage after the top rate is increased by 1.6% each year.~~

Commented [AD25]: Tentative Agreement 07/14/21

SECTION 3. For the purpose of this Agreement, the City and the CEAB shall agree that when an Employee is promoted to a higher grade, the Employee shall be placed in a pay step that gives him/her a pay increase to the closest approximation of five percent (5%).

SECTION 4. The City and the CEAB acknowledge that there are a number of promoted Employees who, upon reaching the maximum pay step for their pay grade, previously reverted back to their date of hire. The parties agree that, for the sake of fairness to these Employees, such Employees (and such Employees alone) shall remain on their date of hire anniversary for purposes of performance evaluations and eligibility for future increases. Employees that have "reverted" back to their original hire dates under past Agreements shall remain on their original hire date. Employees that have not "reverted" back to their original hire date will not do so upon reaching their maximum pay step for their pay grade and their promotion date will remain their date utilized for future evaluations and pay adjustments.

~~**SECTION 5.** Employees that have a full-time hire anniversary, or date of promotion anniversary if applicable, falling between October 1, 2017 and February 23, 2018 will be eligible for a one-time lump sum performance award if their wage is at the upper limit of the wage range for their position in the prior contract (dated October 1, 2014 – September 30, 2017). The performance award shall be~~

paid as follows:

Performance Target Results:	Performance Award Amounts:
≥ 110%	\$1,500.00
≥ 109%	\$1,400.00
≥ 108%	\$1,300.00
≥ 107%	\$1,200.00
≥ 106%	\$1,100.00
≥ 105%	\$1,000.00
≥ 104%	\$900.00
≥ 103%	\$800.00
≥ 102%	\$700.00
≥ 101%	\$600.00
≥ 100%	\$500.00

~~All performance awards are contingent upon job performance and are subject to successful completion of quantifiable and measurable performance targets on the City's performance management system, as mutually agreed upon between the employee and their supervisor. For purposes of the City's performance management system, successful completion shall mean a score of 100% or greater. Only a denial of a performance award is subject to the grievance and arbitration provision of this Agreement.~~

~~Employees who have been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding twelve (12) month period, shall not be eligible for a performance award. In the event an employee is promoted to another position within thirty (30) days of their anniversary date, the employee shall remain eligible for a performance award based upon the prior 11 month period of evaluation.~~

~~All provisions of this section cease on February 23, 2018.~~

Commented [AD26]: Tentative Agreement 07/14/21

SECTION 56. Employees who have been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding twelve (12) month period, shall not be eligible for a step advancement, ~~or one-time wage increase of 1.6%.~~

Commented [AD27]: Tentative Agreement 07/14/21

SECTION 6. Winter Snow Plow Incentive

All employees on the on-call snow removal roster that has a regularly assigned on-call schedule and call-out route will be eligible for payment under the incentive program. Fleet Maintenance employees with a regularly assigned on-call schedule shall qualify as well. Payments of the Winter Snow Plow Incentive will be made in two (2) increments as outlined below:

Payment 1-

\$500 separate check paid on the last payroll in November. There are no caveats to receiving this payment other than being a qualifying (per this section) full-time employee as of that payroll date.

Payment 2-

Up to a \$600 separate check paid on the first payroll in April following the snow plow season.

Eligibility and payment is determined based upon the following criteria:

- o Must be a qualifying (per this section) full-time employee as of the date of payment.
- o \$600 paid if you have 0-2 unplanned and unavailable absences during the Winter season
- o \$400 paid if you have 3-4 unplanned and unavailable absences during the Winter season
- o \$0 paid if you have 5 or more unplanned and unavailable absences during the Winter season

Commented [AD28]: Tentative Agreement 07/14/21

SECTION 7. WASTEWATER ON-CALL PAY

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Employees that are designated to be on-call in the Wastewater (WW) division of the Public Works Department, that are subject to the provisions and work restrictions as outlined in the Wastewater on-call procedures policy which includes but is not limited to the requirements of the employee(s) to remain fit for duty, to be able to be reached immediately, to remain within a reasonable call-back radius, and to respond for duty if summoned, will be eligible for "WW On-Call" pay in the amount of \$100 per week for any week that the employee is on-call. Eligibility will be determined by the Wastewater Operations Manager. If you are sick, or otherwise unable to participate in the WW On-Call assignment for the week, payment will not be issued. Any trade assignments that may be done will not impact "WW On-Call" pay for the week and will not be transferred between employees through the payroll system.

ARTICLE 11

Seniority/Filling of Vacant Positions

SECTION 1. "Seniority" means the employee's length of continuous service with the City, except as otherwise provided herein.

SECTION 2. "Continuous service" as used in Section 1 means an employee's length of service while in the bargaining Unit without break or interruption provided, that layoff of one (1) year or less, suspension for disciplinary purposes, absence on authorized leave with or without pay, or absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, shall not constitute a break or interruption in service within the meaning of this Article.

SECTION 3.

A. The introductory period of employment with the City of Bellevue shall consist of six (6) months of actual employment in classification; any interruption of employment during such period shall not be counted as part of the introductory period. Lay-offs of less than fourteen (14) scheduled work days shall not constitute an interruption of employment within the meaning of this Section for either the introductory period with the City of Bellevue or any promotional introductory period.

The introductory period for fulltime employees hired after May 9, 2011 shall be six (6) months from the date of hire, and said employees shall receive a step increase after that six-month period.

B. During the introductory period, employees shall be allowed to transfer or relocate only if it is agreed upon by the City, the employee, and the CEAB.

SECTION 4. Where two or more employees began work on the same date, their Seniority standing shall be determined in the order in which they filed their respective application for employment.

SECTION 5. Where an employee holds a non-bargaining unit employment position, he/she shall retain all Seniority earned in all bargaining unit classifications in which he/she was previously employed. In no event shall non-bargaining unit employment service with the City be considered in calculating Seniority under this Agreement.

SECTION 6. The City shall have the exclusive right to promote employees into a higher classification provided, however, that when the employees abilities to perform the work in the higher classification are substantially equal, Seniority, as defined above, shall govern. An employee's past performance, including disciplinary action and performance appraisals will be considered in (1) promoting Employees and in (2) differentiating Employees with substantially equal Seniority.

SECTION 7. When the employee of the bargaining unit performs the duties of a position in a classification higher than the classification currently held by the employee the employee shall receive a temporary pay increase. The rate of pay for employees working in a higher classification as assigned by the department superintendent or director shall be determined as follows; an employee shall be paid at the pay step of the higher classification that is closest to a five percent (5%) increase over his/her current pay, but in no case shall the employee receive a pay reduction. Should the position the employee is working in out of class be in another union. the employee shall receive a 5% increase over his/her current pay. No employee shall work out of classification in a vacant position for more than 120 90 calendar days. This language is to be applied for each vacant job classification.

Commented [AD30]: Tentatively agreed upon 07/01/21

When employee or a management position will be or has been vacant for 40 consecutive hours, the Supervisor may assign an employee to fill the vacancy on a temporary basis. If the employee has never filled in or is unfamiliar with the duties of the higher classification the first 40 hours may be utilized for training purposes at the employees' present rate of pay. The training clause will apply only once per employee per each individual job classification.

The "Working Out of Classification" form will be filled out completely and copies given to the Employee, Department Director, Personnel Payroll file and the Civilian Employees Association of Bellevue President.

ARTICLE 12

LAYOFFS

SECTION 1. The City may lay off an employee because of a position elimination, department re-organization, lack of work, or lack of funds. When determining the order of layoffs, the City will consider an employee's job performance, including disciplinary actions and performance evaluations, and seniority.

SECTION 2. No Employee shall be laid off from any work classification while there are provisional, probationary, part-time or seasonal employees working in the same work classification.

SECTION 3. In the event an Employee becomes subject to layoff in his/her respective work classification, and is the best qualified to perform duties in a lateral or lower pay classification within the bargaining unit, such Employee, with the City Administrator's approval, shall be permitted to transfer to a position in the lateral or lower classification ("bumping"); provided, however, bumping or transferring to a lower classification shall also be at the, lower classification's rate of pay. Prior to the bumping clause being utilized all vacant positions within the bargaining unit will be filled prior to the bumping taking place. An Employee in such lateral or lower classification subjected to layoff by virtue of the provisions of this Section 3, shall be laid off in accordance with the provisions of Section 1 hereof.

SECTION 4. The names of Employees who have been laid off shall be placed on a layoff list, kept in the normal course of business and maintained by the Human Resources Administrative Services Department, and shall be eligible for re-employment for a period of six (6) months from the date of the layoff. In the event the City attempts to hire employees during such six (6) month period to fill a classification for which the laid off Employee(s) is best qualified, the City shall first attempt to rehire from the list in reverse order of layoff; provided, such Employees return to work within fourteen (14) calendar days after notification of a reemployment opportunity.

Commented [AD31]: Tentatively agreed upon 07/01/21

SECTION 5. Where an Employee has accepted a position in a lateral or lower work or pay classification by virtue of a reduction in the Unit work force, such Employee shall have the first opportunity to be recalled to his/her former classification, whenever a job becomes available, in reverse order of reduction, regardless of the length of time that has expired between the acceptance of the lower classification and the availability of a job in such Employee's former classification.

ARTICLE 13

INSURANCE

SECTION 1. The City shall provide Employees a group insurance coverage for medical/surgical, including major medical benefits ("Group Insurance Plan"). The City shall pay ninety-two and one half percent (92.5%) of the insurance premium for the individual Employee coverage under the Group Insurance Plan.

An employee obtaining employee and spouse, employee and child(ren) or family coverage in accordance with this plan shall pay eighteen percent (18%) of the monthly health insurance premium in effect at the time of coverage.

The insurance benefits provided under the Group Insurance Plan shall be substantially the same benefits which are in effect at the time the parties sign this Agreement. The City shall provide each Employee covered by the Group Insurance Plan with a prescription card.

SECTION 2. The Group Insurance Plan is incorporated into Appendix C of this Agreement.

SECTION 3. The City shall provide group dental coverage for Employees. The City shall pay the entire premium for the individual Employee coverage. The coverage shall be substantially the same as presently in force for each Employee, and Employees may add their family at their own expense at the presently applicable premium rate. (See Appendix C)

SECTION 4. Provided the Employee has been enrolled in the City's Group Insurance Plan for a minimum of one (1) year prior to the Employee's official retirement date, and has been employed by the City for a minimum of five continuous years, the City will pay the Group insurance Plan premium for any Employee who retires as follows:

SINGLE COVERAGE: After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay ninety-two and one half percent (92.5%) of the single coverage premium under the Group Insurance Plan for the first twenty-four (24) months following retirement or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay 50% of the single coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

FAMILY COVERAGE, EMPLOYEE AND SPOUSE OR EMPLOYEE AND CHILD(REN): After an Employee reaches the age of fifty-five (55) years and chooses a retirement option, the City shall pay eighty-two percent (82%) for the contract years, of the family coverage premium under the Group Insurance Plan for the first twenty-four (24) months after retirement, or until Employee becomes eligible for Medicare/Medicaid benefits, whichever comes first. Thereafter, the City shall pay 50% of the family coverage premium under the Group Insurance Plan until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

SECTION 5. The City shall provide a term life insurance policy for each Employee in an amount equal to (i) the Employee's annual salary plus \$7,000 or (ii) \$52,000, whichever is greater. (See Appendix C)

SECTION 6. The City and the CEAB agree to form a joint Health Insurance Committee to review and recommend changes that would reduce health insurance costs.

ARTICLE 14

RETIREMENT

SECTION 1. Each Employee shall contribute six percent (6%) of such Employee's gross wages to the Employee's pension and retirement plan and the City shall pay an additional six percent (6%) of each such Employee's gross wages toward the Employee's pension and retirement plan. The Employee's contributions shall be automatically deducted from each Employee's regular pay period check.

SECTION 2. Employees will be eligible to be vested in the City paid portion of retirement contributions as defined in the Plan Document for the plan.

ARTICLE 15

DISCIPLINE

SECTION 1. The City may not demote, suspend or terminate employees without ~~just~~ cause.

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SECTION 2. Prior to the demotion, suspension or termination of an employee, the City shall provide the employee with (1) ~~oral or~~ written notice of the charges, (2) explanation of the employer's evidence, and (3) an opportunity for the employee to present his or her side of the story during a pre-disciplinary *Loudermill* meeting.

Commented [AD33]: Tentatively agreed upon 07/01/21

SECTION 3. Employees may submit concerns regarding verbal or written reprimands to the Human Resources ~~Director Manager~~ for review. A written request for review must be submitted to the Human Resources ~~Director Manager~~ within five (5) City Business days of the receipt of the reprimand.

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SECTION 4. Employees may only grieve disciplinary action involving demotions, suspensions and terminations in accordance with this Agreement's Grievance and Arbitration procedure.

ARTICLE 16

GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1. A "Grievance" is defined as any dispute arising from the application and interpretation of this Agreement concerning wages, hours, or conditions of employment including ~~discharge, demotion or suspension, demotions, suspensions, and terminations~~ (but excluding other forms of disciplinary actions and layoffs as defined in Article 12 of this agreement).

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SECTION 2. Any Grievance arising under this Agreement, unless expressly excluded from this Article's coverage, will be handled in the following manner:

Step 1: Within fourteen (14) calendar days of the incident giving rise to the Grievance, or the Employee or the CEAB becoming aware of the incident giving rise to the Grievance, the Grievance shall be submitted in writing to the Employee's Superintendent or Department Head, outlining the nature of the Grievance, including the Article and Section of the labor agreement that is in dispute. In the event the employee reports directly to a Department Director then the employee shall adhere to Step 1, but will go to Step 3 in the event the grievance is denied. The Supervisor shall meet with the Employee within fourteen (14) calendar days to discuss the Grievance and shall have fourteen (14) calendar days after the date on which the meeting occurs to respond in writing (the "response") to the Grievance. Any grievance filed due to a ~~suspension, demotion or discharge, demotion, suspension or termination~~ action shall be filed in accordance with Step 3 of this Article.

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Step 2: If settlement is not reached under Step 1, the response and the Grievance shall be presented in writing by the Grievant to the Employee's Department Director within fourteen (14) calendar days after the date the response by the Supervisor was received by the Employee under Step 1. The Department Director shall have fourteen (14) calendar days to respond in writing to the Grievance.

Step 3: If settlement is not reached under Step 2, the response and the grievance shall be presented in writing by the Grievant to the City Administrator within fourteen (14) calendar days after the date the response by the Department Director was received by the Employee under Step 2. The City Administrator shall conduct such investigation and/or hearing and may call such witnesses as he/she deems, in his/her discretion, necessary to resolve the Grievance. The Employee shall be (1) given the opportunity to be present at the hearing, (2) allowed to call witnesses and present evidence, and (3) allowed to be represented by another individual of the Employee's choice. The extent of any investigation and/or hearing and the rules of procedure of same shall be wholly determined by the City Administrator.

The City Administrator shall respond to the Grievance in writing within fourteen (14) calendar days after the date of the completion of the investigation or hearing necessary. No Employee shall be ~~discharged or suspended~~ or terminated without pay without first receiving the hearing

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conducted by the City Administrator as provided by Step 2.

Step 4: If settlement is not reached under Step 3, then, within fourteen (14) calendar days after the date the City Administrator issues his/her written response under Step 3, the parties can either agree in writing to submit that particular Grievance to final and binding arbitration in accordance with Section 3 of this Article 15 or there is no such agreement, the Employee or the CEAB may file an action with a body of competent jurisdiction.

SECTION 3. In the event ~~that both the parties expressly agree in writing to final and binding arbitration as provided by Section 2 of this Article 15, the parties shall appoint an arbitrator by mutual agreement of the parties.~~ In the event the parties cannot agree upon an arbitrator, then the parties shall request the Director of the Federal Mediation and Conciliation Service to provide a list of five (5) available arbitrators, from among whom the parties shall choose an arbitrator. After receipt of the list the City Administrator and Grievant and his/her representative, if any shall meet within seven (7) calendar days and select an arbitrator by each party striking two names alternately. The party requesting arbitration shall have the right to strike the first name and the other party shall strike one name with the same process being repeated until one (1) name remains, who shall be the arbitrator. When an Employee elects to process a Grievance without CEAB representation, as is the Employee's right, the CEAB shall have the right after the arbitrator has been selected, to intervene and become a party to the proceedings. Any adjustment of Grievances between the City and an Employee not choosing to be represented or assisted by the CEAB must be consistent with the terms of this Agreement.

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Said arbitrator shall have no power to add to, subtract from, or in any way modify this Agreement, but he/she shall have the authority only to interpret and apply the provisions of the Agreement. The arbitrator shall have the power and authority to fashion a remedy in his/her determination of any Grievance.

The parties shall equally divide and share the expense of the arbitrator. Each party shall be responsible for compensating its own representatives and witnesses.

SECTION 4. All time periods/limitations set forth in this Article are of the essence and are to be strictly enforced against the party not complying therewith. Any time limitation provided herein may be waived or extended by written agreement of the City Administrator, or his/her designated representative and the Grievant(s) designated representative.

SECTION 5. The CEAB shall have the right to certify a reasonable number of Stewards who will, upon the request of an employee, be provided a reasonable amount of work time to process and investigate the employee's grievance. The employee shall obtain approval of the appropriate supervisor prior to contacting a Steward. The requested Steward will obtain the approval of the appropriate supervisor to be released during work time. Such requests will not be unreasonably denied. Upon ratification of this Agreement, and as revisions are necessary, the names will be provided to the City. On October 1 and April 1 of each year, the CEAB will provide a complete updated list of its designated Stewards to the City.

ARTICLE 17

LABOR MANAGEMENT COMMITTEE

~~SECTION 1. A Labor Management Committee shall be formed on an as-needed basis. The committee will consist of three (3) representatives from City management and three (3) representatives from the CEAB and shall meet, when needed, to discuss non-contractual labor relations items.~~

Commented [AD39]: Tentatively agreed upon 07/01/21

ARTICLE 178

SAVINGS CLAUSE

SECTION 1. Nothing contained in this Agreement shall be construed as repealing any lawful, recognized benefit provided through the City for Employees; no Employee shall inadvertently suffer any loss of wages, hours, or working conditions by reason of the signing of his Agreement.

SECTION 2. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 189

DURATION, ACCEPTANCE AND REOPENING OF THE AGREEMENT

SECTION 1. This Agreement shall be in full force and effective the first full payroll period following ratification by the CEAB and the City Council of the City of Bellevue, Nebraska.

SECTION 2. This Agreement, together with all terms, conditions, and effects thereof, shall remain in effect after its expiration date until a new contract is agreed upon.

SECTION 3. The CEAB and the City shall submit an original set of contract proposals to the other party a minimum of six (6) months prior to the expiration date of this agreement, as per Article 19, Section 1.

The CEAB and the City shall commence bargaining at a minimum of five (5) months prior to the expiration of this agreement, as per Article 19, Section 1.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of December, 2021.

City of Bellevue Mayor



Civilian Employees Association of Bellevue President

Approved by the City Council on this _____ day of December, 2021.

ATTEST:

City Clerk

APPENDIX A

PAY SCALE

	Steps										
	1	2	3	4	5	6	7	8	9	10	
Grade	2	\$ 10.50	\$ 10.73	\$ 10.97	\$ 11.21	\$ 11.46	\$ 11.71	\$ 11.97	\$ 12.23	\$ 12.50	\$ 12.78
	3	\$ 11.22	\$ 11.68	\$ 12.16	\$ 12.65	\$ 13.16	\$ 13.70	\$ 14.26	\$ 14.84	\$ 15.44	\$ 16.06
	4	\$ 12.81	\$ 13.15	\$ 13.50	\$ 13.86	\$ 14.23	\$ 14.61	\$ 15.00	\$ 15.40	\$ 15.81	\$ 16.20
	5	\$ 13.83	\$ 14.23	\$ 14.64	\$ 15.06	\$ 15.49	\$ 15.93	\$ 16.39	\$ 16.86	\$ 17.34	\$ 17.84
	6	\$ 15.02	\$ 15.53	\$ 16.06	\$ 16.60	\$ 17.16	\$ 17.74	\$ 18.34	\$ 18.96	\$ 19.60	\$ 20.28
	7	\$ 16.26	\$ 16.77	\$ 17.29	\$ 17.83	\$ 18.39	\$ 18.97	\$ 19.56	\$ 20.17	\$ 20.80	\$ 21.45
	8	\$ 17.45	\$ 18.06	\$ 18.69	\$ 19.34	\$ 20.01	\$ 20.70	\$ 21.42	\$ 22.16	\$ 22.93	\$ 23.72
	9	\$ 19.36	\$ 19.98	\$ 20.62	\$ 21.28	\$ 21.97	\$ 22.68	\$ 23.41	\$ 24.16	\$ 24.94	\$ 25.76
	10	\$ 20.50	\$ 21.10	\$ 21.72	\$ 22.36	\$ 23.02	\$ 23.70	\$ 24.40	\$ 25.12	\$ 25.86	\$ 26.64
	11	\$ 21.13	\$ 21.81	\$ 22.51	\$ 23.23	\$ 23.98	\$ 24.75	\$ 25.54	\$ 26.36	\$ 27.21	\$ 28.07
	12	\$ 22.49	\$ 23.15	\$ 23.83	\$ 24.53	\$ 25.25	\$ 25.99	\$ 26.75	\$ 27.53	\$ 28.34	\$ 29.16
	13	\$ 23.18	\$ 23.96	\$ 24.77	\$ 25.60	\$ 26.46	\$ 27.35	\$ 28.27	\$ 29.22	\$ 30.20	\$ 31.21

Upon Ratification

Effective October 1, 2021

	Steps->	1	2	3	4	5	6	7	8	9
Accounting Clerk		17.09	17.90	18.75	19.64	20.57	21.55	22.57	23.64	24.76
Accounting Clerk II		20.45	21.26	22.10	22.97	23.88	24.82	25.80	26.82	27.87
AEO I Parks		16.59	17.41	18.27	19.17	20.12	21.11	22.15	23.24	24.38
AEO I Streets		18.15	18.88	19.64	20.43	21.25	22.10	22.99	23.91	24.88
AEO II Parks/Streets		20.04	20.88	21.76	22.67	23.62	24.61	25.64	26.72	27.86
AEO III Street		21.90	22.74	23.61	24.51	25.45	26.42	27.43	28.48	29.58
Automotive Mechanic II		21.06	21.91	22.80	23.73	24.69	25.69	26.73	27.81	28.95
Automotive Servicer		15.43	16.13	16.86	17.63	18.43	19.27	20.15	21.07	22.03
Building Inspector		24.21	25.24	26.32	27.44	28.61	29.83	31.10	32.42	33.80
Cemetery Caretaker I		16.37	17.22	18.11	19.05	20.04	21.08	22.18	23.33	24.55
Cemetery Caretaker II		19.86	20.78	21.75	22.76	23.82	24.93	26.09	27.30	28.58
Clerk II		16.55	17.26	18.00	18.77	19.58	20.42	21.30	22.21	23.16
Code Enforcement Inspector		20.80	21.79	22.83	23.92	25.06	26.25	27.50	28.81	30.18
Code Enforcement Tech		20.32	21.22	22.16	23.14	24.16	25.23	26.35	27.51	28.72
Custodial Worker		14.01	14.61	15.24	15.89	16.57	17.28	18.02	18.79	19.60
Diesel Mechanic		21.56	22.42	23.32	24.25	25.22	26.23	27.28	28.37	29.52
Electrical Inspector		25.46	26.47	27.52	28.61	29.74	30.92	32.14	33.41	34.74
Fab Maint Worker/Equip Tech		19.80	20.55	21.33	22.14	22.98	23.85	24.76	25.70	26.68
Fabrication Tech		21.96	22.73	23.53	24.36	25.22	26.11	27.03	27.98	28.98
Landscape Specialist		19.00	19.77	20.57	21.40	22.27	23.17	24.11	25.09	26.11
Librarian I		24.43	25.37	26.35	27.37	28.42	29.52	30.66	31.84	33.06
Library Clerk		11.79	12.26	12.75	13.26	13.79	14.34	14.91	15.51	16.14
Library Specialist		20.52	21.35	22.21	23.11	24.04	25.01	26.02	27.07	28.15
Maintenance Worker I		17.28	17.97	18.69	19.44	20.22	21.03	21.87	22.74	23.63
Maintenance Worker II		19.63	20.40	21.20	22.03	22.89	23.78	24.71	25.68	26.67
Maintenance Worker III		21.45	22.19	22.96	23.75	24.57	25.42	26.30	27.21	28.15
Mini Bus Driver		12.55	13.13	13.73	14.36	15.02	15.71	16.43	17.18	17.96
P&I Tech		20.46	21.36	22.30	23.28	24.31	25.38	26.50	27.67	28.91
Parts Keeper II		22.62	23.39	24.18	25.00	25.85	26.73	27.64	28.58	29.53
Partskeeper I		17.54	18.17	18.82	19.50	20.20	20.93	21.68	22.46	23.26
Plumber/Building Maintenance		21.45	22.19	22.96	23.75	24.57	25.42	26.30	27.21	28.15
Plumbing/Mechanical Inspector		25.10	26.14	27.22	28.34	29.51	30.73	32.00	33.32	34.69
Property & Evidence Tech		20.47	21.37	22.31	23.29	24.32	25.39	26.51	27.68	28.92
Public Works Inspector		25.26	26.32	27.42	28.57	29.77	31.02	32.32	33.67	35.07
Records Technician		17.68	18.40	19.15	19.93	20.74	21.58	22.46	23.37	24.31
Safety Inspector		24.22	25.25	26.32	27.44	28.61	29.83	31.10	32.42	33.80
Secretary		18.30	19.10	19.93	20.80	21.71	22.66	23.65	24.68	25.75
Senior Fire Tech		23.65	24.64	25.67	26.74	27.86	29.03	30.24	31.51	32.83
Senior Technician		23.65	24.64	25.67	26.74	27.86	29.03	30.24	31.51	32.83
Traffic Sign Tech		22.28	23.07	23.88	24.72	25.59	26.49	27.43	28.40	29.41
Traffic Sign/Signal Technician		23.47	24.35	25.27	26.22	27.21	28.24	29.30	30.40	31.55
W/W Collections Crew Leader		24.12	25.06	26.04	27.05	28.10	29.19	30.33	31.51	32.74
W/W Maintenance Crew Leader		24.85	25.92	27.04	28.21	29.43	30.70	32.03	33.41	34.86
W/W Maintenance Mechanic		21.92	22.66	23.43	24.22	25.04	25.89	26.77	27.68	28.61
W/W Maintenance Repairer		20.28	21.18	22.12	23.10	24.13	25.20	26.32	27.49	28.71
W/W Maintenance Technician		21.43	22.24	23.08	23.95	24.85	25.79	26.76	27.77	28.83
W/W Maintenance Worker		17.45	18.15	18.88	19.64	20.43	21.25	22.11	23.00	23.95

Effective October 1, 2022

Steps->	1	2	3	4	5	6	7	8	9
Accounting Clerk	17.43	18.26	19.13	20.04	20.99	21.99	23.03	24.12	25.26
Accounting Clerk II	20.86	21.68	22.54	23.43	24.35	25.31	26.31	27.35	28.43
AEO I Parks	16.92	17.75	18.63	19.55	20.51	21.52	22.58	23.69	24.87
AEO I Streets	18.51	19.25	20.02	20.83	21.67	22.54	23.45	24.39	25.38
AEO II Parks/Streets	20.44	21.30	22.20	23.13	24.10	25.11	26.17	27.27	28.42
AEO II Street	22.34	23.20	24.09	25.01	25.97	26.96	27.99	29.06	30.17
Automotive Mechanic II	21.48	22.35	23.26	24.20	25.18	26.20	27.26	28.37	29.53
Automotive Servicer	15.74	16.46	17.21	17.99	18.81	19.67	20.57	21.51	22.47
Building Inspector	24.63	25.74	26.84	27.98	29.17	30.41	31.71	33.06	34.48
Cemetery Caretaker I	16.70	17.57	18.48	19.44	20.45	21.51	22.63	23.81	25.04
Cemetery Caretaker II	20.26	21.20	22.19	23.22	24.30	25.43	26.61	27.85	29.15
Clerk II	16.88	17.60	18.36	19.15	19.97	20.83	21.72	22.65	23.62
Code Enforcement Inspector	21.22	22.23	23.29	24.40	25.56	26.78	28.05	29.38	30.76
Code Enforcement Tech	20.73	21.65	22.61	23.61	24.65	25.74	26.88	28.07	29.29
Custodial Worker	14.29	14.90	15.54	16.21	16.90	17.62	18.38	19.17	19.99
Diesel Mechanic	21.99	22.87	23.79	24.74	25.73	26.76	27.83	28.94	30.11
Electrical Inspector	25.97	27.00	28.07	29.18	30.34	31.54	32.79	34.09	35.43
Fab Maint Worker/Equip Tech	20.20	20.97	21.77	22.60	23.46	24.35	25.27	26.23	27.21
Fabrication Tech	22.40	23.19	24.01	24.86	25.74	26.65	27.59	28.56	29.56
Landscape Specialist	19.38	20.17	20.99	21.84	22.73	23.65	24.61	25.61	26.63
Librarian I	24.92	25.88	26.88	27.92	29.00	30.12	31.28	32.49	33.72
Library Clerk	12.03	12.51	13.01	13.53	14.07	14.63	15.22	15.83	16.46
Library Specialist	20.93	21.77	22.65	23.56	24.51	25.50	26.53	27.60	28.71
Maintenance Worker I	17.63	18.33	19.06	19.82	20.61	21.43	22.28	23.17	24.10
Maintenance Worker II	20.02	20.80	21.61	22.45	23.33	24.24	25.19	26.17	27.20
Maintenance Worker III	21.88	22.64	23.42	24.23	25.07	25.94	26.84	27.77	28.71
Mini Bus Driver	12.80	13.39	14.00	14.64	15.31	16.01	16.74	17.51	18.32
P&I Tech	20.87	21.79	22.75	23.75	24.80	25.90	27.04	28.23	29.49
Parts Keeper II	23.07	23.85	24.66	25.50	26.36	27.25	28.17	29.12	30.12
Partskeeper I	17.89	18.53	19.20	19.89	20.60	21.34	22.11	22.90	23.73
Plumber Building Maintenance	21.88	22.64	23.42	24.23	25.07	25.94	26.84	27.77	28.71
Plumbing/Mechanical Inspector	25.60	26.66	27.76	28.91	30.10	31.34	32.63	33.98	35.38
Property & Evidence Tech	20.88	21.80	22.76	23.76	24.81	25.91	27.05	28.24	29.50
Public Works Inspector	25.77	26.85	27.97	29.14	30.36	31.63	32.95	34.33	35.77
Records Technician	18.03	18.76	19.52	20.31	21.13	21.99	22.88	23.81	24.80
Safety Inspector	24.70	25.75	26.85	27.99	29.18	30.42	31.71	33.06	34.48
Secretary	18.67	19.48	20.33	21.22	22.15	23.12	24.13	25.18	26.27
Senior Fire Tech	24.12	25.13	26.18	27.28	28.42	29.61	30.85	32.14	33.49
Senior Technician	24.12	25.13	26.18	27.28	28.42	29.61	30.85	32.14	33.49
Traffic Sign Tech	22.73	23.53	24.36	25.22	26.11	27.03	27.98	28.97	30.00
Traffic Sign/Signal Technician	23.94	24.84	25.78	26.75	27.76	28.81	29.90	31.03	32.18
W/W Collections Crew Leader	24.60	25.56	26.56	27.59	28.66	29.78	30.94	32.14	33.39
W/W Maintenance Crew Leader	25.35	26.45	27.59	28.78	30.02	31.32	32.67	34.08	35.56
W/W Maintenance Mechanic	22.36	23.12	23.90	24.71	25.55	26.41	27.30	28.22	29.18
W/W Maintenance Repairer	20.69	21.61	22.57	23.57	24.62	25.71	26.85	28.04	29.28
W/W Maintenance Technician	21.86	22.69	23.55	24.44	25.36	26.32	27.31	28.34	29.41
W/W Maintenance Worker	17.80	18.52	19.27	20.05	20.86	21.70	22.58	23.49	24.43

Effective October 1, 2023

Steps->	1	2	3	4	5	6	7	8	9
Accounting Clerk	17.78	18.62	19.50	20.42	21.39	22.40	23.46	24.57	25.77
Accounting Clerk II	21.28	22.12	22.99	23.90	24.84	25.82	26.84	27.90	29.00
AEO I Parks	17.26	18.11	19.00	19.94	20.92	21.95	23.03	24.17	25.37
AEO I Streets	18.88	19.64	20.43	21.25	22.10	22.99	23.91	24.87	25.89
AEO II Parks/Streets	20.85	21.73	22.64	23.59	24.58	25.61	26.69	27.81	28.99
AEO III Street	22.79	23.66	24.57	25.51	26.49	27.50	28.55	29.64	30.77
Automotive Mechanic II	21.91	22.80	23.73	24.69	25.69	26.73	27.81	28.94	30.12
Automotive Servicer	16.05	16.78	17.54	18.34	19.17	20.04	20.95	21.90	22.92
Building Inspector	25.18	26.25	27.37	28.54	29.76	31.03	32.35	33.73	35.17
Cemetery Caretaker I	17.03	17.91	18.84	19.82	20.85	21.93	23.07	24.27	25.54
Cemetery Caretaker II	20.67	21.63	22.64	23.69	24.79	25.94	27.15	28.41	29.73
Clerk II	17.22	17.96	18.73	19.53	20.37	21.24	22.15	23.10	24.09
Code Enforcement Inspector	21.64	22.67	23.75	24.88	26.06	27.30	28.60	29.96	31.38
Code Enforcement Tech	21.14	22.07	23.05	24.07	25.13	26.24	27.40	28.61	29.88
Custodial Worker	14.58	15.20	15.85	16.53	17.24	17.98	18.75	19.55	20.39
Diesel Mechanic	22.43	23.33	24.26	25.23	26.24	27.29	28.38	29.52	30.71
Electrical Inspector	26.49	27.54	28.63	29.76	30.94	32.17	33.44	34.76	36.14
Fab Maint Worker/Equip Tech	20.60	21.38	22.19	23.03	23.90	24.81	25.75	26.73	27.75
Fabrication Tech	22.85	23.66	24.49	25.35	26.24	27.17	28.13	29.12	30.15
Landscape Specialist	19.77	20.57	21.40	22.27	23.17	24.11	25.09	26.11	27.16
Librarian I	25.42	26.40	27.42	28.48	29.58	30.72	31.90	33.13	34.39
Library Clerk	12.27	12.76	13.27	13.80	14.35	14.92	15.52	16.14	16.79
Library Specialist	21.35	22.21	23.11	24.04	25.01	26.02	27.07	28.16	29.28
Maintenance Worker I	17.98	18.70	19.45	20.23	21.04	21.88	22.75	23.66	24.58
Maintenance Worker II	20.42	21.22	22.05	22.91	23.80	24.73	25.70	26.70	27.74
Maintenance Worker III	22.32	23.09	23.89	24.72	25.57	26.45	27.36	28.31	29.28
Mini Bus Driver	13.06	13.66	14.29	14.94	15.62	16.34	17.09	17.87	18.69
P&I Tech	21.29	22.23	23.21	24.23	25.30	26.42	27.59	28.81	30.08
Parts Keeper II	23.53	24.33	25.15	26.00	26.88	27.79	28.73	29.70	30.72
Partskeeper I	18.25	18.91	19.59	20.29	21.02	21.77	22.55	23.36	24.20
Plumber Building Maintenance	22.32	23.09	23.89	24.72	25.57	26.45	27.36	28.31	29.28
Plumbing/Mechanical Inspector	26.11	27.19	28.31	29.48	30.70	31.97	33.29	34.66	36.09
Property & Evidence Tech	21.30	22.24	23.22	24.25	25.32	26.44	27.61	28.83	30.09
Public Works Inspector	26.29	27.39	28.54	29.73	30.97	32.27	33.62	35.03	36.49
Records Technician	18.39	19.14	19.92	20.73	21.57	22.45	23.36	24.31	25.30
Safety Inspector	25.19	26.26	27.38	28.54	29.75	31.02	32.34	33.72	35.17
Secretary	19.04	19.87	20.74	21.64	22.58	23.56	24.59	25.66	26.80
Senior Fire Tech	24.60	25.63	26.70	27.82	28.98	30.19	31.45	32.77	34.16
Senior Technician	24.60	25.63	26.70	27.82	28.98	30.19	31.45	32.77	34.16
Traffic Sign Tech	23.18	24.00	24.85	25.73	26.64	27.58	28.55	29.56	30.60
Traffic Sign/Signal Technician	24.42	25.34	26.29	27.28	28.31	29.38	30.49	31.64	32.82
W/W Collections Crew Leader	25.09	26.07	27.08	28.13	29.23	30.37	31.55	32.78	34.06
W/W Maintenance Crew Leader	25.86	26.98	28.15	29.37	30.64	31.96	33.34	34.78	36.27
W/W Maintenance Mechanic	22.81	23.88	24.98	26.11	27.28	28.49	29.75	31.06	32.42
W/W Maintenance Repairer	21.10	22.04	23.02	24.04	25.11	26.22	27.38	28.60	29.87
W/W Maintenance Technician	22.30	23.14	24.01	24.92	25.86	26.84	27.85	28.90	30.00
W/W Maintenance Worker	18.16	18.89	19.65	20.44	21.26	22.12	23.01	23.94	24.92

Effective October 1, 2024

Steps->	1	2	3	4	5	6	7	8	9
Accounting Clerk	18.14	19.00	19.90	20.84	21.83	22.87	23.95	25.09	26.29
Accounting Clerk II	21.71	22.57	23.46	24.39	25.35	26.35	27.39	28.47	29.58
AEO I Parks	17.61	18.48	19.39	20.35	21.35	22.40	23.50	24.66	25.88
AEO I Streets	19.26	20.03	20.84	21.68	22.55	23.46	24.40	25.38	26.41
AEO II Parks/Streets	21.27	22.16	23.09	24.06	25.07	26.12	27.22	28.36	29.57
AEO III Street	23.25	24.14	25.06	26.02	27.02	28.05	29.12	30.24	31.39
Automotive Mechanic II	22.35	23.26	24.20	25.18	26.20	27.26	28.37	29.52	30.72
Automotive Servicer	16.37	17.12	17.90	18.71	19.56	20.45	21.38	22.35	23.38
Building Inspector	25.68	26.77	27.91	29.10	30.34	31.63	32.98	34.38	35.87
Cemetery Caretaker I	17.37	18.27	19.22	20.22	21.27	22.38	23.54	24.76	26.05
Cemetery Caretaker II	21.08	22.06	23.09	24.16	25.28	26.46	27.69	28.98	30.32
Clerk II	17.56	18.31	19.10	19.92	20.77	21.66	22.59	23.56	24.57
Code Enforcement Inspector	22.07	23.12	24.22	25.37	26.58	27.84	29.16	30.55	32.01
Code Enforcement Tech	21.56	22.51	23.50	24.54	25.62	26.75	27.93	29.16	30.48
Custodial Worker	14.87	15.51	16.17	16.86	17.58	18.33	19.12	19.94	20.80
Diesel Mechanic	22.88	23.80	24.75	25.74	26.77	27.84	28.96	30.12	31.32
Electrical Inspector	27.02	28.09	29.20	30.36	31.56	32.81	34.11	35.46	36.86
Fab Maint Worker/Equip Tech	21.01	21.81	22.64	23.50	24.39	25.32	26.28	27.28	28.31
Fabrication Tech	23.31	24.13	24.98	25.86	26.77	27.71	28.69	29.70	30.75
Landscape Specialist	20.17	20.99	21.84	22.73	23.65	24.61	25.61	26.65	27.70
Librarian I	25.93	26.93	27.97	29.05	30.17	31.33	32.54	33.79	35.08
Library Clerk	12.52	13.02	13.54	14.08	14.64	15.23	15.84	16.47	17.13
Library Specialist	21.78	22.66	23.57	24.52	25.51	26.54	27.61	28.72	29.87
Maintenance Worker I	18.34	19.07	19.83	20.62	21.44	22.30	23.19	24.12	25.07
Maintenance Worker II	20.83	21.64	22.49	23.37	24.28	25.23	26.22	27.24	28.29
Maintenance Worker III	22.77	23.56	24.37	25.21	26.08	26.98	27.91	28.87	29.87
Mini Bus Driver	13.32	13.93	14.57	15.24	15.94	16.67	17.43	18.23	19.06
P&I Tech	21.72	22.68	23.68	24.73	25.82	26.96	28.15	29.39	30.68
Parts Keeper II	24.00	24.81	25.65	26.52	27.42	28.35	29.31	30.30	31.33
Partskeeper I	18.62	19.29	19.98	20.70	21.44	22.21	23.01	23.84	24.68
Plumber Building Maintenance	22.77	23.56	24.37	25.21	26.08	26.98	27.91	28.87	29.87
Plumbing/Mechanical Inspector	26.63	27.73	28.87	30.06	31.30	32.59	33.94	35.34	36.81
Property & Evidence Tech	21.73	22.69	23.69	24.74	25.83	26.97	28.16	29.40	30.69
Public Works Inspector	26.82	27.94	29.11	30.33	31.60	32.92	34.30	35.74	37.22
Records Technician	18.76	19.52	20.31	21.13	21.99	22.88	23.81	24.78	25.81
Safety Inspector	25.69	26.78	27.92	29.11	30.35	31.64	32.99	34.39	35.87
Secretary	19.42	20.27	21.15	22.07	23.03	24.03	25.08	26.17	27.34
Senior Fire Tech	25.09	26.14	27.23	28.37	29.56	30.80	32.09	33.43	34.84
Senior Technician	25.09	26.14	27.23	28.37	29.56	30.80	32.09	33.43	34.84
Traffic Sign Tech	23.64	24.47	25.33	26.22	27.15	28.11	29.10	30.13	31.21
Traffic Sign/Signal Technician	24.91	25.85	26.82	27.83	28.88	29.97	31.10	32.27	33.48
W/W Collections Crew Leader	25.59	26.59	27.63	28.71	29.83	30.99	32.20	33.45	34.74
W/W Maintenance Crew Leader	26.38	27.52	28.71	29.95	31.24	32.59	34.00	35.47	37.00
W/W Maintenance Mechanic	23.27	24.06	24.87	25.71	26.58	27.48	28.41	29.37	30.36
W/W Maintenance Repairer	21.52	22.48	23.48	24.52	25.61	26.75	27.94	29.18	30.47
W/W Maintenance Technician	22.75	23.61	24.5	25.43	26.39	27.39	28.42	29.49	30.6
W/W Maintenance Worker	18.52	19.27	20.05	20.86	21.70	22.58	23.49	24.44	25.42

APPENDIX B

JOB CLASSIFICATIONS AND GRADE ASSIGNMENT

Commented [AD40]: Tentatively Agreed 07/14/21

Accounting Clerk
Accounting Clerk II
AEO I Parks
AEO I Streets
AEO II Parks/Streets
AEO III Street
Automotive Mechanic II
Automotive Servicer
Building Inspector
Cemetery Caretaker I
Cemetery Caretaker II
Clerk II
Code Enforcement Inspector
Code Enforcement Tech
Custodial Worker
Diesel Mechanic
Electrical Inspector
Fab Maint Worker/Equip Tech
Fabrication Tech
Landscape Specialist
Librarian I
Library Clerk
Library Specialist
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III

Mini Bus Driver
 P&I Tech
 Parts Keeper II
 Partskeeper I
 Plumber Building Maintenance
 Plumbing/Mechanical Inspector
 Property & Evidence Tech
 Public Works Inspector
 Records Technician
 Safety Inspector
 Secretary
 Senior Fire Tech
 Senior Technician
 Traffic Sign Tech
 Traffic Sign/Signal Technician
 WW Collections Crew Leader
 WW Maintenance Crew Leader
 WW Maintenance Mechanic
 WW Maintenance Repairer
 WW Maintenance Technician
 WW Maintenance Worker

Grade	Job Classification
1	
1	Library Clerk
2	Mini Bus Driver
3	
4	Custodial Worker
5	Automotive Servicer
	Clerk II
	Parts Keeper I
6	Auto Equipment Operator I
	<u>Landscape Specialist</u>
	Library Specialist

Maintenance Worker I (Building Maintenance)

Permits and Inspections Technician I

Records Technician

Secretary

7 ————— Accounting Clerk

Automotive Equipment Operator II

Automotive Mechanic

Cemetery Caretaker

Code Enforcement Technician

Fabrication Maintenance Worker/Equipment Technician

Maintenance Worker II

Payroll Specialist

Permits & Inspections Technician II

Personnel Technician

Grade ————— Job Classification

8 ————— Property & Evidence Technician

————— Wastewater Maintenance Worker

9 ————— Cemetery Caretaker II

=====
Fabrication Technician

————— Librarian I

————— Parts Keeper II

————— Planning Assistant

10 ————— Accounting Clerk II

=====
Automotive Equipment Operator III

————— Automotive Mechanic II

————— Foreman I

_____ Maintenance Worker III
_____ Plumber/Building Maintenance
_____ Traffic Sign/Signal Technician
11 _____ Code Enforcement Inspector
_____ Diesel Mechanic
_____ Safety Inspector
_____ Wastewater Maintenance Mechanic
12 _____ Building Inspector
_____ Wastewater Collections Crew Leader
_____ Wastewater Maintenance Crew Leader
13 _____ Electrical Inspector
_____ Plumbing/Mechanical Inspector
_____ Public Works Inspector
_____ Senior Technician
_____ Senior Fire Technician

APPENDIX C

INSURANCE POLICY

The Group Medical Insurance Plan, Life Insurance and Group Dental Plan as written for employees of the City of Bellevue is incorporated in its entirety into this Agreement

APPENDIX D

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize the City of Bellevue to deduct from my regular paycheck the sum of money for payment of the regular CEAB dues and then pay same to the Civilian Employees Association of Bellevue. This Authorization shall remain in effect, and the City may rely thereon, until such time as it is withdrawn in writing by the undersigned.

Name: _____

Department: _____ Date: _____

Signature _____

Approved: _____

APPENDIX E

APPLICABLE JOB CLASSIFICATIONS FOR QUARTERMASTER SYSTEM CLOTHING ALLOWANCE

Clothing

Administrative Services – bus drivers

~~Safety Inspector~~

Street Dept. AEO 1, 2 & 3

Sign & Signal Technicians

Sign Technician

Fabrication Technician

~~Code Enforcement~~

~~Evidence Technicians~~

Parks, Building Maintenance, Cemetery

~~Fleet~~

~~P & I Inspectors~~

Wastewater Technicians

Boots

Safety Inspector

Street Dept. AEI 1, 2 & 3

Sign & Signal Technician

Sign Technician

Fabrication Technician

Code Enforcement

Evidence Technicians

Parks, Building Maintenance, Cemetery

~~Fleet~~

~~P & I Inspectors~~

Wastewater Technicians

Commented [AD41]: Tentatively Agreed 07/14/21

Commented [AD42]: Tentatively Agreed 07/14/21

~~Clothing will consist of shirts, pants, coat, jacket, hat. No underwear, socks or gloves. Camouflage clothing will not be acceptable. Clothing shall be embroidered or otherwise identified as City of Bellevue.~~

Commented [AD43]: Tentatively Agreed 07/14/21

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
09/07/2021

COUNCIL MEETING DATE: 09/07/2021		SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of four year bargaining agreement with the Bellevue Professional Management Association (BPMA)

SYNOPSIS/BACKGROUND:

The current bargaining agreement with the BPMA expires on September 30, 2021. Negotiations were held to achieve a new agreement for the period of October 1, 2021 through September 30, 2025. The draft redlined agreement showing changes made is attached for review and approval of the same.

FISCAL IMPACT: BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: BPMA INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: CBA between the City and BPMA

CONTRACT EFFECTIVE DATE: 10/01/2021 CONTRACT TERM: 4 years CONTRACT END DATE: 09/30/2025

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve collective bargaining agreement with the Bellevue Professional Management Association for the term October 1, 2021 through September 30, 2025.

ATTACHMENTS:

1. BPMA Redlined Proposed Agreement
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. Koller
[Signature]
[Signature]

**AGREEMENT
BETWEEN
CITY OF BELLEVUE, NEBRASKA
AND
THE BELLEVUE PROFESSIONAL MANAGEMENT ASSOCIATION**

~~October 1, 2017 to September 30, 2021~~

~~October 1, 2021 to September 30, 2025~~

Commented [A1]: Tentatively agreed 07/07/21

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1 – UNION RECOGNITION	3
ARTICLE 2 – NO DISCRIMINATION	3
ARTICLE 3 – NOTIFICATION	4
ARTICLE 4 – MANAGEMENT RIGHTS	4
ARTICLE 5 – GRIEVANCES AND ARBITRATION	6
ARTICLE 6 – INTRODUCTORY PERIOD	8
ARTICLE 7 – SENIORITY	9
ARTICLE 8 – LAYOFF AND RECALL	9
ARTICLE 9 – HOURS OF WORK	10
ARTICLE 10 – OVERTIME	11
ARTICLE 11 – CITY RULES	12
ARTICLE 12 – WAGES	12
ARTICLE 13 – LONGEVITY PAY	14
ARTICLE 14 – VACATION	15
ARTICLE 15 – HOLIDAYS	16
ARTICLE 16 – SICK LEAVE	17
ARTICLE 17 – FAMILY AND MEDICAL LEAVE	18
ARTICLE 18 – ALLOWANCES	19
ARTICLE 19 – BEREAVEMENT LEAVE	19
ARTICLE 20 – MILITARY LEAVE	20

ARTICLE 21 – HEALTH INSURANCE	20
ARTICLE 22 – EDUCATION INCENTIVE	22
ARTICLE 23 – NO STRIKE	23
ARTICLE 24 – SEPARABILITY SAVINGS AND COMPLETE AGREEMENT	24
ARTICLE 25 – PAST PRACTICE	24
ARTICLE 26 – UNION DUES	24
ARTICLE 27 – RETIREMENT CONTRIBUTION	24
ARTICLE 28 – DISCIPLINE	25
ARTICLE 29 – DURATION OF AGREEMENT	26
APPENDIX A – AUTHORIZATION FOR PAYROLL DEDUCTION	27
APPENDIX B – JOB CLASSIFICATION AND GRADE ASSIGNMENT	28
APPENDIX C – WAGE SCALE	30

Commented [A2]: Tentatively agreed 07/07/21

AGREEMENT

This collective bargaining agreement (the "Agreement") is entered into this 1st day of October, ~~2017~~2021 between the City of Bellevue, Nebraska (the "City"), and the Bellevue Professional Management Association (the "Union").

ARTICLE 1 UNION RECOGNITION

Section 1. 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.

Section 2. 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.

Section 3. 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 re-opening of this agreement.

ARTICLE 2 NO DISCRIMINATION

Section 1. The City and the Union agree that neither will discriminate against any employee in any term or condition of employment because of an employee's race, color, religion, sex, disability, age, national origin, or any other prohibited basis of discrimination under applicable local, state or federal laws.

Section 2. The parties agree that neither party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.

ARTICLE 3 NOTIFICATION

Section 1. Employees must furnish the City with their address and telephone number immediately upon employment. Thereafter, the employee must notify the City promptly, in writing, about any change in address or telephone number. A failure to furnish such change will relieve the City of any obligation to provide notice to the employee under any provisions of this Agreement.

Section 2. If the City is required to give notice to employees under any provision of this Agreement, the notice will be given in good faith by any verifiable means including, but not limited to, telephone call to the last known telephone number, certified, return receipt requested mail to the employee's last known address, or e-mail transmission. Employees who are actively working will be notified in person, by hand delivery if the notice is in writing. Employees who are not actively working will be notified by any of the verifiable means described above. If the employee fails to respond to the notice or message relayed by the City within three (3) days, the City's obligation to the employee under this Agreement ceases.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. Except where limited by express provisions elsewhere in this Agreement, the City retains the sole and exclusive right to exercise all management rights or functions. The exercise of management rights by the City is not subject to prior notice, discussion or negotiation with the Union. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and the authority of the City as granted to it under Nebraska law and City ordinances. These rights, power, and authority include, but are not limited to the following:

1. To determine, effect, and implement the objectives and goals of the City.
2. To manage and supervise all operations and functions of the City.
3. To establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours, including the determination of the number of actual hours to be worked in any day, week or shift.
4. To schedule employees for work in any given work week on days which are not consecutive.

5. To determine the number of employees necessary to operate any department, classification, or division.
6. To determine the management organization for each department.
7. To select who will be hired or not hired.
8. To utilize part-time and temporary employees.
9. To determine the knowledge, skill, qualifications and other abilities necessary for employees.
10. To establish and revise safety standards.
11. To decide where or when training on a particular operation or job is required, how much training is required, and the right to move, retrain and transfer employees.
12. To establish or modify job duties and classifications.
13. To establish, modify, change and discontinue performance standards, including quality standards.
14. To examine, classify, promote transfer, assign, and retain employees; to ~~suspend, demote, discharge demote, suspend or terminate~~, or take other disciplinary action against employees for ~~just~~ cause; and to relieve employees from duties due to lack of work or funds.
15. To determine, establish, set and implement policies for the selection, training, and promotion of employees.
16. To create, establish, change, modify, subcontract, merge, sell and discontinue any City function, operation, and department.
17. To establish, implement, modify, and change financial policies, accounting procedures, price of services, public relations and procedures and policies for the safety, health, and protection of City property and personnel.
18. To adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provisions of the Agreement, including policies governing attendance, substance abuse, drug or alcohol testing, and to establish the disciplinary consequences of violations.
19. To establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.
20. To determine the size and character of inventories and their disposal.
21. To determine and enforce employee's quality and quantity standards.
22. To engage consultants for any function or operation of the City.
23. To sell, transfer, lease, rent or otherwise dispose of City equipment, inventories, tools, machinery, or any other type of property or service.
24. To establish, adopt, modify, change, and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
25. To control and the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the City.
26. To determine which services are to be rendered, supplied, or discontinued.

Commented [A3]: Tentatively agreed 07/07/21

27. To establish, implement, change, modify, adjust, and discontinue any process, technique, method, or service, and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.
28. To determine the location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and to relocate departments, divisions, subdivisions, locations, and to close and discontinue same.
29. To classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.
30. To provide for temporary changes in work assignments, requirements, and restrictions in Emergency Circumstances. Emergency Circumstances shall be defined as any natural or manmade disaster, pandemic, or state of emergency, affecting the City of Bellevue.

Commented [A4]: Tentatively agreed on 06/17/21

Section 2. The listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the City's business and the direction of the work force, which the City has not specifically abridged, delegated, or modified by this Agreement, whether or not the City had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the City.

Section 3. The City's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the City right to exercise such power, function, authority, or right in a different manner, or preclude the City from exercising such power, function, authority or right in the future.

Section 4. In the event of an actual conflict between this Article and another Article of this Agreement, such conflict will be subject to the grievance and arbitration provisions of this Agreement.

Section 5. Any management rights change to policy, rules and regulations affecting wages, hours, and conditions of employment of the bargaining unit employees which is not in actual conflict with the terms of this Agreement, such change shall be subject to mandatory negotiation with the union notwithstanding any other provision of this Agreement.

ARTICLE 5 GRIEVANCES AND ARBITRATION

Section 1. A grievance is an alleged violation of specific terms of this Agreement by the City. Any grievance arising under this Agreement, unless expressly excluded from this Article's coverage, will be settled by the parties exclusively according to this Article's terms. Employees are the only parties who have the right to initiate a grievance. Grievances will not be filed, investigated or otherwise processed during

working time without advance permission from the supervisors of employees seeking to file, discuss, investigate or process the grievance. Permission shall not be unreasonably withheld but shall be subject to the operational requirements of the City.

Section 2. Employees shall present the dispute to their immediate supervisor to informally resolve matters as quickly as possible. In the event a satisfactory settlement is not reached informally, the following procedures shall be used.

Step 1. An employee having a grievance shall present it, in writing, to the Department Director within five (5) working days of the incident giving rise to the grievance. The Department Director will answer promptly, in writing, within ten (10) additional working days. For purposes of this article, "working days" shall mean normal business days and shall exclude holidays and weekends.

Step 2. If satisfactory settlement is not reached under Step 1, the employee may appeal to the City Administrator in writing within ten (10) working days after the response in Step 1. The City Administrator shall have ten (10) working days to respond in writing from the date on which the appeal was received by the City Administrator.

Section 3. All written grievances must include the following information: Exact nature of the grievance, the factual details supporting the grievance, relevant dates, the parties alleged to have caused or witnessed the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the remedy sought. A written grievance shall not be amended after the appeal is filed in Step 2.

Section 4. Failure to present a grievance within the time specified above shall result in the grievance being withdrawn. Failure by the City to timely reply to a grievance shall result in the grievance advancing to the next step. The time limits for grievances may be extended by mutual written agreement, and shall not be unreasonably denied.

Section 5. If a grievance is not resolved after Section 2, Step 2, the Union or the employee may refer the matter to binding arbitration within ten (10) working days following the City's Step 2 written response, or the City's deadline to issue a Step 2 written response. Notice of the employee or the Union's intent to arbitrate shall be delivered to the City Administrator, and such notice may be delivered by electronic mail. If the grievance involves disciplinary action, the appeal shall start with Step 2.

Section 6. Upon receipt of a notice of intent to arbitrate a grievance, the City and the Union shall meet within five (5) working days and select an arbitrator from a pre-approved list mutually agreeable arbitrators. The party filing the notice of intent to arbitrate shall first strike a name from the list and the other party shall then also strike a name from the list until only one name remains. The arbitrator shall schedule a hearing

within 60 calendar days from the date the arbitrator is selected, unless the parties agree otherwise, and shall thereafter promptly render a decision.

Section 7. In rendering a decision, arbitrators will be governed and limited by this Agreement's provisions, applicable law, and the expressed intent of the parties as set forth in this Agreement. Arbitrators will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement, or substitute their judgment for that of the City, and will confine their judgment strictly to the facts submitted at in the hearing, the evidence before them, the express terms and provisions of this Agreement, and the applicable law. The arbitrator's decision will be final and binding upon the parties, unless the arbitrator fails to comply with this Article.

Section 8. Expenses for the arbitrator's services and proceeding shall be shared equally by the parties, but each party is responsible for compensating its own representatives and witnesses, and its costs.

Section 9. Unless the parties agree otherwise in writing, no settlement of any grievance will operate as a precedent or a prior practice for any subsequent situations.

Section 10. The right to use the arbitration procedure will only be available during the term or written extension of this Agreement. Upon this Agreement's termination, the right to use the arbitration procedure will cease unless the action forming the basis of the grievance arose during the term of the Agreement.

Section 11. The Union and the employees waive their right to pursue any judicial or administrative remedy against the City as to any matter subject to the procedures established in this Article. Any settlement under the procedures established under this Article, short of arbitration, will be binding upon the City, the Union, and the employees and will preclude any further administrative or judicial relief.

ARTICLE 6 INTRODUCTORY PERIOD

Section 1. Each applicant hired as an employee will serve an introductory period of six months.

Section 2. Subject to the requirements of Section 4 of this Article, during the introductory period, the City will have the right to discharge or discipline an employee for any reason. This action will not be subject to the grievance and arbitration provisions of this Agreement.

Section 3. Introductory employees will be eligible for holiday pay, funeral leave, sick leave, and upon completion of the requisite waiting period, health and welfare insurance benefits.

Section 4. Employees who successfully apply for a promotion will also be required to complete a six month introductory period. In addition, an employee who fails to satisfactorily complete the introductory period shall be granted the ability to return to their previous position. In the event the former position is no longer available, they shall be entitled to take any other vacant position for which they are qualified. If no positions are available, the City has the right to terminate, subject to the employee's right to grievance and arbitration.

ARTICLE 7 SENIORITY

Section 1. Seniority is an employee's most recent period of continuous employment with the City in the bargaining unit.

Section 2. An employee's seniority will be lost in the following instances:

- (a) Discharge;
- (b) Voluntary quit;
- (c) Failure to return to work on the specified date following layoff;
- (d) Failure to perform any work for the City for a period that is the lesser of two years or the employee's seniority with the City, unless an extension is required by applicable law;
- (e) Failure to return to work on the specified date after a leave of absence or vacation;
- (f) An unexcused absence of two (2) consecutive days without notifying the City;
- (g) Retirement.

ARTICLE 8 LAYOFF AND RECALL

Section 1. The City may lay off an employee because of a position elimination, department re-organization, lack of work, or lack of funds. When determining the order

of layoffs, the City will consider an employee's job performance, including disciplinary actions and performance evaluations, and seniority.

When, in the City's judgment, there are two or more employees of relatively equal skill, ability, performance and disciplinary actions, the principle of seniority will govern. Introductory, part-time and seasonal employees within the same job classification will be laid off prior to regular employees.

Section 2. The names of Employees who have been laid off shall be placed on a layoff list, kept in the normal course of business and maintained by the ~~Administrative Services Department~~ Human Resources Department, and shall be eligible for re-employment for a period of six (6) months from the date of the layoff. In the event the City attempts to hire employees during such six (6) month period to fill a classification for which the laid off Employee(s) is best qualified, the City shall first attempt to rehire from the list in reverse order of layoff; provided, such Employees return to work within fourteen (14) calendar days after notification of a reemployment opportunity and provided that the Employee apply for the open position.

Commented [A5]: Tentatively agreed on 06/17/21

Commented [A6]: Tentatively agreed on 06/17/21

Section 3. Employees have three (3) days to return to work after being recalled by any verifiable means, as defined by Article 3.

ARTICLE 9 HOURS OF WORK

Section 1. The workweek, for payroll purposes, will consist of seven (7) consecutive days beginning on Sunday and ending on the following Saturday. The workday for payroll purposes is defined as a period of twenty-four (24) hours commencing at midnight on each day. Employees can be scheduled by their Department Director for work on any combination of days or hours during the work week, and the days that an employee is scheduled need not be consecutive when special circumstances justify non-consecutive days. Any change in the employees' regularly scheduled shift shall require 72 hours' notice prior to the start of the newly scheduled shift.

Section 2. Nothing contained in this Agreement will be construed as a guarantee of any hours of work in a workweek.

Section 3. Up to two Union Officers may be granted up to three hours' time off with pay per quarter for union business with advance written permission from their Department Director, such time to include the one-hour time off that is described in the following sentence. Union members may be granted up to one-hour time off with pay per quarter for union meetings to discuss this Agreement with advance written

permission from their Department Director. Permission shall not be unreasonably withheld but shall be subject to the operational requirements of the City.

ARTICLE 10 OVERTIME

Section 1. All time worked by non-exempt employees over forty (40) hours in any one (1) work week will be paid at the rate of time and one-half (1 ½) for employees working on an hourly basis. There will be no duplication or pyramiding of overtime and other premium pay for any reason. Vacation, holiday, bereavement, military and compensatory time off shall be considered hours worked for overtime computation purposes.

Section 2. The City retains the sole discretion to determine in each instance if overtime work is required, how much overtime work will be needed and which employees will be assigned overtime.

Section 3. Exempt employees shall earn one hour of ~~admin leave compensatory~~ time off for ~~any amount of time every one hour of time~~ worked in excess of ~~80 40~~ hours per ~~pay period~~ week, up to a maximum cumulative amount of 80 hours during the fiscal year. On September 30th of each year, Employees whose ~~admin leave compensatory~~ time off leave balance equals or exceeds 20 hours will not be eligible to earn additional ~~admin leave~~ ~~comp~~ time until they reduce their total ~~admin leave compensatory~~ time balance below 20 hours.

Commented [A7]: Tentatively agreed 07/07/21

~~Non-exempt employees may, in lieu of overtime compensation, accumulate compensatory time. As used in this Agreement the term "Compensatory Time" means leave time earned at one and one-half (1½) times the number of overtime hours worked. Banked Comp time is not to exceed 6080 hours at any time. Once 6080 hours is accrued, worked time over 40 hours in a week will be compensated as overtime pay according to DOL regulations. The amount of Comp time desired to bank for the pay period must be communicated to the payroll department prior to 8:00 A.M. on the Monday following the end of the pay period. Once Comp time is earned, you are entitled to take the Comp time. Accumulated compensatory time shall be used within each contract year wherein it was earned and cannot be carried forward to the next contract year. Any accumulated compensatory time not used within the contract year shall be paid to the Employee in cash at the first regular payroll period in the next scheduled contract year.~~

Commented [A8]: Tentatively agreed 07/07/21

Section 4. When an employee that is not previously assigned to the "Winter Call-Out Assignment Schedule" for the day is notified to return to work after having clocked-out at the end of their normal shift, such time shall be classified as a call-in and paid one

and one-half (1½) times his/her regular rate of pay for the additional number of hours worked (starting upon arrival) or a minimum of two (2) hours at overtime rate, whichever is greater. If an employee is notified to return to work during a date that has been previously assigned to them under the "Winter Call-Out Assignment Schedule", that call-out event is not eligible for a guaranteed minimum amount of hours at the overtime rate. Any employee that has agreed to be a substitute for an employee originally assigned to the "Winter Call-Out Assignment Schedule" will not be eligible for a guaranteed minimum amount of hours at the overtime rate.

For purposes of this article, a "call-in" is defined as a situation where an employee is called in to work for reasons other than emergencies not controlled by the City (e.g. tornado, flood, blizzard, or any other act of nature).

ARTICLE 11

CITY RULES

Section 1. The City will have the sole right to establish, revise or add performance, conduct, quality, attendance, work, alcohol abuse, substance abuse, drug and alcohol testing, functional testing, and safety rules by which all employees must abide. The City will also have the right to establish, revise or add a disciplinary policy to address employee violations of these rules. Any new or modified rule shall become effective 24 hours after notice to the affected employees, provided the rule is not inconsistent with this Agreement.

ARTICLE 12

WAGES

Section 1. Employees occupying the job classifications listed on Appendix B shall be paid the wage rates reflected in Appendix CB.

Section 2. Annually, on employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an adjustment to their wage (i.e. a step increase), if their wage is less than the maximum range limit for their position. All introductory period employees will complete two 6-month evaluations; one upon fulfillment of their introductory period and one upon the one_ year anniversary

of their hire/promotion date. They will then move to the annual evaluation period on their anniversary/promotion date.

~~Section 3. — Annually, on employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for a one-time wage increase of 1.6% if their wage is at the top step of the wage range for their position.~~

Commented [A9]: Tentatively agreed 07/07/21

Section 34. If the employee's wage is above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. ~~Annually, on the employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an increase if the top rate of the wage range for their position increases to a higher rate than their current wage after the top rate is increased by 1.6% each anniversary year.~~

Commented [A10]: Tentatively agreed 07/07/21

Section 45. Employees who have been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding twelve (12) month period, shall not be eligible for a step increase ~~or one-time wage increase of 1.6%.~~

Commented [A11]: Tentatively agreed 07/07/21

~~Section 56. When the employee of the bargaining unit performs the duties of a position in a classification higher than the classification currently held by the employee the employee shall receive a temporary pay increase. The rate of pay for employees working in a higher classification as assigned by the department superintendent or director shall be determined as follows: an employee shall be paid at the pay step of the higher classification that is closest to a five percent (5%) increase over his/her current pay, but in no case shall the employee receive a pay reduction. Should the position the employee is working in out of class be in another union, the employee shall receive a 5% increase over his/her current pay. This language is to be applied for each vacant job classification.~~

Commented [A12]: Tentatively agreed 07/07/21

~~When employee or a management position will be or has been vacant for 40 consecutive hours, the Supervisor may assign an employee to fill the vacancy on a temporary basis. If the employee has never filled in or is unfamiliar with the duties of the higher classification the first 40 hours may be utilized for training purposes at the employees' present rate of pay. The training clause will apply only once per employee per each individual job classification.~~

~~The "Working Out of Classification" form will be filled out completely and copies given to the Employee, Department Director, Personnel Payroll file and the BPMA President.~~

~~Section 6. Performance Awards—Employees that have a full-time hire anniversary, or date of promotion anniversary if applicable, falling between October 1, 2017 and March 31, 2018 will be eligible for a one-time lump-sum performance award if~~

Commented [A13]: Tentatively agreed on 06/17/21

~~their wage is at the upper limit of the wage range for their position in the prior contract (dated June 22, 2015 – September 30, 2017). The performance award shall be paid as follows:~~

	Performance Target	Performance Award
	Results:	Amounts:
_____	≥ 110%	\$1,500.00
_____	≥ 109%	\$1,400.00
	≥ 108%	\$1,300.00
	≥ 107%	\$1,200.00
	≥ 106%	\$1,100.00
	≥ 105%	\$1,000.00
	≥ 104%	\$900.00
	≥ 103%	\$800.00
	≥ 102%	\$700.00
	≥ 101%	\$600.00
	≥ 100%	\$500.00

~~_____ All performance awards are contingent upon job performance and are subject to successful completion of quantifiable and measurable performance targets on the City's performance management system, as mutually agreed upon between the employee and their supervisor. For purposes of the City's performance management system, successful completion shall mean a score of 100% or greater. Only a denial of a performance award is subject to the grievance and arbitration provision of this Agreement.~~

~~_____ Employees who have been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding twelve (12) month period, shall not be eligible for a performance award. In the event an employee is promoted to another position within thirty (30) days of their anniversary date, the employee shall remain eligible for a performance award based upon the prior 11 month period of evaluation.~~

**ARTICLE 13
LONGEVITY PAY**

Section 1. Employees occupying the job classifications listed on Appendix B shall also be paid for their longevity in the following monthly amounts. Starting in their

eighth (8 th) year of employment	\$45
eleventh (11 th) year of employment	\$80
fourteenth (14 th) year of employment	\$115
seventeenth (17 th) year of employment	\$150
twenty-first (21 st) year of employment	\$185
twenty-fifth (25 th) year of employment	\$220
thirtieth (30 th) year of employment	\$255

**ARTICLE 14
VACATION**

Section 1. Full-time employees shall accrue vacation after completing each full calendar month of employment. Vacation shall accrue on the first day of the calendar month following each calendar month. Vacation leave balances must not equal or

exceed ~~160 200~~ hours as of ~~September 30th each fiscal year~~ the employee's date of their full-time hire anniversary. Employees whose vacation leave balance equals or exceeds ~~160 200~~ hours will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below ~~160 200~~ hours.

Commented [A14]: Tentatively agreed 07/07/21

~~Section 2. Introductory employees will accrue pro-rated vacation for the number of days between their hire date and the last day of the month in which they were hired, which shall be presumed to consist of 31 days. Introductory employees shall accrue vacation.~~

Commented [A15]: Tentatively agreed 07/07/21

Section 23. Subject to the maximum allowance described in Section 1 of this Article, vacation shall accrue in the following amounts, beginning in the:

1st year of employment	8 hours
5 th year of employment	11.34 hours
10 th year employment	14.67 hours
15 th year employment	16.34 hours
20 th year employment	18.00 hours
25 th year employment	21.34 hours

Section 34. Upon separation, the Employee or the Employee's designated beneficiary shall be promptly paid all accumulated vacation computed on the basis of the Employee's regular pay as of the employee's last day of employment.

Section 45. Vacation shall be granted by the Department Director with due regard to the City's operational requirements, in the order of the vacation request and with preference by seniority.

Section 56. Holidays occurring during scheduled vacations shall not be charged against vacation accrual. Section 7. Employees shall be permitted to request a cash in of ~~vacation twice per fiscal year. At the time of cash in, the employee's vacation balance remaining after the cash in must be 40 hours or more. up to forty (40) hours of vacation time one time annually (within their (12) month anniversary date of full-time hire).~~

Commented [A16]: Tentatively agreed 07/07/21

**ARTICLE 15
HOLIDAYS**

Section 1. Full-time employees are eligible for the following paid holidays:

New Year's Day

Martin Luther King's Birthday

Presidents Day

Memorial Day

~~Juneteenth~~

Commented [A17]: Tentatively agreed 07/07/21

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

~~Employee's Birthday (celebrated on any day within the same payroll period of the actual birthday)~~

Commented [A18]: Tentatively agreed 07/07/21

When a holiday occurs on a Saturday, it shall be observed on the preceding Friday. When a holiday occurs on a Sunday, it shall be observed on the following Monday. If the City-observed holiday occurs during an employee's regularly scheduled day off, such employee shall have the day off immediately preceding or immediately following the City-observed holiday, whichever is closer to the holiday.

Section 2. To receive holiday pay, employees must work their entire last scheduled shift before the holiday and the entire first scheduled shift following a holiday.

Section 3. Non-exempt eligible employees working an 8 hour shift will receive eight (8) hours at their regular straight-time rate of pay for each paid holiday. Non-exempt eligible employees working a 10 hour shift will receive ten (10) hours at their regular straight-time rate of pay for each paid holiday. Exempt employees shall receive their normal salary for the week in which the holiday occurs.

Section 4. Non-exempt employees required to work on the holiday will be paid at their regular hourly rate of pay for all hours worked, plus their holiday pay. Non-exempt employees who are scheduled to work on a holiday and fail to do so will forfeit their holiday pay. Exempt employees who are required to work the actual holiday may take a different day off within the same payroll period, subject to the approval of the employee's immediate supervisor.

Section 5. Employees on vacation at the time of the holiday will not be charged a vacation day on the day of the holiday. Employees on layoff or any type of leave of absence will not be eligible for holiday pay.

ARTICLE 16 SICK LEAVE

Section 1. Paid sick leave must be earned before it can be used. Employees may use paid sick leave when unable to work because of a non-workers compensation medical condition, for medical appointments, and when the employee's presence at work would jeopardize the health of others.

Section 2. All regular full-time employees hired by the City before June 22, 2015 shall earn 12 hours of paid sick leave for each calendar month of continuous employment, and such accumulation shall be unlimited.

All regular full-time employees hired by the City on or after June 22, 2015 shall earn eight (8) hours of paid sick leave for each calendar month of continuous employment, up to a maximum of 960 hours.

Section 3. Employees may use up to 30 days of paid sick leave in a rolling twelve-month period for attending to an immediate family illness or injury. Immediate family shall be defined as an employee's parents, spouse, siblings, child (including step-children), grandparents and grandchildren.

Section 4.

Employees hired before June 22, 2015 who:

- i. resign or retire in good standing, or
- ii. pass away, and
- iii. who have at least five (5) years of service,

shall be paid one-half of their accumulated sick leave, up to a maximum payout of 960 hours, at their regular rate of pay.

b. Employees hired on or after June 22, 2015 who:

- i. resign or retire in good standing, or
- ii. pass away, and
- iii. who have at least five (5) years of service,

shall be paid for one-half of their accumulated sick leave, up to a maximum payout of ~~180~~ 480 hours, at their regular rate of pay. Good standing shall mean not currently under investigation for performance or conduct infractions that may result in discharge.

Commented [A19]: Tentatively agreed 07/07/21

c. If an employee, regardless of years of service, suffers death as a result of an injury or illness that arose as a direct result of the employee's performance of his or her duties, the City will pay out 100% of the employee's sick leave to the spouse or dependents of the employee or to the employee's estate if no spouse or dependent(s) are known to the City.

Section 5. In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, employees shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. Any time donated must be used consecutively for the approved occurrence. A maximum of 480 hours can be donated to any one employee within a 12-month period from date of initial occurrence; donated time cannot exceed 12 weeks. A request for permission to allow the donation will be submitted to the City Administrator by the BPMA President or Vice President prior to asking the employees for assistance. The request will only be submitted after all earned time off (including vacation, compensatory, and sick leave) has been exhausted by the employee in need. Once the occurrence ends (e.g. the employee returns back to work), all unused sick time donations will be distributed proportionately back to the donors.

ARTICLE 17 FAMILY AND MEDICAL LEAVE

The City will comply with all applicable state and federal laws which address employees' rights to request or obtain a family or medical leave of absence.

ARTICLE 18 ALLOWANCES

Commented [A20]: Tentatively agreed 07/07/21

~~Section 1. The City shall provide up to three hundred dollars (\$300.00) annually towards the purchase of uniforms/clothing from the City approved vendor.~~

~~For those employees that are wishing to rent their uniforms, the City shall cover the cost of their rentals in the amount of three hundred and fifty (\$350) annually.~~

~~The City shall determine the type and design of each uniform which may be altered as to the weather conditions. Section 2. Uniforms types and polices shall be within the sole discretion of the City. All fleet maintenance and fabrication technicians shall receive an annual taxable tool allowance of five hundred fifty dollars (\$550.00) on October 1 of each year during the length of this contract. The tool allowance will be paid to Employees in their payroll remitted the first pay period following October 1 of each year during the length of this contract. This allowance is to cover repair, replacement, or upgrade of the technician's personal tools that are used in the course of the day performing repairs of City vehicles and equipment.~~

~~Section 2. Employees whose job classifications require steel toe safety footwear, prescription safety eyewear or a uniform shall be entitled to those items provided to them by the City at no charge. The City shall determine the type and design of each uniform. The issuance and replacement of uniforms, steel toe safety footwear and prescription safety eyewear shall be based upon the quartermaster system. Any employee requesting a new uniform, steel toe safety footwear or prescription safety eyewear shall provide the quartermaster (department secretary or designee) the unserviceable items or uniform. Upon approval by the quartermaster, the employee shall be authorized to contact the appropriate City approved vendor for replacement item(s) that are not kept in stock.~~

~~Section 3. Employees whose job classifications require steel toe safety footwear or work in inclement conditions; (i.e. cold, wet, or muddy) shall be entitled to a two hundred dollar (\$200) footwear allowance annually.~~

~~Section 4. Prescription safety eye wear required for work will be reimbursed up to \$125 upon delivery of proof of purchase. Section 5. All fleet maintenance foreman shall receive an annual taxable tool allowance of five hundred fifty dollars (\$550.00) on October 1 of each year during the length of this contract. The tool allowance will be paid to Employees in their payroll remitted the first pay period following October 1 of each year during the length of this contract. This allowance is to cover repair, replacement, or upgrade of the technician's personal tools that are used in the course of the day performing repairs of City vehicles and equipment.~~

NOTE For Negotiations

It is the City's position that since we follow OSHA standards and are obligated to provide PPE to employees, that this should not be a negotiated item. The City will adopt a quartermaster system for the issuance and replacement of safety boots and prescription eyewear.

ARTICLE 19 BEREAVEMENT LEAVE

Section 1. When full-time employees are absent from work because of the necessity of arranging for or attending the funeral of an immediate family member (including current spouse, children, siblings, parents or grandparents), the City will pay for the hours of work actually missed, up to eight (8) hours at the employee's regular straight-time hourly rate of pay, for up to five (5) work days.

Section 2. When full-time employees are absent from work because of the necessity of arranging for or attending the funeral of their spouse's immediate family member (including children, siblings and parents), the City will pay for the hours of work actually missed, up to eight (8) hours at the employee's regular straight-time hourly rate of pay for up to three (3) work days.

Section 3. To receive funeral pay, an employee must have been scheduled to work on the day of arranging for or attending the funeral. The employee must also notify his supervisor of the purpose of this absence no later than the day of the absence. Notification must be in the same manner as if the employee were to be absent for any other reason. The employee may also be required to furnish proof of entitlement to funeral leave including his relationship to the deceased, the date of the funeral and other pertinent items.

Section 4. Bereavement leave shall not be deducted from accrued sick or vacation leave and is not required to be taken consecutively.

Commented [A21]: Tentatively agreed 07/07/21

ARTICLE 20 MILITARY LEAVE

Employees enlisting or entering the military of the United States will be granted all rights and privileges provided by applicable law.

ARTICLE 21 HEALTH INSURANCE

Section 1. The City shall provide employees with the opportunity to enroll in group health insurance (the "Group Insurance Plan"). The specific design and provisions of the Plan shall be determined as follows:

- a. The City shall meet with a committee consisting of no more than four City representatives, and a single representative selected by each of the City's bargaining units to ensure that each unit is individually represented (collectively, the "Health Insurance Committee").
- b. The Health Insurance Committee shall identify and investigate health insurance trends, the City's claim experience, potential alternative health insurance options, and financial implications of the current Plan as compared to potential alternative options. The Health Insurance Committee shall attempt to develop consensus on future plan design and cost sharing changes.
- c. If the Health Insurance Committee reaches consensus supported by the City and at least two of the City's bargaining units, the City shall implement its recommendations.
- d. If the Health Insurance Committee does not reach consensus as defined above, the matter shall be submitted to arbitration. In that event, the parties shall request a panel of arbitrators with health insurance expertise from the Federal Mediation and Conciliation Service, and shall strike arbitrators until only one remains.
- e. The Health Insurance Committee must reach consensus as defined above, and resort to arbitration, on or before October 15 of each year. The arbitration hearing must take place before November 15. The arbitrator's decision must be made no later than November 15. These deadlines must be acceptable to any chosen arbitrator, and if not acceptable, the parties must resort to the arbitrator who was last struck.
- f. The arbitrator shall have no discretion other than to select one of the following two plans: the sole plan recommended by the City, or the sole plan collectively recommended by the City's bargaining units that do not agree with the City's recommended plan. In rendering a decision, the arbitrator must consider the City's ability to pay for either of the two plans the arbitrator is asked to select.
- g. Neither party shall have the right to submit post arbitration briefs, unless so requested by the arbitrator, subject to the strict deadlines described above. The arbitrator's decision shall be binding for the duration of following calendar year, and shall be implemented on January 1.
- h. Each party shall pay their own costs for preparing for arbitration, and shall equally split the arbitrator's fee.

Section 2. Subject to the change mechanism described above, the City shall provide group dental coverage for Employees.

Section 3. Subject to the change mechanism described above If an employee retires from the City and

- has been enrolled in the City's Group Insurance Plan for a minimum of one (1) year prior to the employee's official retirement date; and
- has been employed by the City for a minimum of five continuous years; and
- has reached the age of 55;

then the City will pay:

- a. the same premium the City pays for active employees for the first twenty-four (24) months following retirement, or until the retiree becomes eligible for Medicare/Medicaid benefits, whichever occurs first; and
- b. thereafter, fifty percent (50%) of the premium the City pays for active employees until the retiree becomes eligible for Medicare/Medicaid benefits.

In the event of the retiree's death, the City will have no further liability for premium payments.

Section 4. Subject to the change mechanism described above, the City shall provide a term life insurance policy in the amount of \$52,000, or annual salary plus \$7,000, whichever is greater, for each bargaining unit employee.

Section 5. Subject to the change mechanism described above, the City shall provide long term disability coverage for each employee who has completed their introductory period.

**ARTICLE 22
EDUCATION INCENTIVE**

Section 1. In addition to the regular wages, Employees in positions with no higher education requirement shall receive educational incentive compensation according to the following schedule, so long as the higher education (hereinafter defined) hours are reasonably related to their positions or are required to obtain an Associate's or Bachelor's Degree reasonably related to their positions:

~~A. Upon successful completion of 30 accredited higher education credit hours - \$5.00 per month.~~

Commented [A22]: Tentatively agreed 07/07/21

~~B. Upon successful completion of 60 accredited higher education credit hours - \$10 per month.~~

Commented [A23]: Tentatively agreed 07/07/21

~~C. Upon successful completion of 90 accredited higher education credit hours - \$15 per month.~~

Commented [A24]: Tentatively agreed 07/07/21

A.D. Upon receipt of an Associate's Degree - \$20 per month.

B.E. Upon receipt of a Bachelor's Degree - \$25 per month.

HIGHER EDUCATION: Higher education is defined as education beyond high school that is provided by accredited colleges, graduate schools, professional schools, trade schools, and metropolitan or community colleges.

Section 2. The City shall reimburse the Employee fifty percent (50%), not to exceed \$5,250 per fiscal year, of the cost of all fees, tuition, registration, books, and costs associated with the higher education hours, provided no payment shall be made except when the Employee shows proof of obtaining a "B" or better, or equivalent grade for the course. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed.

Section 3. All Employees must have advanced written approval from the Department head and HR ~~Director~~ Manager in order to receive educational incentive compensation under Section 1 and reimbursement for costs under Section 2. Upon satisfactory completion of the course, the Employee shall submit proof of expenses to the Department head and HR ~~Manager~~ Director together with a copy of the Employee's grades and/or transcripts, which shall be filed in the Employee's personnel file.

Commented [A25]: Tentatively agreed on 06/17/21

Section 4. The City will pay for renewal licenses and certifications that are required by the employee's job classification. If the employee does not successfully obtain licensing and/or certification on the first attempt, subsequent attempts to obtain will not be paid for by the City.

**ARTICLE 23
NO STRIKE**

Section 1. There will be no strike, work stoppage, picketing, honoring of any picket line whatsoever, work slowdown, sympathy strike, deliberate withholding of services, or any other form of economic pressure directed against the City or any of its services on the part of the Union, its members, or any individual covered by this Agreement.

Section 2. In the event of any breach of this Article, the Union will immediately declare publicly that such action is unauthorized, will immediately order its members to resume their normal duties and continue to take any necessary action to correct the problem and restore the City to full operation.

Section 3. The City will have the sole and exclusive right to determine the discipline given the employee or employees for breach of this Article. Employees disciplined or discharged pursuant to this section have no recourse under the grievance and arbitration procedure.

**ARTICLE 24
SEPARABILITY SAVINGS AND COMPLETE AGREEMENT**

Section 1. If any state or federal legislation, court decision or government regulation invalidates any article or section of this Agreement, all other articles and sections not invalidated will remain in full force and effect.

Section 2. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right to make proposals with respect to all subjects of collective bargaining. The understandings and agreements arrived at by the parties after exercise of that right are set forth in this Agreement.

**ARTICLE 25
PAST PRACTICE**

Section 1. This Agreement supersedes any previous oral and written agreements between the City, its employees and the Union. The City will not be bound by any past understandings, practices and/or customs between the City, its employees, and the Union on matters not specifically governed by the terms of this Agreement.

**ARTICLE 26
UNION DUES**

Section 1. The City shall deduct regular monthly dues from the pay of each employee, provided that there is in the possession of the City a current, unrevoked written authorization from the employee using the form in Appendix A. Such authorization may be revoked by the employee at any time.

Section 2. Authorized deductions shall be made from the first pay period of each calendar month and will within ten (10) days be remitted to the Union via electronic transfer to the account designated by the Union.

Section 3. The Union shall advise the City in writing of the exact amount of regular monthly dues.

Section 4. The Union shall indemnify and hold the City harmless from any mistakes that may result from the administration of this Article.

**ARTICLE 27
RETIREMENT CONTRIBUTION**

Each employee shall contribute percent (6%) of their gross wages to the employee's retirement plan, and the City shall contribute an additional six percent (6%) of each employee's gross wages toward their retirement plan. The employees' contributions shall be automatically deducted from their regular pay check.

**ARTICLE 28
DISCIPLINE**

Section 1: The City of Bellevue will impose disciplinary action in accordance with this Agreement.

Section 2: Disciplinary action requires ~~just~~-cause and may include any of the following: (a) counseling, (b) remedial training, (c) admonishment, (d) reprimand, (e) suspension, (f) demotion, (g) termination.

Commented [A26]: Tentatively agreed 07/07/21

Section 3: When the City places an employee on investigatory suspension, absent extraordinary circumstances delaying the investigation, the City shall initiate disciplinary action within 30 work days. If no action is taken with the 30- day period, the employee shall return to his/her duties, pending the outcome of any investigation.

Section 4: Employees will be notified in writing of a disciplinary action. They will be given an opportunity to read, will be required to sign, and will be given a copy of the disciplinary action letter before it is placed in their personnel file.

Section 5: During investigatory interviews that may result in discipline, employees that are subject of the investigation, or throughout the course of investigation become the subject of investigation, have the right, upon request, to the presence of union representation (including legal counsel). However, if the City determines as a result of such investigation that suspension, demotion, or termination may result, employees are entitled to a pre-disciplinary *Loudermill* meeting with their legal counsel present. During the *Loudermill* meeting, employees shall be notified, orally or in writing, of the allegations against them, provided with an explanation of the City's evidence, and afforded the opportunity to further respond to the charges. Employees shall be notified at least 24 hours in advance of a *Loudermill* meeting, but have no right to delay the meeting because of the unavailability of their legal counsel.

Section 6: An employee shall not be disciplined more than once for the same infraction, with the understanding that prior discipline can be used for progressive disciplinary purposes and/or impeachment.

Section 7: Employees may grieve disciplinary action involving suspensions, demotions, and terminations in accordance with this Agreement's Grievance and Arbitration procedure.

ARTICLE 29 DURATION OF AGREEMENT

Section 1. This Agreement will be in full force and effect from October 1, ~~2021~~ ~~2017~~ until September 30, ~~2025~~ ~~2024~~, and will continue in full force and effect for each year after that unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other, at least sixty (60) days prior to the expiration of the Agreement or any automatic extension of the Agreement.

With their signatures, authorized representatives of the City and the Union have agreed to this Collective Bargaining Agreement on the ___ day of _____, ~~2017~~ ~~2021~~.

CITY OF BELLEVUE

**BELLEVUE PROFESSIONAL
MANAGEMENT ASSOCIATION**

By: _____
Rusty Hike
Mayor

By: _____
Jim Ristow
City Administrator

By: _____
Susan Kluthe
City Clerk

By:  _____
Roger Cox
Bargaining Committee

By:  _____
Joey Bockman
Bargaining Committee

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize the City of Bellevue to deduct from my regular paycheck the sum of money for payment of the regular dues and then pay same to the Bellevue Professional Management Association. This Authorization shall remain in effect, and the City may rely thereon, until such time as it is withdrawn in writing by the undersigned.

Name: _____

Department: _____ Date: _____

Signature _____

Approved: _____

APPENDIX B
JOB CLASSIFICATION AND GRADE ASSIGNMENT

Grade

Job Classification

Administrative Assistant/Secretary

Civilian Community Policing/Community Relations Coordinator

Deputy City Clerk

Records Unit Supervisor

~~Assistant Planning Manager~~

Commented [A27]: Tentatively agreed 07/07/21

Code Enforcement Supervisor

Communications Systems Coordinator

Fleet Maintenance Foreman

Foreman II - Building Maintenance

Foreman II - Parks

Librarian II

Purchasing Agent

Traffic Sign/Signal Supervisor

~~Community Relations/Media Coordinator~~

Fabrication Supervisor

Foreman II - Streets

Business Manager

~~Professional Standards Investigator~~

Commented [A28]: Tentatively agreed 07/07/21

~~Intelligence Analyst~~

Commented [A29]: Tentatively agreed 07/07/21

Assistant Library Director

~~City Planner~~

Commented [A30]: Tentatively agreed 07/07/21

Public Works Engineer I

~~Recreation Superintendent~~

Commented [A31]: Tentatively agreed 07/07/21

Wastewater ~~and Solid Waste Superintendent~~ Operations Manager

Grade

Job Classification

~~20~~

Fleet Maintenance Superintendent

Streets Superintendent

~~Park Superintendent~~

Chief Building Official

Commented [A32]: Tentatively agreed 07/07/21

ADD: ~~Human Services Manager~~

Commented [A33]: Tentatively agreed 07/07/21

~~Assistant Recreation Superintendent~~

Commented [A34]: Tentatively agreed 07/07/21

APPENDIX C WAGE SCALE

Effective October 1, 2021, employees will go to the step that is the closest approximation to at least a 2% increase. Exclusions to this include any employees that are in their introductory period as of October 1, 2021 and the Human Services Manager.

Commented [A35]: Tentatively agreed 07/07/21

Job Title	Steps->	1	2	3	4	5	6	7	8	9	10
Administrative Assistant/Secretary		19.62	20.38	21.17	21.99	22.84	23.73	24.65	25.61	26.61	27.65
Assistant Library Director		26.67	30.76	31.89	33.06	34.27	35.52	36.82	38.17	39.57	41.01
Assistant Planning Manager		29.99	31.15	32.35	33.60	34.89	36.23	37.62	39.08	40.59	42.14
Assistant Recreation Superintendent		26.43	27.38	28.36	29.38	30.43	31.52	32.65	33.82	35.03	36.27
Business Manager		25.87	26.94	28.05	29.21	30.41	31.66	32.96	34.32	35.73	37.20
Chief Building Official		35.17	36.43	37.73	39.08	40.48	41.93	43.43	44.98	46.59	48.25
Civilian Community Policing/Community Relations Coordinator		22.09	23.03	24.01	25.04	26.11	27.23	28.39	29.60	30.86	32.19
Code Enforcement Supervisor		30.38	31.49	32.64	33.83	35.07	36.35	37.68	39.06	40.49	41.96
Communications Systems Coordinator		27.58	28.66	29.79	30.96	32.13	33.44	34.75	36.11	37.53	39.01
Deputy City Clerk		23.39	24.35	25.35	26.39	27.48	28.61	29.79	31.02	32.30	33.64
Fabrication Supervisor		16.38	17.31	18.30	19.34	20.44	21.61	22.84	24.14	25.52	26.99
Fleet Maintenance Foreman		24.53	25.47	26.45	27.47	28.53	29.63	30.77	31.95	33.18	34.44
Fleet Maintenance Superintendent		32.48	33.73	35.02	36.36	37.76	39.21	40.72	42.28	43.90	45.59
Foreman II - Building Maintenance		25.57	26.58	27.63	28.72	29.86	31.04	32.27	33.55	34.88	36.27
Foreman II - Parks		24.21	25.20	26.23	27.30	28.42	29.58	30.79	32.05	33.36	34.75
Foreman II - Streets		27.85	28.86	29.91	31.00	32.13	33.30	34.51	35.77	37.07	38.42
Human Services Manager		26.70	27.80	28.94	30.13	31.37	32.66	34.00	35.40	36.85	38.35
Intelligence Analyst		27.25	28.22	29.23	30.27	31.35	32.47	33.63	34.83	36.07	37.37
Librarian II		27.38	28.46	29.58	30.75	31.96	33.22	34.53	35.89	37.30	38.77
Public Works Engineer I		29.61	30.72	31.87	33.06	34.30	35.58	36.91	38.29	39.72	41.19
Purchasing Agent		28.62	29.71	30.84	32.02	33.24	34.51	35.83	37.20	38.62	40.09
Records Unit Supervisor		21.85	22.75	23.68	24.65	25.66	26.71	27.81	28.95	30.14	31.39
Streets Superintendent		32.28	33.45	34.67	35.93	37.24	38.60	40.00	41.46	42.97	44.53
Traffic Sign/Signal Supervisor		25.14	26.08	27.05	28.06	29.11	30.20	31.33	32.50	33.71	34.95
Wastewater and Solid Waste Superintendent		37.60	38.95	40.35	41.80	43.31	44.87	46.49	48.16	49.89	51.70

Commented [A36]: Tentatively agreed 07/07/21

Effective October 1, 2022, the wage ranges listed will be increased by 2% annually on October 1 of each contract year.

Commented [A37]: Tentatively agreed 07/07/21

WAGE SCHEDULE

Upon ratification of this agreement, and retroactively to October 1, 2017, employees will move to the step that is the closest approximation of a 2% increase to their current wage, without a reduction.

Grade	Steps									
	1	2	3	4	5	6	7	8	9	10
14	17.57	18.20	18.85	19.52	20.21	20.93	21.68	22.45	23.25	24.07
15	22.25	22.89	23.55	24.23	24.93	25.65	26.39	27.15	27.93	28.75
16	23.66	24.41	25.19	25.99	26.82	27.67	28.55	29.46	30.40	31.36
17	24.46	25.27	26.10	26.96	27.85	28.77	29.72	30.70	31.71	32.76
18	25.90	26.78	27.69	28.63	29.60	30.60	31.63	32.70	33.81	34.92
19	27.52	28.55	29.62	30.73	31.88	33.07	34.31	35.59	36.92	38.31
20	30.51	31.58	32.69	33.84	35.03	36.26	37.54	38.86	40.23	41.65

Commented [A38]: Tentatively agreed 07/07/21

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16k.
09/07/2021

COUNCIL MEETING DATE: 09/07/2021	SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Approval of four year bargaining agreement with the Bellevue Police Command Staff Association (BPCSA)

SYNOPSIS/BACKGROUND:

The current bargaining agreement with the BPCSA expires on September 30, 2021. Negotiations were held to achieve a new agreement for the period of October 1, 2021 through September 30, 2025. The draft redlined agreement showing changes made is attached for review and approval of the same.

FISCAL IMPACT: BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES <input type="text"/>	COUNTER-PARTY: BPCSA <input type="text"/>	INTERLOCAL AGREEMENT: NO <input type="text"/>
CONTRACT DESCRIPTION: CBA between the City and BPCSA <input type="text"/>		
CONTRACT EFFECTIVE DATE: 10/01/2021 <input type="text"/>	CONTRACT TERM: 4 years <input type="text"/>	CONTRACT END DATE: 09/30/2025 <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/> INSURANCE REQUIRED: NO <input type="text"/>
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve collective bargaining agreement with the Bellevue Police Command Staff Association for the term October 1, 2021 through September 30, 2025.

ATTACHMENTS:

- | | | |
|--------------------------------------|-------------------------|-------------------------|
| 1. BPCSA Redlined Proposed Agreement | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. [Signature]
[Signature]
[Signature]

AGREEMENT BETWEEN
THE CITY OF BELLEVUE, NEBRASKA
AND
THE POLICE COMMAND STAFF ASSOCIATION
FRATERNAL ORDER OF POLICE LODGE 59
October 1, 2021~~18~~ - September 30, 2025~~21~~

TABLE OF CONTENTS

PREAMBLE

ARTICLE 1 - DEFINITIONS

ARTICLE 2 - BPCSA RECOGNITION

ARTICLE 3 - CHECK OFF

ARTICLE 4 - BULLETIN BOARDS AND MESSAGE BOXES

ARTICLE 5 - BPCSA BUSINESS

ARTICLE 6 - HOURS OF WORK AND DUTY SHIFTS

ARTICLE 7 - OVERTIME, CALL BACK, ADMINISTRATIVE LEAVE AND
COMPENSATORY TIME

ARTICLE 8 - HOLIDAYS

ARTICLE 9 - VACATION

ARTICLE 10 - SICK LEAVE

ARTICLE 11 - UNIFORMS AND EQUIPMENT

ARTICLE 12 - LONGEVITY

ARTICLE 13 - INSURANCE

ARTICLE 14 - STRIKES AND LOCKOUTS

ARTICLE 15 - WAGES

ARTICLE 16 - EDUCATION AND TRAINING

ARTICLE 17 - PROVISIONAL APPOINTMENT

ARTICLE 18 - FIELD TRAINING COORDINATORS

ARTICLE 19 - BALLISTIC VEST REPLACEMENT

ARTICLE 20 - INDEMNIFICATION

ARTICLE 21 - FUNERAL LEAVE

ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURE

ARTICLE 23 - EMPLOYEE RIGHTS

ARTICLE 24 - SENIORITY

ARTICLE 25 - JOB BIDDING

ARTICLE 26 - JOB-RELATED INJURIES

ARTICLE 27 - AGREEMENT AND SAVINGS CLAUSE

ARTICLE 28 - MILITARY LEAVE

ARTICLE 29 - DISCHARGE AND DISCIPLINE

ARTICLE 30 - EMPLOYEE FIREARMS

ARTICLE 31 - POLICE RETIREMENT

ARTICLE 32 - DURATION AND ACCEPTANCE

ARTICLE 33 - MANAGEMENT RIGHTS

ARTICLE 34 - TAKE HOME CARS

APPENDIX I AUTHORIZATION FOR PAYROLL DEDUCTION

APPENDIX II - INSURANCE POLICY

APPENDIX III- WORK SCHEDULE FOR 12-HOUR DUTY SHIFT

PREAMBLE

This Agreement, between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and the Bellevue Police Command Staff Association/FOP Lodge 59, hereinafter referred to as the "BPCSA", is entered into to promote and strive to maintain a working agreement between the City and the BPCSA.

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, the following works, terms, and phrases shall be construed in accordance with the definitions hereinafter assigned to them unless the context in which the same shall be used would otherwise require a different definition.

- A. "BPCSA" shall mean the Bellevue Police Command Staff Association/FOP Lodge 59.
- B. "BPCSA Officers" shall mean the President, Vice President, and Secretary of the BPCSA.
- C. "Chief" shall mean the duly authorized and designated Chief or acting Chief of the Department.
- D. "City" shall mean the City of Bellevue, Nebraska.
- E. "City Administrator" shall mean the duly appointed City Administrator of the City of Bellevue.
- F. "Civil Service Commission" shall mean a civil service commission created pursuant to the Nebraska Civil Service Act.
- G. "Department" shall mean the Police Department of the City of Bellevue, Nebraska and its authorized representatives.
- H. "Employee(s)" shall mean full-time employees for the Police Department of the City of Bellevue, Nebraska, including and limited to Assistant Police Chiefs, Police Lieutenants and Police Captains.
- I. "Mayor" shall mean the duly-elected or acting Mayor of the City of Bellevue.
- J. "Personnel Rules and Regulations" shall mean the City of Bellevue Employee Handbook and the Police Department Rules & Regulations.

K. "Emergency Circumstance" shall be defined as any natural or manmade disaster, pandemic, or state of emergency, affecting the City of Bellevue or any other circumstance beyond the control of the City.

Commented [A1]: Tentatively Agreed 08/19/21

ARTICLE 2

BPCSA RECOGNITION

The City recognizes the BPCSA as the sole and exclusive collective bargaining representative of the Employees. The recognition is granted pursuant to 48-816 Nebraska R.S. Supp. 1982.

ARTICLE 3

CHECK OFF

SECTION 1. The City shall deduct regular monthly BPCSA dues from the pay of each Employee, provided that at the time of such deduction the City has a current written assignment, executed by the Employee, in the form of the authorization form set out in Appendix I. Such authorization may be revoked by the Employee at any time by giving written notice thereof to the City Finance Director.

SECTION 2. Previously-signed Employee authorizations shall continue to be effective as to Employees reinstated following layoff, leave of absence or suspension not exceeding 60 days; in the event 60 days is exceeded, then previous authorizations shall not be considered to be effective and a new one must be signed.

SECTION 3. Such authorized deductions shall be made each pay period of each calendar month and will within ten (10) days be remitted by the City to the BPCSA bank account. The City will notify the BPCSA Treasurer of the amount of each deposit.

SECTION 4. At the time of execution of the Agreement, the BPCSA shall advise the City in writing of the exact amount of regular monthly BPCSA dues. If, subsequently, the BPCSA requests the City to deduct additional monthly BPCSA dues, such requests shall be effective only upon written assurance by the BPCSA to the City that amounts are regular monthly BPCSA dues, duly approved in accordance with the BPCSA's constitution and bylaws.

SECTION 5. The City agrees to provide this service without charge to the BPCSA.

SECTION 6. The city shall not be liable for any mistakes. The City and the BPCSA shall work together to correct mistakes. Amounts deducted by mistake will be corrected the next deduction period.

ARTICLE 4

BULLETIN BOARDS AND MESSAGE BOXES

- SECTION 1. The BPCSA shall use one bulletin board, designated by the Chief, at each assembly area for posting of BPCSA meetings, elections, report of committees, and any other notices or announcements that would be of benefit or interest to the Employees.
- SECTION 2. Posted notices shall not contain anything political, discriminatory, or anything reflecting adversely upon the City or its Employees.
- SECTION 3. The City will permit the distribution, in each Employee's designated message box, of reports of BPCSA committees and other notices or announcements of interest to the Employees.
- SECTION 4. The BPCSA shall be entitled to use the Department's mailing address and non-emergency telephone number in the conduct of BPCSA business with appropriate compensation to the City for long distance phone calls.

ARTICLE 5

BPCSA BUSINESS

- SECTION 1. The City agrees to place members of the BPCSA team, not exceeding three (3) in number, on special duty while collective bargaining meetings are being conducted. Team members shall not be required to report for his/her respective duty shift on the same day on which the meeting is held, provided that the meeting lasts for more than four (4) hours, including preparation time needed.
- SECTION 2. BPCSA Officers and/or officials, not exceeding two (2) in number, shall be granted leave from duty without pay for the purpose of attending BPCSA business meetings, conventions, education conferences or conducting other BPCSA business. Such leave shall be subject to approval by the Chief of a written request by the BPCSA no less than one week in advance of the requested leave date.
- SECTION 3. BPCSA Officers and/or officials may utilize up to a total of eighty (80) hours of paid leave time during the term of this agreement for conducting BPCSA business. The paid leave time entitlement in this section is separate and distinct from the entitlement provided for in Section 1 above. For purposes of this section, "BPCSA business" shall be defined as any time an Officer and/or Official performs duties for and/or on behalf of the union (e.g. acts as a representative for the union or represents a member of the union in meetings, depositions, grievance hearings, arbitration and/or Loudermill hearings, attending BPCSA business meetings or conferences/conventions, preparing BPCSA business materials, etc.) All paid leave time must be documented in the City's timekeeping system.
- SECTION 4. The BPCSA shall notify the City Administrator in writing of the names of BPCSA Officers and/or officials within seven (7) calendar days after each

BPCSA election, resignation, removal or appointment of BPCSA Officers and/or officials.

ARTICLE 6

HOURS OF WORK AND DUTY SHIFTS

SECTION 1. When Lieutenants are assigned to an eight (8) hour work shift, eight (8) full hours shall constitute one (1) work day and five (5) consecutive work days shall constitute one (1) work week.

When Lieutenants are assigned to a ten (10) hour work shift, ten (10) full hours shall constitute one (1) work day and four (4) consecutive work days shall constitute one (1) work week.

When Lieutenants are assigned to a twelve (12) hour work shift, twelve (12) full hours shall constitute one (1) work day and eighty (80) hours shall constitute two (2) work weeks.

Assistant Chiefs and Captains work schedules are defined as 80 hours worked in the two-week period coinciding with the regularly scheduled pay period.

See Appendix IV for work schedule.

SECTION 2. The City shall make a reasonable effort to permit an Employee a one (1) hour meal period for each eight (8) hour work shift, a one hour meal period for each ten (10) hour work shift, and a one (1) hour meal period for each twelve (12) hour work shift.

The City shall make a reasonable effort to permit Employees two fifteen (15) minute breaks per eight (8) hour work shift, two (2) seventeen and one-half (17 1/2) minute breaks per ten (10) hour work shift, and two (2) thirty (30) minute breaks per twelve (12) hour work shift.

The Department retains the right to direct Employees during meal and break periods.

The meal period and break periods are paid as hours worked and no additional hours worked shall accrue, if an Employee is required to return to duty during a meal or break period.

SECTION 3. Employees assigned to day or night shift shall not be arbitrarily required to work outside their respective duty assignment except for compelling operational needs;

and in that event, for a duration no longer than necessary to satisfy the operational need.

SECTION 4. Flex time shall be defined as one for one compensation. Flex time shall only be used for the following reasons:

- a. To compensate an employee for non-mandatory training and travel time that does not occur on the Employee's regular work days.
- b. To compensate an employee who is asked and agrees to work a non-mandatory training assignment, where the employee is the instructor.

The Employee may agree to flex time that falls outside the normal duty hours.

All flex time must be used in the same cycle as it is earned or as approved by the Chief of Police.

ARTICLE 7

OVERTIME, CALL BACK, ADMINISTRATIVE LEAVE AND COMPENSATORY TIME

SECTION 1. Captains shall earn one ~~and a half~~ hours of administrative leave time off for every one hour of time worked in excess of 80 hours per pay period, up to a maximum cumulative amount of 80 hours during the fiscal year. ~~Accrued compensatory time above 40 hours not used during the fiscal year in which it was earned shall be paid in cash on the second payroll in October. On September 30th of each year, Employees whose administrative comp time leave balance equals or exceeds 20 hours will not be eligible to earn additional administrative comp time until they reduce their total administrative comp time balance below 20 hours.~~

Commented [A2]: Tentatively Agreed 08/19/21

SECTION 2. Lieutenants shall be paid overtime compensation at the rate of 1.5 times their regular hourly rate for actual hours worked in excess of their regularly scheduled shift of 8, 10 or 12 hours. Holidays (not worked) and paid leave time shall not be considered hours worked for the purpose of computing overtime pay.

SECTION 3. Lieutenants who are called back to duty, during their off duty time that does not coincide with their scheduled tour of duty, shall be paid at the rate of 1.5 times their regular hourly rate for the greater of actual call back hours worked, or two hours.

SECTION 4. Lieutenants have the option of receiving overtime compensation either as compensatory time or in cash; provided that accrued compensatory time shall not exceed 160 hours during the fiscal year. Overtime shall be compensated in cash on the next regular payroll date. Accrued compensatory time must be used during

the fiscal year in which it was earned, and cannot be carried forward to the next fiscal year. The Chief has exclusive discretion to require employees to use their accrued compensatory time off at any time. Accrued compensatory time not used during the fiscal year in which it was earned shall be paid in cash on the ~~first full regular second~~ payroll date in ~~October~~the following fiscal year.

SECTION 5. Employees required to be on call or standby duty shall receive the following pay:

~~Eight (8) Hour Shifts - One (1) hour of regular pay for every eight (8) hours or portion of eight (8) hours said Employee is on standby duty.~~

~~Ten (10) Hour Shifts - One and one-quarter (1¼) hours regular pay for every ten (10) hours or portion of ten (10) hours said Employee is on standby.~~

~~Twelve (12) Hour Shifts - One and one-half (1½) hours regular pay for every twelve (12) hours or portion of twelve (12) hours said Employee is on standby.~~

Commented [A3]: Tentatively Agreed 08/19/21

SECTION 6. If an employee's scheduled court appearance that falls on the employee's off duty hours is cancelled after 5:00pm on the business day prior to the scheduled court appearance the employee shall be paid 2 hours of overtime pay.

Commented [A4]: Tentatively Agreed 08/19/21

ARTICLE 8

HOLIDAYS

SECTION 1. The following together with any other days that may be so designated by the City, shall be paid for the employee (Holiday):

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. The day after Thanksgiving Day
10. Christmas Day
11. The Employee's Birthday
12. Floating Holiday

SECTION 2. Holidays shall be observed on the official City holiday. An Employee's birthday shall be observed on a day chosen by the employee during the employee's

~~birthday month. An employee's birthday should be observed on the actual birth date. If an employee's birthday falls on a regularly scheduled day off, or another designated Holiday, that employee shall take his/her birthday off on a different day within the pay period, as approved by his/her Supervisor.~~

Commented [A5]: Tentatively Agreed 08/19/21

SECTION 3. Holiday pay shall consist of the Lieutenants' regular hourly rate times the number of the Lieutenants' regularly scheduled daily shift hours.

SECTION 4. The Floating Holiday may be any full day chosen by an employee to engage in personal business activity, to observe a day of special significance, or extend vacation or sick leave by one day.

SECTION 5. Lieutenants required to work on a holiday shall be compensated at their overtime rate for actual hours worked, plus their holiday pay. If the Lieutenants' actual holiday work hours exceed their regularly scheduled shift hours (8, 10, 12), the additional hours will be compensated at 2.5 times their regular rate of pay. Lieutenants who work on both the City's observed holiday, and the actual holiday, will receive holiday pay for their entire shift that overlaps with the day that the City observes the holiday. Lieutenants who work the official holiday, but not the City observed holiday, will receive holiday pay for their entire shift that overlaps with the official holiday.

SECTION 6. Except for the Floating Holiday, the Employee will have the choice to convert holiday pay to holiday compensatory time to be computed at the overtime rate. Holiday compensatory time shall be treated the same as vacation time off.

~~SECTION 7. In order to provide compensation for employees assigned to a Captain or Assistant Chief position, who are not regularly scheduled to work overtime on a holiday as employees assigned to the Lieutenant position are, such employees shall receive a monthly stipend of \$400 on the first payroll of each month.~~

Commented [A6]: Tentatively Agreed 08/26/21

ARTICLE 9

VACATION

SECTION 1. Subject to the maximum vacation limitation described below, all full-time employees shall earn paid vacation in a lump sum on the anniversary of each employee's date of hire. Vacation earnings shall be determined by years of full-time service in the Department as of the employee's anniversary, computed as follows:

<u>Years of Department Employment</u>	<u>Amount</u>
1 year	96 hours
5 years	132 hours

10 years	172 hours
15 years	192 hours
Completion of 20 years	212 hours
Completion of 25 years	252 hours

As a condition of accruing additional vacation, employees must maintain a vacation balance at or below 200 hours, measured as of the anniversary of each employees' date of hire. Employees with unused vacation in excess of 200 hours as of the employee's anniversary shall be ineligible for additional vacation earnings until the employees' next anniversary, subject to the maximum vacation allowance described above.

Vacation days shall be days off in addition to regularly scheduled days off or holidays that occur during the vacation period.

SECTION 2. Employees may not carry over more than 200 hours of vacation from one anniversary year to the next. Employees shall monitor their accumulated leave hours and must use the leave hours before their anniversary date so that the accumulated hours are no more than the 200 hour cap as of their anniversary date. If the employee has 200 hours or less on their anniversary date, then the employee can accrue additional vacation hours per Section 1 of this Article.

SECTION 3. Vacation hours not used and not exceeding 200 hours may be carried from one anniversary year to the next.

SECTION 4. Upon retirement, resignation, termination, or the death of the employee the employee, or the employee's beneficiary, shall be immediately paid all of the employee's accumulated vacation computed on the basis of the employee's regular rate of pay as of the employee's last day of employment, or at the Officer's option, for retirement purposed, consume any accumulated vacation to extend the retirement to the date when all vacation is expended. During this time, all benefits will continue, with exception of accruing any additional vacation.

SECTION 5. Employees shall be permitted to request a cash in of vacation twice per fiscal year. At the time of cash in, the employee's vacation balance remaining after the cash in must be 40 hours or more.

Commented [A7]: Tentatively Agreed 08/19/21

ARTICLE 10
SICK LEAVE

- SECTION 1. Sick leave with pay shall be earned by each employee at the rate of twelve (12) hours of leave for each month of service to the City. Employees hired by the Department on or after October 1, 2012 shall earn sick leave at a rate of eight (8) hours for each full month of employment, and shall not accrue more than 960 hours.
- SECTION 2. Sick leave accumulation for employees hired by the Department before October 1, 2012 shall be unlimited.
- SECTION 3. Sick leave with pay must be earned before it can be taken and advancing sick leave is prohibited.
- SECTION 4. Employees may utilize sick leave when unable to perform their work duties by reason of personal illness, non-compensable bodily injury, pregnancy, disease or exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by the employee's attendance at work.
- SECTION 5. Sick leave may be taken in hourly increments. Sick leave may be utilized for the purpose of medical or dental appointments.
- SECTION 6. Sick leave may be used by the employee for illness in the household of the employee or the employee's immediate family when the employee's attendance is required. The employee shall notify the Supervisor, as soon as reasonably possible, when the employee finds it necessary to utilize sick leave.
- SECTION 7. The Police Chief and/or City Administrator may require an examination by a City physician at City expense.
- SECTION 8. Employees who resign or retire from the City, who are not being terminated, and who have at least five (5) years of service, shall receive a cash payout of accumulated sick leave. The cash payout shall be one-half (1/2) of the accumulated sick leave not to exceed 960 hours, computed on the basis of the employee's regular pay as of the employee's last day of employment. In the event of the employee's death outside the line of duty, this benefit shall apply to the employee's designated beneficiary. If an employee, regardless of years of service, suffers death as a result of an injury or illness that arose as a direct result of the employee's performance of his or her duties, the City will pay out 100% of the employee's sick leave to the spouse or dependents of the employee or to the employee's estate if no spouse or dependent(s) are known to the City.

ARTICLE 11

UNIFORMS AND EQUIPMENT

SECTION 1. The uniform and equipment allowance shall be treated as a benefit under the terms of this agreement.

SECTION 2. The amount of the annual uniform and equipment allowance shall be ~~Twelve Hundred and Fifty dollars (\$1250.00) for the first two years of this contract (2019 and 2020). Each year thereafter, the uniform and equipment allowance shall be~~ One Thousand Dollars (\$1000) annually, ~~for the duration of the agreement.~~

Commented [A8]: Tentatively Agreed 08/19/21

SECTION 3. The uniform and equipment allowance check shall be issued to the employee, in the full amount less the appropriate state and federal taxes, as referenced in Section 4 of this Article. The check shall be given on the first full payroll in September.

The Uniform Allowance shall be reported by the City on the employee's current year W-2 form as income.

SECTION 4. Any new item of uniform equipment and any modifications of a current uniform or piece of equipment shall be provided by the City at no charge to the employee and all such uniforms, equipment, and modifications thereof shall, upon termination of employment, be surrendered to the City.

SECTION 5. Where damage or loss of a uniform, or portion of a uniform, or equipment occurs while in the performance of duty, the replacement items shall be provided by the City at no cost to the employees.

SECTION 6. SWAT TEAM: Upon an employee being designated as a member of the ~~Sarpy South-Metro~~ SWAT Team by its Commander, the Department shall pay the newly designated SWAT Team member a uniform allowance of \$500.00 in addition to other benefits under this Article. Each year thereafter, the Department shall pay employees who maintain designation as members of the ~~Sarpy South-Metro~~ SWAT Team a uniform allowance of \$250.00 annually in the first pay period of January of each calendar year in addition to other benefits of this Article. In addition, each employee newly designated to the ~~SarpySouth-Metro~~ SWAT Team will be issued soft body armor, Level 3A or higher with load bearing vest from the City of Bellevue. To the extent an employee incurs out of pocket expenses for required SWAT related equipment, the Chief with the approval of the City Administrator may reimburse the employee for such expenses.

Commented [A9]: Tentatively Agreed 08/19/21

SECTION 7. Employees may be permitted to wear baseball style caps (hereinafter "caps") as part of the Class B Uniform. The cap must be uniform in design and style and approved by the Chief of Police. The employee is responsible for the purchase of their own cap(s). Caps must be worn forward facing only, unless tactically required to wear it differently.

Commented [A10]: Tentatively Agreed 08/19/21

ARTICLE 12

LONGEVITY

SECTION 1. In addition to the employee's regular monthly salary, the employee shall receive longevity compensation, computed as follows based upon years of full-time service:

Beginning 8 years	\$35.00 per month
Beginning 11 years	\$75.00 per month
Beginning 14 years	\$110.00 per month
Beginning 17 years	\$150.00 per month
Beginning 21 years	\$185.00 per month
Beginning 25-30 years	\$255.00 per month

Commented [A11]: Tentatively Agreed 08/19/21

ARTICLE 13

INSURANCE

SECTION 1. The City shall provide employees group insurance coverage for medical/surgical, including major medical benefits ("the Plan"). The specific design and provisions of the Plan shall be determined as follows:

- The City shall meet with a committee consisting of no more than four City representatives, and a single representative selected by each of the City's bargaining units to ensure that each unit is individually represented (collectively, the "Health Insurance Committee").
- The Health Insurance Committee shall identify and investigate health insurance trends, the City's claim experience, potential alternative health insurance options, and financial implications of the current Plan as compared to potential alternative options. The Health Insurance Committee shall attempt to develop consensus on future plan design and cost sharing changes.
- If the Health Insurance Committee reaches consensus supported by the City and at least three of the City's bargaining units, the City shall implement its recommendations.
- If the Health Insurance Committee does not reach consensus as defined above, the matter shall be submitted to arbitration. In that event, the parties shall request a panel of arbitrators with health insurance expertise from the Federal Mediation and Conciliation Service, and shall strike arbitrators until only one remains.
- The Health Insurance Committee must reach consensus as defined above, and resort to arbitration, on or before October 15 of each

year. The arbitration hearing must take place before November 15. The arbitrator's decision must be made no later than November 15. These deadline must be acceptable to any chosen arbitrator, and if not acceptable, the parties must resort to the arbitrator who was last struck.

- The arbitrator shall have no discretion other than to select one of the following two plans: the sole plan recommended by the City, or the sole plan collectively recommended by the City's bargaining units that do not agree with the City's recommended plan. In rendering a decision, the arbitrator must consider the City's ability to pay for either of the two plans the arbitrator is asked to select.
- Neither party shall have the right to submit post arbitration briefs, unless so requested by the arbitrator, subject to the strict deadlines described above. The arbitrator's decision shall be binding for the duration of following calendar year, and shall be implemented on January 1.
- Each party shall pay their own costs for preparing for arbitration, and shall equally split the arbitrator's fee.

Subject to the change mechanism described above, the City shall provide each employee, covered by the Plan, with a prescription card.

SECTION 2. Subject to the change mechanism described above, the City shall provide group dental coverage for employees. The City shall pay the entire premium for the individual employee coverage. The coverage shall be the same as presently is in force for each employee and employee may add their family at their own expense at the present rate.

SECTION 3. The City shall provide \$52,000 in life insurance of each employee including coverage 24 hours each day on or off duty.

SECTION 4. Subject to the change mechanism described above, the City shall provide a long-term disability insurance policy for each employee.

SECTION 5. The City agrees to the attachment of an amendment to the present Police Department Retirement Program for the vesting of that program, effective February 1, 1981, as provided by the City Council action of February 22, 1982.

SECTION 6. Provided the employee (a) has been enrolled in the City's health insurance plan for a minimum of one (1) year prior to the employee's official retirement date, or is participating in the DROP Program pursuant to Article 31, Section 7 (b) has been employed by the Department for a minimum of five years; and (c) has reached the age of 55; the City will pay:

SINGLE COVERAGE

- The same single coverage premium the City pays for active employees for the first twenty-four (24) months after retirement.
- Thereafter, 50% of the single coverage premium until retiree becomes eligible for Medicare/Medicaid benefits.
- In the event of the retiree's death, the City will have no further liability for premiums.

FAMILY COVERAGE

- The same family coverage premium the City pays for active employees for the first twenty-four (24) months after retirement.
- Thereafter, 50% of the family coverage premium until the retiree becomes eligible for Medicare/Medicaid benefits.

In the event the retiree's death, the City will have no further liability for premiums.

SECTION 7. In the event of a line-of-duty death, the City shall pay the cost of reasonable funeral expenses up to a maximum of ten thousand dollars (\$10,000.00) and said amount shall be in addition to the amount paid by the City's insurance carrier through the Nebraska Workers' Compensation Act.

Commented [A12]: Tentatively Agreed 08/19/21

ARTICLE 14

STRIKES AND LOCKOUTS

SECTION 1. Neither the BPCSA, its agents or employees will instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of operations of the City.

SECTION 2. The City will not lock out any employee during the term of the Agreement as a result of a labor dispute with the BPCSA.

ARTICLE 15

WAGES

SECTION 1. Position grade levels shall be followed:

~~Assistant Police Chief~~
Police Lieutenant
Police Captain

SECTION 2. The City and the employee agree that each shall contribute the amount required by law to the employee's applicable retirement benefit.

SECTION 3. All employees assigned to the following job classifications shall be paid the following amounts beginning on the first full payroll period following ratification of this Agreement by both the Bellevue City Council and BPCSA.

Employees who are promoted from within the Department to the rank of Lieutenant, ~~or Captain or Assistant Police Chief~~, and who are already earning an hourly rate above the starting Lieutenant, ~~or Captain or Police Chief~~ rate, shall be placed on the governing wage progression table at the rate that most closely approximates a 5% pay increase compared to their hourly rate before the promotion.

~~SECTION 4. Any Lieutenant, Captain or Assistant Police Chief demonstrating proficiency to interpret conversations in Spanish, Slavic, Vietnamese, or sign language, shall receive compensation in the amount corresponding to their level of tested proficiency described below. Any additional languages may be considered at the discretion of the Chief of Police. In order to receive such compensation, the Lieutenant, Captain or Assistant Police Chief must pass the approved language testing through the Human Resources Department. The Human Resources Department will secure testing through Language Testing International, however if said testing cannot be secure, the BPOA and the Human Resources Director will work together to find an alternative and comparable testing company. There may be different testing requirements for sign language and the BPOA and Human Resources Director will work together to find a company to administer the testing for sign language. Testing must be re-taken every two (2) years within 30 days of the anniversary date of the original test. In order to receive this compensation, the employee must agree to provide interpretation services while on duty to the extent that is practical.~~

<u>ACTFL Proficiency Level</u>	<u>Monthly Amount</u>
<u>Novice High - Intermediate Low</u>	<u>\$50</u>
<u>Intermediate Mid - Intermediate High</u>	<u>\$100</u>
<u>Advanced Low and Higher</u>	<u>\$150</u>

Commented [A13]: Tentatively Agreed 08/19/21

WAGE SCHEDULE

Effective October 1, 2021, following ratification of this Agreement by approval of the City Council, the City will implement the Wage Schedules set forth below. Upon ratification, employees will remain in their current wage step until their date of hire anniversary, or date of promotion anniversary if applicable. Employees who are currently top step will remain top step according to the Wage Schedule below, with the exception of the Assistant Police Chief who will go to a step 5.

LIEUTENANT						
	1	2	3	4	5	6
Effective 10/01/21	\$39.62	\$41.70	\$43.89	\$46.20	\$48.63	\$51.18
Effective 10/01/22	\$40.81	\$42.95	\$45.21	\$47.59	\$50.09	\$52.72
Effective 10/01/23	\$42.03	\$44.24	\$46.56	\$49.01	\$51.59	\$54.30
Effective 10/01/24	\$43.29	\$45.57	\$47.96	\$50.48	\$53.14	\$55.93
CAPTAIN						
	1	2	3	4	5	6
Effective 10/01/21	\$42.69	\$45.11	\$47.67	\$50.37	\$53.23	\$56.25
Effective 10/01/22	\$43.97	\$46.46	\$49.10	\$51.88	\$54.83	\$57.94
Effective 10/01/23	\$45.29	\$47.86	\$50.57	\$53.44	\$56.47	\$59.68
Effective 10/01/24	\$46.65	\$49.29	\$52.09	\$55.04	\$58.17	\$61.47
ASSISTANT POLICE CHIEF						
	1	2	3	4	5	6
Effective 10/01/21	\$47.35	\$50.00	\$52.79	\$55.74	\$58.85	\$62.14
Effective 10/01/22	\$48.77	\$51.50	\$54.37	\$57.41	\$60.62	\$64.00
Effective 10/01/23	\$50.23	\$53.05	\$56.00	\$59.13	\$62.43	\$65.92
Effective 10/01/24	\$51.74	\$54.64	\$57.69	\$60.91	\$64.31	\$67.90

Commented [A14]: Tentatively Agreed 08/26/21

Current Rate	Rate Upon Ratification	Anniversary date falling between 10/01/18-09/30/19	Increase on 10/01/2019	Anniversary date falling between 10/01/19-09/30/20	Increase on 10/01/2020	Anniversary date falling between 10/01/20-09/30/21
CAPTAIN						
38.54	39.95	41.83	42.5	44.5	45.21	47.34
39.94	39.95	41.83	42.5	44.5	45.21	47.34
41.39	41.83	43.8	44.5	46.59	47.34	49.57
42.90	43.8	45.86	46.59	48.79	49.57	51.9
44.46	45.86	48.02	48.79	51.08	51.9	54.35
46.06	48.02	50.28	51.08	53.49	54.35	54.35
47.77	50.28	52.65	53.49	53.49	54.35	54.35
Lieutenant						
36.44	37.68	39.22	39.85	41.47	42.13	43.86
37.69	37.68	39.22	39.85	41.47	42.13	43.86
38.86	39.22	40.82	41.47	43.17	43.86	45.65
40.13	40.82	42.49	43.17	44.93	45.65	47.51
41.44	42.49	44.22	44.93	46.76	47.51	49.45
42.79	44.22	46.02	46.76	48.67	49.45	49.45
44.17	46.02	47.9	48.67	48.67	49.45	49.45

The indicated dollar amounts reflect the Lieutenants' nonexempt hourly wage.

Captains and the Assistant Police Chief shall be classified as exempt. The indicated "hourly wage" dollar amount for Captains and the Assistant Police Chief shall be multiplied by 2080, and divided by 26 for purposes of determining Captains' biweekly salary.

SECTION 4. Performance Based Step Increases and Awards:

- A. All step increases are contingent upon performance and are subject to successful completion of the Police Department's performance evaluation. Employees shall not receive automatic step increases. For purposes of this Article, successful completion shall mean an overall rating of "meets standards" on the employee's performance evaluation.
- B. Employees who have been ~~issued two or more sustained allegations of misconduct or been~~ placed on suspension during the immediately preceding twelve (12) month evaluation period shall have any scheduled step increase delayed for six (6) months. This delay will not change the employee's annual evaluation date based on their hire date or applicable promotion date. Should an employee be delayed a step increase for the 6 months as previously specified, they will still receive their next annual review and possible step increase on their anniversary or applicable promotion date (6 months later).

SECTION 5. All members of the BPCSA who are regularly assigned second shift and show a majority of hours occur between 1830 hours and 0630 hours shall be paid an additional fifty cents (\$0.50) per hour, which shall be included in their current hourly rate. For purposes of this section, "regularly assigned second shift" shall include those BPCSA members who are assigned "C" shift or "D" shift. The \$0.50 differential will not apply to employees that are working voluntary overtime on the "C" shift or "D" shift on a temporary basis.

Commented [A15]: Tentatively Agreed 08/19/21

SECTION 6. Effective October 1, 2022, sworn lieutenants/captains/assistant chief who are discretionally assigned by the Chief of Police, or his/her designee, to the following specialty assignment positions listed below shall receive \$50 per month additional pay. Effective October 1, 2023, the amount of pay for the specialty assignment positions will change from \$50 per month to \$100 per month.

SWAT/CNU/Stac Med/Rapid Deployment Force

Detective

Support Division

Criminal Investigations Division

Professional Standards Division

Motor Unit

Drug Recognition Expert

Crash Team

Lead Instructor/Coordinator

Lieutenants/Captains/Assistant Chief may only receive specialty pay once, even if they occupy a position on multiple specialty units.

Commented [A16]: Tentatively Agreed 08/19/21

ARTICLE 16

EDUCATION AND TRAINING

SECTION 1. In addition to the regular monthly salary, employees shall receive educational incentive compensation in the following amounts so long as the higher education hours are reasonably related to their positions or are required to obtain an Associate's or Bachelor's Degree:

A. Upon receipt of an Associate's Degree or completion of 60 accredited higher education credit hours - \$25.00 per month.

B. Upon receipt of a Bachelor's Degree - \$50.00 per month.

- ~~• upon successful completion of 30 accredited college credit hours — \$5.00 per month;~~
- ~~• upon successful completion of 60 accredited college credit hours — an additional \$5.00 per month;~~
- ~~• upon successful completion of 90 accredited college credit hours — an additional \$5.00 per month;~~
- ~~• upon receiving a degree from an accredited college or university — an additional \$5.00 per month;~~

Commented [A17]: Tentatively Agreed 08/19/21

Educational incentive shall be paid prospectively, starting on the first payroll period following submission of documentation sufficient to verify completion of the required credit hours and/or degree.

SECTION 2. The City shall reimburse the Employee fifty percent (50%), not to exceed \$5,250 per fiscal year, of the cost of all fees, tuition, registration, and books, of any college course from an accredited college or university, provided no payment shall be made except when the employee shows proof of obtaining a "B" or better, or equivalent grade for the course. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed.

SECTION 3. Employees must have advance written approval from the Chief and HR Director Manager to receive educational incentive compensation under Section 1 and reimbursement for costs under Section 2. Employees must appeal any denial from the Chief and/or HR Director Manager in writing within thirty (30) days to the City Administrator, who has final authority to approve or deny the appeal. Upon satisfactory completion of the course, employee must submit proof of expenses to the Chief and HR Director Manager along with a copy of the employee's grades and/or transcripts, which shall be filed in the employee's personnel file.

Commented [A18]: Tentatively Agreed 08/19/21

SECTION 4. Should the City require an employee to change their work schedule, except in an emergency situation, which would require the employee to either drop or withdraw from a previously registered course, the City shall reimburse the employee for all incurred expenses; further, Section 2 shall apply when the employee retakes the previously dropped course.

ARTICLE 17

PROVISIONAL APPOINTMENT

SECTION 1. Any provisional appointment made by the Chief, or any designee of the City, shall be governed by the Civil Service guidelines. An employee appointed provisionally to a higher grade shall be paid ~~a 10% increase at the same rate, for the duration of said provisional appointment, - which he/she would receive had the appointment been a permanent appointment from the Civil Service list.~~

Commented [A19]: Tentatively Agreed 08/26/21

SECTION 2. Should any provisional appointee be duly appointed to the same position on a permanent basis through selection from a Civil Service list, then in that event, any and all time served by that employee as a provisional appointee shall be credited toward any probationary time necessitated by the Civil Service guidelines.

ARTICLE 18

FIELD TRAINING COORDINATORS

SECTION 1. Lieutenants appointed by the Chief to be Field Training Coordinator(s) for new recruits shall receive eight (8) hours of straight flex time for each month of training. This amount shall be prorated for partial months.

ARTICLE 19

BALLISTIC VEST REPLACEMENT

SECTION 1. ~~The City shall provide each sworn Officer with eight hundred dollars (\$800.00) to be used towards a new ballistic vest and accessories (if the sworn Officer so desires accessories) at the end of each five (5) years of service. The City shall provide each sworn Officer with a new ballistic vest at the end of each five (5) years of service.~~ The vest shall be either threat level II or threat level IIIa, at the employee's choice. The vest manufacturer, style, and model shall be mutually agreed upon by both the City and the BPCSA. Employees shall wear the ballistic vest in accordance with the policy established by the Chief.

Commented [A20]: Tentatively Agreed 08/19/21

ARTICLE 20

INDEMNIFICATION

This Article adopts and incorporates by reference Nebraska State Statute ~~13-1801 28-447~~, as amended, and, in addition thereto, in the event that, within the course of litigation, settlement discussions are made between the City and the plaintiff or plaintiffs, the City agrees to advise the employees which are party to such action.

Commented [A21]: Tentatively Agreed 08/19/21

ARTICLE 21

FUNERAL LEAVE

SECTION 1. In the event of the death of an employee's father, mother, step-parent, sister, brother, grandmother, grandfather, grandchild, spouse or child related by blood, marriage, or adoption, the employee may, with the approval of the Chief of Police or a designated representative, be permitted to take funeral leave, with pay not to exceed Five (5) ~~consecutive scheduled~~ working days, including the day of the funeral.

Commented [A22]: Tentatively Agreed 08/19/21

SECTION 2. In the event of the death of an employee's spouse's father, mother, sister, brother, grandmother, or grandfather, the employee may, with the approval of the Chief of Police or a designated representative, be permitted to take funeral leave, with pay, not to exceed three (3) ~~consecutive scheduled~~ working days, including the day of the funeral.

Commented [A23]: Tentatively Agreed 08/19/21

SECTION 3. In the event of the death of an employee's or the employee's spouse's aunt, uncle, niece, or nephew, the employee may, with the approval of the Chief of Police or a designated representative, be permitted to take funeral leave, with pay, for the day of the funeral.

SECTION 4. Funeral leave shall be considered as time separate from any annual or sick leave.

SECTION 5. For purposes of this Article only, the term "spouse" will refer to any individuals who are lawfully married under any state law, including married to a person of the same sex who were legally married in a state that recognizes such marriages.

Commented [A24]: Tentatively Agreed 08/19/21

ARTICLE 22

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. All grievances and disputes, excluding disciplinary action (i.e. removal, suspension, demotion, discharge or written reprimands), arising from the application and interpretation of this Agreement ("Grievance") shall be timely handled in the following manner:

Step 1. An employee or the BPCSA through a verified grievance, (hereinafter the "Grievant"), shall present the Grievance in writing to the Chief or a designated representative within ten (10) calendar days after the date on which the employee becomes aware of the Grievance. The Chief or a designated representative shall respond to the Grievance in writing within ten (10) calendar days after the date on which the written Grievance is received. For purposes of this article, "verified" means that the information is confirmed and/or substantiated by the named aggrieved employee(s).

Step 2. If settlement is not reached under Step 1, the Grievance shall be presented by Grievant to the City Administrator or a designated representative

within ten (10) calendar days after the date the response by the Chief or designated representative was received by the Grievant under Step 1. The City Administrator or a designated representative shall respond to the Grievance in writing within ten (10) calendar days after the date on which he/she received the Grievance from the Grievant.

Step 3. If settlement is not reached under Step 2, either party may request arbitration by written notice to the other party within ten (10) days after Grievant's receipt of the response made by the City Administrator or designated representative under Step 2. Within ten (10) days after arbitration has been requested by either party, the parties shall convene for the purpose of attempting to agree on the selection of an arbitrator and, failing agreement, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators. After receipt of the list, parties shall meet within five (5) days and select an arbitrator by each party striking three names alternately. The party requesting arbitration shall have the right to strike the first name and the other party shall strike one (1) name with the same process being repeated until one (1) name remains, who shall be the arbitrator. When an employee elects to process a grievance without BPCSA representation, as is the employee's right, the BPCSA shall have the right, after the arbitrator has been selected, to intervene and become a party to the proceedings. Any adjustment of Grievances between the City and an employee not choosing to be represented or assisted by the BPCSA, must be consistent with the terms of this Agreement.

The authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of provisions of this Agreement.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

All time periods/limitations set forth in this ~~ArticleSection 1, Steps 1, 2, and 3~~ are of the essence and are to be strictly enforced against the party not complying therewith.

Commented [A25]: Tentatively Agreed 08/19/21

SECTION 2. Any time limitation provided herein may be waived or extended by agreement of the parties.

ARTICLE 23

EMPLOYEE RIGHTS

Employee shall be entitled to protection of what shall hereinafter be termed as "Employee Rights" which shall be added to the present Rules and Regulations of the Department.

- A. Employees shall not solicit any formal citizen's complaints about any other Police employee. Solicitation shall not be construed to mean any follow-up to a concern, an inquiry, a formal citizen's complaint, or a known issue that the department has an obligation to follow-up with and/or investigate.
- B. An employee shall not be subjected to offensive language, nor be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the Officer be intimidated in any other manner. No promises or rewards shall be made to the employee as an inducement to answer questions.
- C. Any investigation concerning the conduct of an employee, which conduct is allegedly either off duty or on duty, shall be initiated only with the approval of the Chief or the City Administrator.
- D. An accused employee shall be informed of the nature of the investigation at the time of his/her formal interview by the Chief or his/her designee. The accused employee shall be permitted to have either an attorney or BPCSA Officer, or both, present during the interview. A reasonable amount of time shall be given after the employee is notified of the nature of the investigation to have either an attorney or BPCSA Officer, or both, present; provided, however, any delay that potentially compromises the investigation shall not be considered reasonable. The accused employee shall be given a form or a card listing the "Garrity" warning as follows:

"I wish to inform you that you are being questioned as part of an official investigation of the Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subjected to Departmental charges which could result in your dismissal from the Department. If you do answer, neither your statements or any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent Department charges."
- E. The interview shall be conducted at a reasonable hour, and if conducted during off-duty time the accused employee shall be compensated in accordance with overtime procedures.
- F. The accused employee shall be informed prior to the interview of the name and rank of the person in charge of the interview; the interviewing Officers; and all other persons to be present during the interview. Questions directed to the employee during the interview shall be asked by only one interviewer at one time.

- G. The interview session shall be for a reasonable period, taking into consideration gravity and complexity of the issue being investigated. The accused employee shall be allowed to attend to their own personal physical necessities, with one ten (10) minute intermission every hour.
- H. Unless agreed to by the accused employee, the City shall not divulge the reason for any disciplinary action that is not appealed beyond the Department. The City shall make every reasonable effort to ensure that no employee's home address, home telephone number or photograph is released to the news media or to the public.
- I. The above shall not be construed to restrict management rights to speak with or briefly question employees on verbal or informal complaints or citizens if this questioning may lead to an expedient end of the complaint. Nor shall it restrict internal investigations brought about by shift supervisors. However, should a citizen make a written complaint or should a brief investigation uncover facts that may lead to a formal or major investigation or interview, then the procedure set forth shall be followed.

ARTICLE 24

SENIORITY

SECTION 1. The principle of seniority rights shall be exclusively observed within the Department in laying off, rehiring, and Lieutenants' shift assignments for uniformed patrol.

SECTION 2. Seniority of the employees shall be established as of the date of hire and shall be considered as continuous notwithstanding suspensions for disciplinary purposes, absence on authorized leave without pay, or layoff for thirty (30) days or less duration, when considering laying off or rehiring.

Seniority shall be established within job classification based on continuous date of promotion within that classification, notwithstanding the interruptions provided for in the paragraph above.

SECTION 3. Layoffs shall be on the basis of total job seniority. Recalls from layoff shall be in inverse order of layoff. All other applications of the seniority provisions shall be on the basis of seniority in classification.

SECTION 4. Where two (2) or more employees in the same classification are appointed on the same date, their seniority standing shall be determined by the order of their placement on the civil service commission eligibility list. The City shall post two seniority lists; one with the employees arranged in order of total job seniority and the other comprised of employees by classification. Such lists shall be updated at the end of each year governed by the BPCSA/City bargaining agreement. Should

any errors be noted on such seniority lists, the same shall be corrected between the City and BPCSA; provided, however, employees and the BPCSA have only 30 days from the date of posting such lists to dispute their contents. If no such dispute is lodged with the City, then the dispute is waived and the lists will be conclusively presumed to be accurate.

ARTICLE 25

JOB BIDDING

SECTION 1. All uniform patrol bargaining unit positions will be posted for bid and will be implemented on December 1st and June 1st. In addition, shift bid may be posted up to two (2) additional occasions during the calendar year at the discretion of the Chief and with at least fifteen (15) days advance notice, all uniform patrol bargaining unit positions shall be posted for bid and filled pursuant to Article 26, "Seniority". Such posting shall state the job title, rate of pay and shift.

Any two (2) employees, with the approval of the Chief, may agree to trade positions.

SECTION 2. In the event the Department institutes an eight (8) hour shift or a ten (10) hour shift, then the days of rest shall be considered as part of the shift bidding procedure. The Department shall consider the principle of seniority, as referenced in Article 25, as part of the shift bidding procedure.

ARTICLE 26

JOB-RELATED INJURIES

SECTION 1. An employee who is temporarily disabled - to the extent such employee cannot return to work to perform his/her regular duties and the employee does not qualify for modified duty, to which the employee has submitted documented support thereof obtained in accordance with Workers' Compensation statutes - by a job-related police action, accident, injury, or illness, and receiving Worker's Compensation, shall receive supplemental pay from the City, but only that amount which, when added to the amount paid by Worker's Compensation, shall equal the employee's full gross salary less appropriate deductions for taxes, dues, etc. Such supplemental pay shall begin the date upon which the medical professional validates the injury or illness that prevents the employee from performing his/her regular duties and such supplemental pay shall continue for a period of no more than six (6) months; provided, at the end of such period long-term disability as provided in Article 13 shall commence. Personal sick leave will not be required to be used for any time off due to a professionally validated job-related injury.

~~Employees disabled by job-related accidents, injuries, or illnesses shall receive supplemental pay which, with workman's compensation benefits, shall equal the employees gross salary. Such supplemental pay shall begin any time after the employee has taken six (6) sick leave or annual leave days.~~

Commented [A26]: Tentatively Agreed 08/19/21

ARTICLE 27

AGREEMENT AND SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement is rendered illegal or unenforceable by judicial or legislative means, all other provisions shall remain in full force and effect for the duration of this Agreement.

ARTICLE 28

MILITARY LEAVE

SECTION 1. When called to military duty by the appropriate governmental authority, the following shall apply:

- A. Dependent Health Insurance premium payment procedure as directed by Article 14, INSURANCE, of the agreement, shall remain in place during the employee's activation period.
- B. Employees on approved military leave shall continue to accumulate vacation and sick leave, seniority for retirement, shift bidding, and pay increases.
- C. Employees shall be provided 15 working days of military leave time per calendar year to be used during the military activations or monthly military obligation.
- D. The employee agrees to provide the City with the appropriate military orders of activation to receive these benefits

ARTICLE 29

DISCHARGE AND DISCIPLINE

SECTION 1. The following actions of an employee are good cause for disciplinary action, though discipline may be based upon causes and complaints other than those listed:

- A. Habitual use of alcoholic beverages or prescription medicines to excess, provided the employee has been given an opportunity to seek professional help in dealing with the problem.
- B. Has been adjudged guilty of a felony crime.
- C. Abusive or improper treatment of a person in custody, provided the act committed was not necessarily or lawfully done in self-defense to protect the lives of others, or to prevent the escape of a person lawfully in custody.
- D. Insubordination.
- E. Negligence in the care and handling of City property.
- F. Violation of any lawful and reasonable official regulation made or given by a superior Officer, where such violation or failure to obey amounts to an act of insubordination.
- G. Use or attempted use of political influence or bribery to secure an advantage in an examination, promotion or assignment.
- H. Absence from duty without leave contrary to the provisions in this Agreement, or failure to report after leave of absence has expired, or after such leave of absence has been disapproved, removed or canceled by the proper authority.
- I. Illegal use of controlled substances or use of controlled substances without a prescription.
- J. Violations of the provisions of this Section shall be addressed by counseling, written reprimand, suspension, demotion, and/or discharge.

SECTION 2. DISCIPLINARY ACTIONS - SUSPENSIONS: An employee may be suspended without pay for cause for a period or periods not exceeding ~~ninty-six hours (96) thirty (30) working days~~ in any twelve (12) consecutive months, however, no single suspension shall be for more than ~~forty-eight (48) hours fifteen (15) working days~~. A written notice for such suspension shall be transmitted to the employee with a copy transmitted to the Human Resources Department. Such notice shall include the reasons for and the duration of the suspension.

SECTION 3. DISCIPLINARY ACTIONS - DEMOTION: An employee may be demoted for cause. A written statement of the reasons for any such action shall be transmitted to the employee with a copy transmitted to the Human Resources Department.

SECTION 4. DISCIPLINARY ACTIONS - DISCHARGE: An employee may be discharged for cause. Prior to the discharge becoming effective, a written statement containing the reasons for the discharge shall be transmitted to the employee and to the Human Resources Department.

SECTION 5. PRE-DISCHARGE PROCEDURE: In any case where the Chief is recommending discharge of an employee, the employee, prior to the effective date of discharge, must be informed in writing of the nature of the offense, the specific reasons for the recommendations of discharge and be given an opportunity to provide the City Administrator with any mitigating circumstances or exculpatory information. The City Administrator or a designee shall meet with the employee and the BPCSA Representative, if requested, and inform the employee in writing of the allegations and receive any information or explanation the employee wishes to supply prior to a decision for discharge.

SECTION 6. The City shall begin investigation of any cause that might lead to disciplinary action upon notification of such cause. Disciplinary action shall be taken within forty five (45) days of such notification. This forty five (45) day period may be extended if the City finds it necessary to interview any person that is not a member of the Department, or if a Department member is not available due to leave, sickness, or training. If the Department finds it necessary to extend the investigation beyond the forty five (45) day period, the employee under investigation will be notified in writing of the extension. The Association President will also be notified in writing if the extension involves circumstances beyond the control of the Department.

This Section shall not apply if the employee is involved in any criminal investigation that may lead to charges being filed against that employee

SECTION 7. For purposes of this Section, the following definitions shall apply:

- A. "Personnel File" shall mean an employee's file located in the City Human Resources Department.
- B. "Department Personnel File" shall mean an employee's file located in the office of the Chief.
- C. "Disciplinary Action" shall mean written reprimand issued in accordance with Section 1 of this Article. The following shall not apply to those records regarding disciplinary actions and/or investigations regarding officer conduct as outlined in LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425. An employee who has received Disciplinary Action may submit a written request to the Chief to have the Disciplinary Action removed from the

employee's Personnel File. The Chief shall remove the Disciplinary Action from Personnel File provided that the employee has not received additional Disciplinary Action within twelve (12) calendar months from the date of the previous Disciplinary Action that is the subject of the written removal request. An employee is not eligible to have Disciplinary Action removed from the Employee's Personnel File until twelve (12) months from the date of the most recent Disciplinary Action has expired.

In the event an employee requests that Disciplinary Action be removed from the employee's Personnel File and such request is granted, all commendations received by the employee during the same period of time as the removed Disciplinary Action will also be removed from the Personnel File. Any removed disciplinary action will be retained in the employee's Department File for use of impeachment purposes, if applicable and in compliance with LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425.

The provisions of this Section shall not apply to the employee's Department File.

- In the event an employee is charged with the negligent loss or damage of City property, a thorough investigation shall follow with the employee's right to appeal intact. The employee shall be afforded his/her rights under Article 25, "Employee's Rights", of this agreement.

SECTION 8. This contract shall follow state and federal laws as they are adopted, including but not limited to LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425, enacted in the 2018 Nebraska Legislative Session. Nothing in this contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws.

ARTICLE 30

EMPLOYEE FIREARMS

SECTION 1. Employees may carry, as their regular duty weapons, a 9MM, 40 or 45 caliber semi-automatic pistol. Such pistol shall be a Smith & Wesson, Colt, Glock, Sig Sauer, I-I&K Firearm, Beretta or other brand or caliber approved in writing by the Chief.

If a newly hired employee is to be sent to the Academy for certification and does not already own a Department-approved firearm, the Chief, or his designated representative, shall have the right to determine the weapon. This does not preclude the employee from purchasing a different approved weapon upon successful completion of training

SECTION 2. Employees may utilize a Ruger Mini 14, Olympic or Colt AR 15, or any other brand approved in writing by the Chief. The weapon shall be of .223 caliber and placed in the shotgun rack within the passenger compartment of all marked cruisers, and in the trunk of all unmarked units. This weapon will be in addition to or an alternative for the Police shotgun issued to all Police units marked or unmarked.

~~The cost of such weapon shall be the sole responsibility of the individual employee. The purchase of such weapon shall be voluntary at the employee's sole discretion. The purchase of this weapon must have prior written approval of the Chief.~~

Commented [A27]: Tentatively Agreed 08/19/21

SECTION 3. Such weapons shall not exceed thirty (30) rounds capacity and shall be fully loaded.

ARTICLE 31

POLICE RETIREMENT

~~SECTION 1. Those employees employed prior to January 1, 1984 are permitted to choose to retire under the guideline established in Nebraska State Statute, as outlined, or this Article.~~

Commented [A28]: Tentatively Agreed 08/19/21

SECTION 12. All employees hired prior to May 1, 2011 shall be granted retirement benefits under the following schedule:

55% at 55 years of age

When an employee reaches the required age with 25 years of service, the employee shall be entitled to receive the indicated percentage of his/her regular pay. The percentage shall be determined by averaging the last five (5) consecutive years preceding retirement. The employee shall be entitled to the total sum of his retirement account or the corresponding percentage whichever is the greater, based upon the actuarial formula of 7% and the ~~1994 GAM-most current GAM Table, as approved in the most current retirement plan document,~~ for males and females.

Commented [A29]: Tentatively Agreed 08/19/21

SECTION 23. The following payment option is established to receive compensation for the retirement benefit:

Payment Option	Description
----------------	-------------

Single Lump Sum	Employee receives a one-time payment to use or invest for his retirement
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SECTION 34. The City and the employee agree that each shall contribute the amount required by law to the employee's applicable defined contribution retirement benefit. The employee's contributions shall be automatically deducted.

SECTION 45. An employee is vested in the City's contributions as follows:

Credited Years of Vesting Service	Vested Percentage
Less than 4 years	0%
4 years but less than 5	40%
5 years but less than 6	50%
6 years but less than 7	60%
7 years but less than 8	70%
8 years but less than 9	80%
9 years but less than 10	90%
10 or more years	100%

An employee is 100% vested upon attaining age 60 or in the event of his/her death or the termination of the Plan.

SECTION 56. Investment of all contributions shall be directed by the Retirement Committee.

SECTION 67. Deferred Retirement Option Plan (DROP)

This option allows an employee who has reached the minimum number of service years for retirement, but has not achieved the minimum age requirement, to terminate their employment with the Police Department and defer their retirement until they have reached at least the minimum age. Once the employee terminates service with the Police Department, neither the City or employee has further responsibility for adding funds to the employee's account. The account will remain within the retirement plan and when the employee reaches the minimum age, Sections 2 & 3 of this Article will then apply, based on the employee's average salary over the five (5) previous years before terminating his/her employment,

Under this plan, should an employee decide to close his/her fund account and remove the funds prior to reaching the minimum age requirement, then Sections 2 & 3 of this Article will not apply.

If an employee chooses to use the DROP, he/she will not be entitled to the health insurance benefit until such time as he/she reaches the minimum age as outlined under the retirement plan and accepts a retirement benefit.

In case of the death of the employee while enrolled in the DROP, his/her surviving spouse or heir will receive a lump sum distribution on the date the employee would have begun receiving his/her benefit. The lump sum will be calculated in the same manner as if the employee had lived.

ARTICLE 32

DURATION AND ACCEPTANCE

SECTION 1. This Agreement shall be in full force and effect upon the ratification by the Bellevue Police Command Staff Association and the City Council of the City of Bellevue, Nebraska, up to and including September 30, 2021.

SECTION 2. This Agreement, together with all terms, conditions, and effects thereof, shall remain in effect after the expiration date until a new contract is agreed upon.

ARTICLE 33

MANAGEMENT RIGHTS

SECTION 1. Except where limited by express provisions elsewhere in this Agreement, the City retains the sole and exclusive right to exercise all management rights or functions. The exercise of management rights by the City is not subject to prior notice, discussion or negotiation with the BPCSA. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and the authority of the City as granted to it under Nebraska law and City ordinances. These rights, power, and authority include, but are not limited to the following:

1. To determine, effect, and implement the objectives and goals of the City.
2. To manage and supervise all operations and functions of the City.
3. To establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours, including the determination of the number of actual hours to be worked in any day, week, or shift.
4. To schedule employees for work in any given work week on days which are not consecutive.

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5. To determine the number of employees necessary to perform City services and employees necessary to operate any department, classification, or division.
6. To determine the organization of the Department.
7. To select who will be hired or not hired.
8. To determine the knowledge, skill, qualifications and other abilities necessary for employees.
9. To establish and revise safety standards.
10. To decide where or when training on a particular operation or job is required, how much training is required, and the right to move, retrain and transfer employees.
11. To establish or modify job duties and classifications; provided however, the City agrees to negotiate the pay rate for new job classifications within the BPCSA, and to recognize that newly created positions are governed by this Agreement if they share a community of interest with the BPCSA.
12. To establish, modify, change and discontinue performance standards, including quality standards.
13. To examine, classify, promote transfer, assign, and retain employees; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds.
14. To determine, establish, set and implement policies for the selection, training, and promotion of employees, consistent with the Civil Service Act.
15. To create, establish, change, modify, subcontract, merge, sell and discontinue any City function, operation, and department.
16. To establish, implement, modify, and change financial policies, accounting procedures, price of services, public relations and procedures

Commented [A31]: Tentatively Agreed 08/19/21

and policies for the safety, health, and protection of City property and personnel.

17. To adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provisions of the Agreement, including policies governing attendance, substance abuse, drug or alcohol testing, and to establish the disciplinary consequences of violations.
18. To establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.
19. To determine the size and character of inventories and their disposal.
20. To determine and enforce quality and quantity standards.
21. To engage consultants for any function or operation of the City.
22. To sell, transfer, lease, rent or otherwise dispose of City equipment, inventories, tools, machinery, or any other type of property or service.
23. To establish, adopt, modify, change, and discontinue any type of processes, production, maintenance, service, or facilities.
24. To control the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the City.
25. To determine which services are to be rendered, supplied, or discontinued.
26. To establish, implement, change, modify, adjust, and discontinue any process, technique, method, or service, and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.
27. To determine the location, establishment, and organization of the Department, ~~divisions, subdivisions, or facilities thereof, and to relocate departments, divisions, subdivisions, locations, and to close and discontinue same and to relocate same.~~

Commented [A32]: Tentatively Agreed 08/19/21

28. To classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments, consistent with the Civil Service Act.

28-29. To provide for temporary changes in work assignments, requirements, and restrictions in Emergency Circumstances.

Commented [A33]: Tentatively Agreed 08/19/21

SECTION 2. The listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the City's business and the direction of the work force, which the City has not specifically abridged, delegated, or modified by this Agreement, whether or not the City had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the City.

SECTION 3. The City's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the City right to exercise such power, function, authority, or right in a different manner, or preclude the City from exercising such power, function, authority or right in the future.

SECTION 4. In the event of any ambiguity between this Article and another Article of this Agreement, the terms of this Article will control. The City's exercise of its management rights will not be subject to the grievance and arbitration provisions of this Agreement.

SECTION 5. This contract shall follow state and federal laws as they are adopted, including but not limited to LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425, enacted in the 2018 Nebraska Legislative Session. Nothing in this contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws. Nebraska and federal laws will prevail over any contrary provision in the contract.

ARTICLE 34

TAKE HOME CARS

SECTION 1. Take Home Cars shall be assigned in the Chief's discretion. The primary criteria to be used by the Chief when assigning take home cars is the performance of job duties during the employee's off duty hours.

IN WITNESS THEREOF, THE PARTIES HERETO have executed this Agreement on the ____ day of _____, 2021+8.

CITY OF BELLEVUE

BELLEVUE POLICE COMMAND STAFF
ASSOCIATION/POA LODGE 59

MAYOR



PRESIDENT

Approved by the Bellevue City Council on this ____ day of _____, 2021+8.

ATTEST

CITY CLERK

APPENDIX I

AUTHORIZATION FOR PAYROLL DEDUCTION

BY:

(Print last name, first name, middle name)

Classification: _____

Social Security
Number: _____

TO THE CITY OF BELLEVUE

Effective the ___ day of _____ 20____ hereby request and authorize you to deduct from my earning on the first payroll period of each month, a sufficient amount to provide for the regular payment of the rate of month BPCSA dues as certified by the BPCSA. The amount deducted shall be paid to the Bellevue Police Command Staff Association bank account. The authorization shall remain effective unless determined by me by written notice to the City.

Signature: _____

Address: _____

City: _____

State: _____

Date: _____

APPENDIX II

INSURANCE POLICY

The Group Medical Insurance Plan, as written for employees, is incorporated by reference into this Agreement. The Group Dental Plan, as written for employees of the City, is incorporated by this reference into this Agreement. The Life Insurance Plan, as written for employees of the City, is incorporated by this reference into this Agreement. The Long Term Disability Insurance Plan, is incorporated by this reference into this Agreement.

APPENDIX III
WORK SCHEDULE FOR
12 HOUR DUTY SHIFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 WORK	2 OFF	3 OFF
4 OFF	WORK	6 WORK	7 OFF	8 OFF	9 WORK	10 WORK
11 WORK	12 OFF	13 OFF	14 WORK	15 WORK	16 OFF	17 OFF
18 OFF	19 WORK	20 WORK	21 OFF	22 OFF	23 WORK	24 WORK
25 WORK	26 OFF	27 OFF	28 WORK	29 WORK	30 OFF	31 OFF

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16l.
09/07/2021

COUNCIL MEETING DATE: 09/07/2021		SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of three year bargaining agreement with the Bellevue Police Officer Association (BPOA)

SYNOPSIS/BACKGROUND:

The current bargaining agreement with the BPOA expires on September 30, 2021. Negotiations were held to achieve a new agreement for the period of October 1, 2021 through September 30, 2024. The draft redlined agreement showing changes made is attached for review and approval of the same.

FISCAL IMPACT: BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: BPOA INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: CBA between the City and BPOA

CONTRACT EFFECTIVE DATE: 10/01/2021 CONTRACT TERM: 3 years CONTRACT END DATE: 09/30/2024

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve collective bargaining agreement with the Bellevue Police Officer Association for the term October 1, 2021 through September 30, 2024.

ATTACHMENTS:

- BPOA Redlined Proposed Agreement
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. [Signature]
[Signature]
[Signature]

AGREEMENT BETWEEN

THE CITY OF BELLEVUE, NEBRASKA

AND

THE BELLEVUE POLICE OFFICERS ASSOCIATION

FRATERNAL ORDER OF POLICE LODGE 59

October 1, 202119 – September 30, 202421

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – DEFINITIONS	2
ARTICLE 2 – BPOA RECOGNITION	3
ARTICLE 3 – MANAGEMENT RIGHTS	4
ARTICLE 4 – CHECK OFF	7
ARTICLE 5 – BULLETIN BOARDS AND MESSAGE BOXES	8
ARTICLE 6 – BPOA BUSINESS	9
ARTICLE 7 – HOURS OF WORK AND DUTY SHIFTS	10
ARTICLE 8 – ATTENDANCE IN COURT, CONFERENCES & OTHER MEETINGS	12
ARTICLE 9 – OVERTIME AND CALL BACK PAY	13
ARTICLE 10 – HOLIDAYS	15
ARTICLE 11 – VACATION	17
ARTICLE 12 – SICK LEAVE	19
ARTICLE 13 – UNIFORMS AND EQUIPMENT	21
ARTICLE 14 – LONGEVITY	24
ARTICLE 15 – INSURANCE	25
ARTICLE 16 – STRIKES AND LOCKOUTS	27
ARTICLE 17 – WAGES	28
ARTICLE 18 – EDUCATIONAL INCENTIVE	30
ARTICLE 19 – PROVISIONAL APPOINTMENT	31
ARTICLE 20 – FIELD TRAINING OFFICERS	32
ARTICLE 21 – BALLISTIC VEST REPLACEMENT	33
ARTICLE 22 – INDEMNIFICATION	34
ARTICLE 23 – FUNERAL LEAVE	35

ARTICLE 24 – GRIEVANCE AND ARBITRATION PROCEDURE	36
ARTICLE 25 – EMPLOYEE RIGHTS	38
ARTICLE 26 – SENIORITY	41
ARTICLE 27 – JOB BIDDING	42
ARTICLE 28 – JOB-RELATED INJURIES	43
ARTICLE 29 – AGREEMENT AND SAVINGS CLAUSE	44
ARTICLE 30 – SAFETY AND TRAINING COMMITTEE	45
ARTICLE 31 – MILITARY LEAVE	46
ARTICLE 32 – DISCHARGE AND DISCIPLINE	47
ARTICLE 33 – EMPLOYEE FIREARMS	50
ARTICLE 34 – POLICE OFFICER TRAINEE	51
ARTICLE 35 – POLICE RETIREMENT	52
ARTICLE 36 – TAKE HOME CAR	53
ARTICLE 37 – TEMPORARY MODIFIED DUTY POLICY	54
ARTICLE 38 – DURATION, ACCEPTANCE AND REOPENING	55
APPENDIX I – AUTHORIZATION FOR PAYROLL DEDUCTION	56
APPENDIX II – SALARY <u>WAGE</u> SCHEDULES	57
APPENDIX III – WORK SCHEDULE FOR 12-HOUR DUTY SHIFT	59
APPENDIX IV – SETTLEMENT AGREEMENT	60
APPENDIX V – TEMPORARY MODIFIED DUTY POLICY	61

PREAMBLE

This Agreement, between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and the Bellevue Police Officers Association/FOP Lodge 59, hereinafter referred to as the "BPOA," is entered into to promote and strive to maintain a working agreement between the City and the BPOA.

ARTICLE 1
DEFINITIONS

For the purpose of this Agreement, the following words, terms, and phrases shall be construed in accordance with the definitions hereinafter assigned to them unless the context in which the same shall be used would otherwise require a different definition,

- A. "BPOA" shall mean the Bellevue Police Officers Association/FOP Lodge 59.
- B. "BPOA Officers" shall mean the President, Vice President, and Secretary of the BPOA.
- C. "BPOA Officials" shall mean BPOA Officers and Association Board of Directors
- D. "Chief" shall mean the duly authorized and designated Chief or acting Chief of the Department.
- E. "City" shall mean the City of Bellevue, Nebraska.
- F. "City Administrator" shall mean the duly appointed City Administrator of the City of Bellevue.
- G. "Civil Service Commission" shall mean a civil service commission created pursuant to the Nebraska Civil Service Act.
- H. "Department" shall mean the Police Department of the City of Bellevue, Nebraska and its authorized representatives.
- I. "Employee(s)" shall mean full-time employees of the Police Department of the City of Bellevue, Nebraska, including and limited to the Police Officers and Police Sergeants (excluding the Employee assigned as the Professional Standards Officer and Administrative Services Officer).
- J. "Mayor" shall mean the duly-elected or acting Mayor of the City of Bellevue.
- K. "Personnel Rules and Regulations" shall mean the City of Bellevue Employee Handbook and the Police Department Rules & Regulations.
- L. "Contract Years" shall mean the time period commencing on October 1, 20~~21~~¹⁹ and ending on September 30, 20~~24~~²¹.
- M. "Emergency Circumstance" shall be defined as any natural or manmade disaster, pandemic, or state of emergency, affecting the City of Bellevue.

ARTICLE 2

BPOA RECOGNITION

The City recognizes the BPOA as the sole and exclusive collective bargaining representative of the Employees. The recognition is granted pursuant to Nebraska Revised Statute 48-801 et seq.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 1.

Except where limited by express provisions elsewhere in this Agreement, the City retains the sole and exclusive right to exercise all management rights or functions. The exercise of management rights by the City is not subject to prior notice, discussion or negotiation with the Union. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and the authority of the City as granted to it under Nebraska law and City ordinances. These rights, power, and authority include, but are not limited to the following:

1. To determine, effect, and implement the objectives and goals of the City.
2. To manage and supervise all operations and functions of the City.
3. To establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours, including the determination of the number of actual hours to be worked in any day, week or shift.
4. To schedule employees for work in any given work week on days which are not consecutive.
5. To determine the number of employees necessary to operate any department, classification, or division.
6. To determine the management organization for each department.
7. To select who will be hired or not hired.
8. To determine the knowledge, skill, qualifications and other abilities necessary for employees.
9. To establish and revise safety standards.
10. To decide where or when training on a particular operation or job is required, how much training is required, and the right to move, retrain and transfer employees.
11. To establish or modify job duties and classifications.
12. To establish, modify, change and discontinue performance standards, including quality standards.
13. To examine, classify, promote transfer, assign, and retain employees; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds.
14. To determine, establish, set and implement policies for the selection, training, and promotion of employees.
15. To create, establish, change, modify, subcontract, merge, sell and discontinue any City function, operation, and department.
16. To establish, implement, modify, and change financial policies, accounting procedures, price of services, public relations and procedures and policies for the safety, health, and protection of City property and personnel.

17. To adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provisions of the Agreement, including policies governing attendance, substance abuse, drug or alcohol testing, and to establish the disciplinary consequences of violations.
18. To establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.
19. To determine the size and character of inventories and their disposal.
20. To determine and enforce employee's quality and quantity standards.
21. To engage consultants for any function or operation of the City.
22. To sell, transfer, lease, rent or otherwise dispose of City equipment, inventories, tools, machinery, or any other type of property or service.
23. To establish, adopt, modify, change, and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
24. To control and the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the City.
25. To determine which services are to be rendered, supplied, or discontinued.
26. To establish, implement, change, modify, adjust, and discontinue any process, technique, method, or service, and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.
27. To determine the location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and to relocate departments, divisions, subdivisions, locations, and to close and discontinue same.
28. To classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.

~~28-29.~~ To provide for temporary changes in work assignments, requirements, and restrictions in Emergency Circumstances.

SECTION 2. The listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the City's business and the direction of the work force, which the City has not specifically abridged, delegated, or modified by this Agreement, whether or not the City had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the City.

SECTION 3. The City's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the City right to exercise such power, function, authority, or right in a different manner, or preclude the City from exercising such power, function, authority or right in the future.

SECTION 4. In the event of any ambiguity between this Article and another Article of this Agreement, the terms of this Article will control. The City's exercise of its management rights will not be subject to the grievance and arbitration provisions of this Agreement.

SECTION 5. This contract shall follow state and federal laws as they are adopted, including but not limited to LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425, enacted in the 2018 Nebraska Legislative Session. Nothing in this contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws. Nebraska and federal laws will prevail over any contrary provision in the contract.

ARTICLE 4

CHECK OFF

- SECTION 1 The City shall deduct regular monthly BPOA dues from the pay of each Employee, provided that at the time of such deduction the City has a current written assignment, executed by the Employee, in the form of the authorization form set out in Appendix I. Such authorization may be revoked by the Employee at any time by giving written notice thereof to the City Human Resources ~~Department~~Division of the Administrative Services Department.
- SECTION 2 Previously-signed Employee authorizations shall continue to be effective as to Employees reinstated following layoff, leave of absence or suspension not exceeding 60 days; in the event 60 days is exceeded, then previous authorizations shall not be considered to be effective and a new one must be signed.
- SECTION 3 Such authorized deductions will be made, each pay period of each calendar month and will within ten (10) days be remitted by the City to the BPOA bank account. The City will notify the BPOA Treasurer of the amount of each deposit.
- SECTION 4 At the time of execution of the Agreement, the BPOA shall advise the City in writing of the exact amount of regular monthly BPOA dues. If, subsequently, the BPOA requests the City to deduct additional monthly BPOA dues, such requests shall be effective only upon written assurance by the BPOA to the City that amounts are regular monthly BPOA dues, duly approved in accordance with the BPOA's constitution and bylaws.
- SECTION 5 The City agrees to provide this service without charge to the BPOA.
- SECTION 6 The City shall not be liable for any mistakes. The City and the BPOA shall work together to correct mistakes. Amounts deducted by mistake will be corrected the next deduction period.

ARTICLE 5

BULLETIN BOARDS AND MESSAGE BOXES

- SECTION 1 The BPOA shall use one bulletin board, designated by the Chief, at each assembly area for posting of BPOA meetings, elections, report of committees, and any other notices or announcements that would be of benefit or interest to the Employees.
- SECTION 2 Posted notices shall not contain anything political, discriminatory, or anything reflecting adversely upon the City or its Employees.
- SECTION 3 The City will permit the distribution in each Employee's designated message box, of reports of BPOA committees and other notices or announcements of interest to the Employees.
- SECTION 4 The BPOA shall be entitled to use the Department's mailing address and non-emergency telephone number in the conduct of BPOA business with appropriate compensation to the City for long distance phone calls.

ARTICLE 6

BPOA BUSINESS

- SECTION 1 The City agrees to place members of the BPOA team, not exceeding three (3) in number, on special duty while collective bargaining meetings are being conducted. Team members shall not be required to report for his/her respective duty shift on the same day on which the meeting is held, provided that the meeting lasts for more than four (4) hours, including preparation time needed.
- SECTION 2 BPOA Officers and/or officials, not exceeding two (2) in number, shall be granted leave from duty without pay for the purpose of attending BPOA business meetings, conventions, education conferences or conducting other BPOA business. Such leave shall be subject to approval by the Chief of a written request by the BPOA no less than one week in advance of the requested leave date.
- SECTION 3 BPOA Officers and/or officials may utilize up to a total bank of one hundred and fifty (150) hours of documented paid leave time for conducting BPOA business per calendar year. The 150 hours expires on October 1st of each year of this agreement and hours may not be carried over into the next year. The paid leave time entitlement in this section is separate and distinct from the entitlement provided for in Section 1 above. For purposes of this section, "BPOA business" shall be defined as any time an Officer and/or Official performs duties for and/or on behalf of the union (e.g. acts as a representative for the union or represents a member of the union in meetings, depositions, grievance hearings, arbitration and/or Loudermill hearings, attending BPOA business meetings or conferences/conventions, preparing BPOA business materials, etc.) All paid leave time must be documented in the City's timekeeping system.
- SECTION 4 The BPOA shall notify the City Administrator in writing of the names of BPOA Officers and officials within seven (7) calendar days after each BPOA election, resignation, removal or appointment of BPOA Officers and/or officials.

ARTICLE 7

HOURS OF WORK AND DUTY SHIFTS

SECTION 1

When assigned to an eight (8) hour work shift, eight (8) full hours shall constitute one (1) work day and five (5) consecutive work days shall constitute one (1) work week.

When assigned to a ten (10) hour work shift, ten (10) full hours shall constitute one (1) work day and four (4) consecutive work days shall constitute one (1) work week.

When assigned to a twelve (12) hour work shift, twelve (12) full hours shall constitute one (1) work day and eighty (80) hours shall constitute two (2) work weeks.

See Appendix III for Work Schedule.

SECTION 2

The City shall make a reasonable effort to permit an Employee a one (1) hour meal period for each eight (8) hour work shift, a one (1) hour meal period for each ten (10) hour work shift, and a one (1) hour meal period for each twelve (12) hour work shift.

The City shall make a reasonable effort to permit Employees two (2) fifteen (15) minute breaks per eight (8) hour work shift, two (2) seventeen and one-half (17 ½) minute breaks per ten (10) hour work shift, and two (2) thirty (30) minute breaks per twelve (12) hour work shift.

The Department retains the right to direct Employees during meal and break periods.

The meal period and break periods are paid as hours worked and no additional hours worked shall accrue, if an Employee is required to return to duty during a meal or break period.

ARTICLE 7

(continued)

SECTION 3

Flex time shall be defined as one for one compensation. Flex time shall only be used for the following reasons:

- a. To compensate an employee for non-mandatory training and travel time that does not occur on the Employee's regular work days.
- b. To compensate an employee who is asked and agrees to work a non-mandatory training assignment, where the employee is the instructor.

The Employee may agree to flex time that falls outside the normal parameters of the overtime article with the approval of the shift commander. Example: An Employee works two (2) hours for a court appearance at 1300 hours, and wishes to flex the two (2) hours at the beginning of his/her shift that starts at 1900 hours.

All flex time must be used in the same cycle as it is earned or as approved by the Chief of Police.

ARTICLE 8

ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS

SECTION 1 Any off-duty Employee required to attend, in any official capacity directly related to his/her official duties, (e.g. a case pending in the municipal court, juvenile court, county court, district court, grand jury proceedings, conferences with the City or County, State or Federal Government, or any of the subdivisions or agencies thereof) shall be entitled to a minimum of two (2) hours Overtime Pay for each appearance.

SECTION 2 If an Employee is testifying in other litigation to which the Employee is a party, the Employee shall not be granted leave as described in Section 1 above, but may use vacation leave or compensatory time or may be granted leave without pay for the length of such service.

SECTION 3 An Employee subpoenaed for any event shall present to his/her supervisor the original subpoena within two (2) days after Employee receives same.

SECTION 4: If an employee's scheduled court appearance that falls on the employee's off duty hours is cancelled after 5:00pm on the business day prior to the scheduled court appearance the employee shall be paid 2 hours O.T. of overtime pay.

ARTICLE 9

OVERTIME AND CALL BACK PAY

SECTION 1

Overtime pay: 8 Hour Shift - Work performed by Employees in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the number of hours worked in excess of eight (8) hours per day or forty (40) hours per week. For the purpose of this Agreement, this Article shall be construed and interpreted as requiring payment of overtime hours worked in excess of eight (8) hours per day or forty (40) hours per week for all Employees. Holidays (not worked) and paid leave time shall not be considered hours worked for the purpose of computing Overtime Pay.

Overtime Pay: 10 Hour Shift - Work performed by Employees in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the number of hours worked in excess of ten (10) hours per day or forty (40) hours per week. For the purpose of this Agreement, this Article shall be construed and interpreted as requiring payment of overtime hours worked in excess of ten (10) hours per day or forty (40) hours per week for all employees. Holidays (not worked) and paid leave shall not be considered hours worked for the purpose of computing Overtime Pay.

Overtime Pay: 12 Hour Shift - Work performed by Employees in excess of twelve (12) hours per day or eighty (80) hours per two (2) week work cycle shall be paid at the rate of one and one-half (1½) times the number of hours worked in excess of twelve (12) hours per day or eighty (80) hours per two (2) week work cycle. For the purpose of this Agreement, this Article shall be construed and interpreted as requiring payment of overtime hours worked in excess of twelve (12) hours per day or eighty (80) hours per two (2) week work cycle for all affected employees. Holidays (not worked) and paid leave shall not be considered hours worked for the purpose of computing Overtime Pay.

SECTION 2

If an Employee is called to duty during the Employee's off duty time and such time does not coincide with the Employee's scheduled tour of duty, such Employee shall be paid for the off hours worked at the rate of time and one-half (1½) times the Employee's regular rate of pay for each hour of off duty time worked. The Employee shall be paid for a minimum of two (2) hours for any overtime callback.

ARTICLE 9

(continued)

SECTION 3 Employees required to be on call or standby duty shall receive the following pay:

Eight (8) Hour Shifts - One (1) hour of regular pay for every eight (8) hours or portion of eight (8) hours said Employee is on standby duty.

Ten (10) Hour Shifts - One and one-quarter (1¼) hours regular pay for every ten (10) hours or portion of ten (10) hours said Employee is on standby.

Twelve (12) Hour Shifts - One and one-half (1½) hours regular pay for every twelve (12) hours or portion of twelve (12) hours said Employee is on standby.

SECTION 4 Employees shall have the option of receiving Overtime compensation either as compensatory time or in cash; provided compensatory time earned shall not exceed 160 hours and additional Overtime shall be compensated in cash at the next regular payroll. Accumulated compensatory time shall be used within each contract year wherein it was earned, and cannot be carried forward to the next contract year. Any accumulated compensatory time not used within the contract year (by September 30th) shall be paid to the Employee in cash on the second payroll of October, at the first regular payroll period in the next scheduled contract year.

ARTICLE 10

HOLIDAYS

SECTION 1 The following, together with any other days that may be so designated by the City, shall be paid holidays for Employees ("Holiday"):

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day After Thanksgiving Day
10. Christmas Day
11. One (1) Floating Holiday
12. Employee's Birthday (per respective Employee)

SECTION 2 The Holiday shall be observed on the same day the City observes it. An Employee's birthday shall be observed on a day chosen by the employee during the employee's birthday month.

SECTION 3 An Employee required to work on a Holiday shall be compensated at the Overtime rate for the actual number of hours worked, in addition to his/her regular pay.

Except for the Employee's birthday, the Employee will have the choice to convert Holiday pay to Holiday compensatory time to be computed at Overtime rate. Such Holiday compensatory time shall be treated the same as vacation time off.

SECTION 4 Employees who work the official Holiday, and also the City-recognized Holiday, will receive Holiday benefits only for the day that the City observes the Holiday. If the Employee works the official holiday, but not the City-recognized holiday, then the employee will receive holiday benefits on the day worked.

SECTION 5 The Floating Holiday may be any full day chosen by an employee to engage in personal business activity, to observe a day of special significance, or to extend vacation or sick leave by one day.

SECTION 6 Whenever a holiday occurs during an employee's regularly scheduled day off, such employee shall be compensated by the number of hours related to his/her respective hourly shift (8, 10, 12) at his/her regular rate of pay.

SECTION 7 Hours worked, in addition to the employee's regular holiday shift, shall be paid at a rate of two and one-half (2½) times the employee's regular rate of pay.

SECTION 8 A holiday, for time worked, shall be comprised of one twenty-four (24) hour period commencing at 12:00 A.M. midnight and ending the following 12:00 A.M. midnight.

ARTICLE 11

VACATION

SECTION 1 The City shall compensate full-time employees with paid vacation as set forth in this Article. Vacation shall be computed monthly beginning from the first day following the calendar month of full-time employment with the Police Department for use by the employee as it is earned for each employee as follows:

<u>Years of Department Employment</u>	<u>Monthly Hours of Vacation</u>
Beginning of 1 year Department employment	8 hours
Beginning of 5 years Department of employment	11 hours
Beginning of 10 years Department of employment	14.33 hours
Beginning of 15 years Department of employment	16 hours
Beginning of 20 years Department of employment	17.66 hours
Beginning 25 years; Department of employment	21 hours

SECTION 2 Settlement of Accrued Vacation: Upon separation of service with the City, the employee or the employee's beneficiary or estate shall be promptly paid all accumulated vacation computed on the basis of the employee's regular pay as of the employee's last day of employment.

SECTION 3 Employees assigned to the road patrol may be absent from duty due to vacation, compensatory time off, sick leave, worker compensation, or any other situation requiring a unit, team or section employee to be absent from his or her regular scheduled duty assignment so long as the minimum staffing levels are met. For purposes of this article, "minimum staffing" is defined as 8 officers/sergeants. Such requests shall be submitted to the unit, team or section supervisor for approval. Employees shall submit a request for vacation time off to their immediate supervisor up to 12 months in advance of the requested time off. Vacation time off shall not be based upon seniority. In the event vacation leave is denied after an employee requests the leave at least 15 days in advance, no more than two employees per workgroup (A-D) per payroll period shall

have the right to receive the cash value of the requested leave, payable in the pay period in which the vacation time was requested. If an employee is serving an unpaid suspension, they will not be eligible for the vacation payout provision during the payroll period of which the suspension date(s) fall.

SECTION 4 On September 30th of each year, Employees whose vacation leave balance equals or exceeds ~~200.460~~ hours will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below ~~200.460~~ hours.

SECTION 5 Employees shall be permitted to request a cash in of vacation twice per fiscal year. At the time of cash in, the employee's vacation balance remaining after the cash in must be 40 hours or more. up to forty (40) hours of vacation time one time annually (within October 1st - September 30th).

ARTICLE 12

SICK LEAVE

SECTION 1

"SICK LEAVE WITH PAY":

A. Employees Hired Before October 1, 2012. Sick leave with pay shall be earned and accrued at the rate of twelve (12) hours for each full month of Department employment. An unlimited number of hours of sick leave may be accumulated. Subject to all provisions of section 4A below, the maximum cash payout ~~upon separation~~ shall not exceed 960 hours, when eligible.

B. Employees hired on or after October 1, 2012. Sick leave with pay shall be earned and accrued at a rate of eight (8) hours for each full month of Department employment. Subject to all provisions of Section 4B below, there shall be a maximum amount of accumulated sick leave of 960 hours and the maximum cash payout ~~upon separation~~ shall not exceed 480 hours, when eligible.

C. Sick leave with pay must be earned before it can be taken; advancing sick leave is prohibited. Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of personal illness, non-compensable bodily injury, pregnancy, or disease or exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Sick leave with pay may also be taken to keep medical or dental appointments. It may also be granted for illness in the household of the employee. It may also be granted for illness of the employee's immediate family wherein the employee's attendance is necessary to assist or provide the care for the immediate family member or where the immediate family member is suffering a medical emergency. For purposes of a "medical emergency" factors to be considered will include medical or behavioral conditions, the onset of which is sudden and manifests itself by symptoms of sufficient severity, including severe pain that warrants hospitalization or a condition placing the health of the afflicted person in a life-threatening position. Sick leave may be taken when an employee is on official duty for a period in excess of four (4) hours over and above a regular work shift excluding voluntary overtime. Sick leave may only be used in minimum increments of one (1) hour for the first hour used.

SECTION 2 When an employee desires to utilize sick leave, the employee shall notify the Department immediately. An employee must keep the Chief informed of his/her condition. An employee may be required by the Chief to submit a medical record or certificate from a licensed physician or other health care professional for any absence in excess of six (6) sick leave days. Failure to fulfill these requirements may result in denial of sick leave.

SECTION 3 The City Administrator or the Department may investigate any sick leave taken by an employee. False or fraudulent sick leave may be cause for disciplinary action and may result in dismissal.

SECTION 4 A - Employees Hired Before October 1, 2012: Employees who resign or retire from the City and who have at least five (5) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be one-half (½) of the accumulated sick leave not to exceed the maximum of nine hundred sixty (960) hours pay at the employee's regular pay at the time of retirement or resignation. In the event of the employee's death outside the line of duty, this benefit shall apply to the employee's designated beneficiary.

B - Employees Hired On or After October 1, 2012. Employees hired on or after October 1, 2012 who resign or retire from the City and who have at least five (5) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be only for one-half the accumulated hours of sick leave not to exceed the maximum cash payout in the amount of four hundred eighty (480) cash hours. The cash payout shall be at the Employee's regular rate of pay at the time of separation. In the event of the Employee's death outside the line of duty, this benefit shall apply to the employee's designated beneficiary.

C - If an employee, regardless of years of service, suffers death as a result of an injury or illness that arose as a direct result of the employee's performance of his or her duties, the City will pay out 100% of the employee's sick leave to the spouse or dependents of the employee or to the employee's estate if no spouse or dependent(s) are known to the City.

SECTION 5 In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, members of the BPOA shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. Sick leave donations will only be used after all earned time off (including vacation, compensatory, and sick leave) has been exhausted by the employee in need. Once the occurrence ends (e.g. the employee returns to duty) all unused sick time donations will be distributed proportionately back to the donors.

ARTICLE 13

UNIFORM AND EQUIPMENT

SECTION 1

Prior to a new employee entering the Field Training Program, the City shall provide the employee the following new or quarter mastered items; based upon the uniforms of the season, in accordance with the Department Standard Operating Procedure, Officers shall be issued the remainder of the uniform items prior to the next change of uniform.

1. *(1) hat
2. 1) winter weight coat
3. (2) winter weight shirts (2) summer weight shirts
4. (2) ties
5. (3) pair of trousers
6. (1) raincoat
7. (1) pair of footwear (boots or shoes)
8. Complete set of duty leather, *shield, *hat badge, ID card and wallet
9. *Body armor
10. *Briefcase
11. *Ticket book holder
12. *Report holder
13. One pair winter gloves
14. *Chemical agent
15. *Baton

The Department may regulate on-duty attire of employees assigned to non-uniform positions. Employees shall also be eligible for the uniform and equipment allowance set forth in Section 4 of this Article.

Employees may be permitted to wear baseball style caps (hereinafter "caps") as part of the Class B Uniform. The cap must be uniform in design and style and approved by the Chief of Police. The employee is responsible for the purchase of their own cap(s). Caps must be worn forward facing only, unless tactically required to wear it differently.

SECTION 2 Employees upon separation of employment with the City, shall turn in items marked with an (*) asterisk pursuant to Section 1 of this Article, along with any City owned equipment and City owned firearms in their possession.

If an employee doesn't successfully complete the Field Training Program, that employee will return all items issued to them by the City/Department, upon separation.

SECTION 3 In the event uniforms or equipment provided pursuant to this Article are damaged or lost in the performance of official duty, the City shall repair or replace such uniform and equipment.

SECTION 4 The uniform equipment allowance provided by this Section shall be treated as a benefit under the terms of this Agreement. Any items purchased by the employee pursuant to this Article, shall be the property of the employee and retained by the employee upon termination of employment with the City. The uniform and equipment allowance will be provided to each employee on the first pay period of January of each contract year. The Department shall control how the program will be administered.

The amount of the annual uniform and equipment allowance is as follows:

Employee, upon successful completion of the Field Training Program
\$1,000.00

Employee, each subsequent year of employment -

\$1,000.00

Upon successful completion of the Field Training Program (FTP), the city will issue \$1,000.00 to the Officer completing the program. The amount is not considered part of the yearly uniform allowance. The date of graduation does not affect this benefit and will be paid in full. In addition, the graduating Officer will be eligible for their yearly uniform allowance for that calendar year, this amount is set by the following formula (\$83.33 multiplied by the number of months left in the calendar year upon FTP completion). Following the prorated year, Officers will receive their full

uniform allowance every January during the first regularly scheduled payroll of the month.

SECTION 5 The Department may change the required equipment and uniforms at its discretion. The City shall provide employees with any newly required or modified uniforms and equipment; provided, if the BPOA or its President proposed the modification, each employee shall assume the cost of the new or modified item. Notwithstanding this Section, the provision of Section 3 shall continue to prevail even if damage or loss of the new or modified item occurred in the performance of official duty. No grievance may be taken by either party with regard to this Section.

SECTION 6 The uniform and equipment allowance check shall be issued to the employee, in the full amount less the appropriate state and federal taxes, as referenced in Section 4 of this Article, the first regularly scheduled payroll in January of each calendar year.

The Uniform Allowance shall be reported by the City on the employee's current year W-2 form as income.

SECTION 7 SWAT TEAM: Upon an employee being designated as a member of a Department authorized SWAT Team by its Commander, the Department shall pay the newly designated SWAT Team member a uniform allowance of \$500.00 in addition to other benefits under this Article. Each year thereafter, the Department shall pay employees who maintain designation as members of the SWAT Team a uniform allowance of \$250.00 annually in the first pay period of January of each calendar year in addition to other benefits of this Article. In addition, each employee newly designated to the Department authorized SWAT Team will be issued soft body armor, Level 3A or higher with load bearing vest from the City of Bellevue.

SECTION 8 Each patrol district car will be assigned a City cell phone.

SECTION 9 Upon assignment to the Motor Unit, the City shall provide the following standard equipment: helmet, pants, and boots. The City shall replace the helmet of the Motor Unit member in the event that it becomes damaged or rendered unusable as the result of actions taken during the scope of the work of the unit, as determined by the supervisor, or upon the date of expiration stated by the helmet manufacturer.

ARTICLE 14

LONGEVITY

SECTION 1 In addition to the regular wages, employees shall begin to earn longevity compensation upon completion of the 7th, 10th, 13th, 16th, 20th and 24th year of full-time employment.

SECTION 2 Employees completing the years of employment prescribed shall earn longevity compensation according to the following non-cumulative schedule:

<u>Years of Service</u>	<u>Monthly Compensation</u>
Beginning the 8 th year of service	\$ 35.00 per month
Beginning the 11 th year of service	\$ 75.00 per month
Beginning the 14 th year of service	\$110.00 per month
Beginning the 17 th year of service	\$150.00 per month
Beginning the 21 st year of service	\$185.00 per month
Beginning the 25 th year of service	\$255.00 per month

ARTICLE 15

INSURANCE

SECTION 1

The City shall provide employees group insurance coverage for medical/surgical, including major medical benefits ("the Plan"). The specific design and provisions of the Plan shall be determined as follows:

- Beginning plan year 2013, the City shall include a line of duty injury and death benefit consistent with the current insurance plan.
- For each plan year, the City shall meet with a committee consisting of no more than four City representatives, and a single representative selected by each of the City's bargaining units to ensure that each unit is individually represented (collectively, the "Health Insurance Committee").
- The Health Insurance Committee shall identify and investigate health insurance trends, the City's claim experience, potential alternative health insurance options, and financial implications of the current Plan as compared to potential alternative options. The Health Insurance Committee shall attempt to develop consensus on future plan design and cost sharing changes.
- If the Health Insurance Committee reaches consensus supported by the City and at least two of the City's bargaining units, the City shall implement its recommendations.
- If the Health Insurance Committee does not reach consensus as defined above, the matter shall be submitted to arbitration. In that event, the parties shall request a panel of arbitrators with health insurance expertise from the Federal Mediation and Conciliation Service, and shall strike arbitrators until only one remains.
- The Health Insurance Committee must reach consensus as defined above, and resort to arbitration, on or before October 15 of each year. The arbitration hearing must take place before November 15. The arbitrator's decision must be made no later than November 15. These deadlines must be acceptable to any chosen arbitrator, and if not acceptable, the parties must resort to the arbitrator who was last struck.
- The arbitrator shall have no discretion other than to select one of the following two plans: the sole plan recommended by the City, or the sole plan collectively recommended by the City's bargaining

units that do not agree with the City's recommended plan. In rendering a decision, the arbitrator must consider the City's ability to pay for either of the two plans the arbitrator is asked to select.

- Neither party shall have the right to submit post arbitration briefs, unless so requested by the arbitrator, subject to the strict deadlines described above. The arbitrator's decision shall be binding for the duration of following calendar year, and shall be implemented on January 1.
- Each party shall pay their own costs for preparing for arbitration, and shall equally split the arbitrator's fee.

SECTION 2 Subject to the change mechanism above, the City shall provide group dental coverage for employees as agreed to and as changed by the Health Insurance Committee

SECTION 3 The City shall provide \$52,000 in life insurance of each Employee including coverage 24 hours each day on or off duty.

SECTION 4 Subject to the change mechanism above, the City shall provide a long-term disability insurance policy for each Employee.

SECTION 5 Provided the employee has been enrolled in the City's health insurance plan for at least one (1) year immediately prior to retiring and employed by the City for a minimum of five (5) years prior to the employee's official retirement date, the City will agree to pay the Plan premium for any employee who retires as follows:

SINGLE COVERAGE – After an employee reaches the age of 55 years and chooses a retirement option, the City shall pay 92.5% of the single coverage premium for the first twenty-four (24) months after retirement. Thereafter, the City shall pay 50% of the single coverage premium until retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

FAMILY COVERAGE, EMPLOYEE PLUS SPOUSE, EMPLOYEE AND DEPENDENT COVERAGE – After an employee reaches the age of 55 years and chooses a retirement option, the City will pay eight-two percent (82%) of the premium for the first twenty-four (24) months after retirement. Thereafter, the City shall pay 50% of the coverage premium until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

SECTION 6 In the event of a line-of-duty death, the City shall pay the cost of reasonable funeral expenses up to a maximum of ten thousand dollars (\$10,000.00) and said amount shall be in addition to the amount paid by the City's insurance carrier through the Nebraska Workers' Compensation Act.

ARTICLE 16

STRIKES AND LOCKOUTS

SECTION 1 Neither the BPOA, its agents or employees will instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of operations of the City.

SECTION 2 The City will not lock out any employee during the term of the Agreement as a result of a labor dispute with the BPOA.

ARTICLE 17

WAGES

SECTION 1 Position grade levels shall be followed:

Police Officer
Police Sergeant

SECTION 2 ~~Effective October 1, 2021, following ratification of this Agreement by approval of the City Council, the City will implement the Wage Schedules set forth in Appendix II. Upon ratification, employees will remain in their current wage step until their date of hire anniversary, or date of promotion anniversary if applicable. Employees who are currently top step will remain top step according to Appendix II.~~
~~Effective the first full payroll period following ratification of this Agreement by approval of the City Council, the City will implement the Wage Schedules set forth in Appendix II. The City will further apply the Wage Schedules set forth in Appendix II effective October 1, 2019~~2021~~, however the parties understand the payment of said retroactive wages will not occur immediately upon ratification, but will occur within 45 days of ratification of this Agreement by approval of the City Council.~~

SECTION 3 Annually, on employees' date of hire anniversary (or date of promotion anniversary if applicable), employees will be eligible for a performance adjustment to their wage (i.e. a step increase), in accordance with the Wage Schedules set forth in Appendix II.

SECTION 4 Officers who have been placed on suspension during the immediately preceding twelve (12) month evaluation period shall have any scheduled step increase delayed for six (6) months. This delay will not change the employee's annual evaluation date based on their hire date or applicable promotion date. Should an employee be delayed a step increase for the 6 months as previously specified, they will still receive their next annual review and possible step increase on their anniversary or applicable promotion date (6 months later).

SECTION 5 The City and the Employee agree that each shall contribute the amount required by law to the employee's applicable retirement benefit.

SECTION 6 For the purpose of this Agreement, the City and the BPOA shall agree that when an Employee is promoted to a higher rank, the Employee shall be placed in a pay step that gives him/her a pay increase to the closest

approximation of five percent (5%). This shall apply only to those Employees who are promoted from Officer to Sergeant.

SECTION 7 The City and the Employee agree that any ~~laterally~~-hired "lateral police applicant" will be compensated upon hire based on this section. An applicant will meet the "Lateral Police Applicant" standard if he/she at the time of employment is in possession of a valid law enforcement certification from the State of Nebraska or any other state.

The entry pay for these "Lateral Police Officers" will be determined by their years of service as a certified and sworn police officer or deputy on their date of hire with the Bellevue Police Department. The following scale will be utilized to determine their starting pay:

<u>Less than 2 years of service</u>	<u>Step 21</u>
<u>2 years or more, but less than 4 years of service</u>	<u>Step 32</u>
<u>4 years or more, but less than 6 years of service</u>	<u>Step 43</u>
<u>6 years or more, but less than 8 years of service</u>	<u>Step 54</u>
<u>8 years or more, but less than 10 years of service</u>	<u>Step 65</u>
<u>10 years of service or more</u>	<u>Step 76</u>

Furthermore, the prospective "Lateral Police Officer" may provide a copy of their most recent paycheck from their law enforcement agency to which they were last employed, by the date they receive their official letter of hire. If the prospective "Lateral Police Officer" was receiving an hourly rate above their starting pay according to this agreement, they shall be placed on the governing wage progression table at the lowest step that would pay higher than their pay compared to their previous certified officer or deputy position. However, under no circumstances will a new recruit start higher than Step 6.

~~certified police officer who exceeds minimum requirements for the applicable position based upon years of service, certifications and other qualifications, may be placed at an appropriate step level as recommended by the Chief and approved by the City Administrator.~~ Such employee shall remain subject to a one (1) year introductory period.

SECTION 8 Any Officer, Sergeant or Detective demonstrating proficiency to interpret conversations in Spanish, Slavic, Vietnamese, or sign language, shall receive compensation in the amount corresponding to their level of tested proficiency described below of \$50.00 per month. Any additional languages may be considered at the discretion of the Chief of Police. In order to receive such compensation, the Officer, Sergeant, or Detective must pass the approved language testing through the Human Resources Department. The Human Resources Department will ~~try to~~ secure testing through Language Testing International, however if said testing cannot be secure, the BPOA and the Human Resources ~~Director~~ Manager will work together to find an alternative and comparable testing company. There may be different testing requirements for sign language and the BPOA and Human Resources ~~Director~~ Manager will work together to find a company to administer the testing for sign language. Testing must be re-taken every two (2) years within 30 days of the anniversary date of the original test. In order to receive this

compensation, the employee must agree to provide interpretation services while on duty to the extent that is practical.

<u>ACTFL Proficiency Level</u>	<u>Monthly Amount</u>
<u>Novice High - Intermediate Low</u>	<u>\$50</u>
<u>Intermediate Mid - Intermediate High</u>	<u>\$100</u>
<u>Advanced Low and Higher</u>	<u>\$150</u>

SECTION 9 All members of the BPOA who are regularly assigned second shift and show a majority of hours occur between 1830 hours and 0630 hours shall be paid an additional fifty cents (\$0.50) per hour, which shall be included in their current hourly rate. For purposes of this section, "regularly assigned second shift" shall include those BPOA members who are assigned "C" shift or "D" shift. The \$0.50 differential will not apply to employees that are working voluntary overtime on the "C" shift or "D" shift on a temporary basis.

SECTION 10 Effective October 1, 20223, sworn officers/sergeants who are discretionally assigned by the Chief of Police, or his/her designee, to the following specialty assignment positions listed below shall receive \$50 per month additional pay. Effective October 1, 2023, the amount of pay for the specialty assignment positions will change from \$50 per month to \$100 per month.

- SWAT/CNU/Stac Med
- Detective
- School Resources Officer
- K-9 Officer
- Motor Unit
- Drug Recognition Expert
- Crash Team
- Lead Instructor/Coordinator

Officers/Sergeants may only receive specialty pay once, even if they occupy a position on multiple specialty units.

ARTICLE 18

EDUCATIONAL INCENTIVE

SECTION 1 In addition to the regular wages, Employees in positions with no higher education requirement shall receive educational incentive compensation according to the following schedule, so long as the higher education (hereinafter defined) hours are reasonably related to their positions or are required to obtain an Associate's or Bachelor's Degree reasonably related to their positions:

~~A. Upon successful completion of 30 accredited higher education credit hours - \$5.00 per month.~~

~~AB. Upon receipt of an Associate's Degree or completion of 60 accredited higher education credit hours - \$25.00-40.00 per month.~~

~~C. Upon successful completion of 90 accredited higher education credit hours - \$15.00 per month.~~

~~BD. Upon receipt of a Bachelor's Degree - \$50.00-20.00 per month.~~

HIGHER EDUCATION: Higher education is defined as education beyond high school that is provided by accredited colleges, graduate schools, professional schools, trade schools, and metropolitan or community colleges.

SECTION 2. The City shall reimburse the Employee fifty percent (50%), not to exceed \$5,250 per fiscal year, of the cost of all fees, tuition, registration, books, and costs associated with the higher education hours, provided no payment shall be made except when the Employee shows proof of obtaining a "B" or better, or equivalent grade for the course. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed.

SECTION 3. All Employees must have advanced written approval from the Chief and HR ~~Director Manager~~ in order to receive educational incentive compensation under Section 1 and reimbursement for costs under Section 2. An Employee must appeal any denial from the Chief and/or HR ~~Director Manager~~ in writing within thirty (30) days to the City Administrator, who has final authority to approve or deny the Employee's request. Upon satisfactory completion of the course, the Employee shall submit proof of expenses to the Chief and HR ~~Director Manager~~ together with a copy of the Employee's grades and/or transcripts, which shall be filed in the Employee's personnel file.

ARTICLE 19

PROVISIONAL APPOINTMENT

SECTION 1 Any provisional appointment made by the Chief, or any designee of the City, shall be governed by the Civil Service guidelines. An employee appointed provisionally to a higher grade shall be paid at the same rate, for the duration of said provisional appointment, which he/she would receive had the appointment been a permanent appointment from the Civil Service list.

SECTION 2 Should any provisional appointee be duly appointed to the same position on a permanent basis through selection from a Civil Service list, then in that event, any and all time served by that employee as a provisional appointee shall be credited toward any probationary time necessitated by the Civil Service guidelines.

ARTICLE 20

FIELD TRAINING OFFICERS

SECTION 1

Officers appointed by the Department to be Field Training Officers for new recruits shall receive for any eight (8), ten (10), or twelve (12) hours training shift, an additional one-fourth (1/4) hour of straight time pay for each hour of training.

ARTICLE 21

BALLISTIC VEST REPLACEMENT

SECTION 1 The City shall provide each sworn Officer with eight hundred dollars (\$800.00) to be used towards a new ballistic vest and accessories (if the sworn Officer so desires accessories) at the end of each five (5) years of service. When purchasing a ballistic vest, the vest shall be either threat level II or threat level IIIa, at the employee's choice and the vest manufacturer, style, and model shall be mutually agreed upon by both the City and the BPOA. Employees shall wear the ballistic vest in accordance with the policy established by the Chief.

ARTICLE 22

INDEMNIFICATION

This Article adopts and incorporates by reference Nebraska State Statute 13-1801, as amended, and, in addition thereto, in the event that, within the course of litigation, settlement discussions are made between the City and the plaintiff or plaintiffs, the City agrees to advise the employees which are party to such action.

ARTICLE 23

FUNERAL LEAVE

- SECTION 1 In the event of the death of an employee's father, mother, step-parent, sister, brother, grandmother, grandfather, grandchild, spouse or child related by blood, marriage or adoption ("Immediate Family"), the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay, but not to exceed five (5) work days, including the day of the funeral.
- SECTION 2 In the event of the death of the father, mother, sister, brother, grandmother or grandfather of an employee's spouse, the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay, but not to exceed three (3) work days, including the day of the funeral.
- SECTION 3 In the event of the death of an aunt, uncle, niece or nephew of the employee or the employee's spouse, the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay for the day of the funeral.
- SECTION 4 Funeral leave shall be considered as time separate from sick leave, vacation leave, and annual leave.
- SECTION 5 For purposes of this Article only, the term "spouse" will refer to any individuals who are lawfully married under any state law, including married to a person of the same sex who were legally married in a state that recognizes such marriages.

ARTICLE 24

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1

All grievances and disputes, excluding disciplinary action (i.e. removal, suspension, demotion, discharge or written reprimands), arising from the application and interpretation of this Agreement ("Grievance") shall be timely handled in the following manner:

- Step 1. An employee or the BPOA through a verified grievance, (hereinafter the "Grievant"), shall present the Grievance in writing to the Chief or a designated representative within ten (10) calendar days after the date on which the employee becomes aware of the Grievance. The Chief or a designated representative shall respond to the Grievance in writing within ten (10) calendar days after the date on which the written Grievance is received. For purposes of this article, "verified" means that the information is confirmed and/or substantiated by the named aggrieved employee(s).
- Step 2. If settlement is not reached under Step 1, the Grievance shall be presented by Grievant to the City Administrator or a designated representative within ten (10) calendar days after the date the response by the Chief or designated representative was received by the Grievant under Step 1. The City Administrator or a designated representative shall respond to the Grievance in writing within ten (10) calendar days after the date on which he/she received the Grievance from the Grievant.
- Step 3. If settlement is not reached under Step 2, either party may request arbitration by written notice to the other party within ten (10) days after Grievant's receipt of the response made by the City Administrator or designated representative under Step 2. Within ten (10) days after arbitration has been requested by either party, the parties shall convene for the purpose of attempting to agree on the selection of an arbitrator and, failing agreement, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators. After receipt of the list, parties shall meet with five (5) days and select an arbitrator by each party striking three names alternately. The party requesting arbitration shall have the right to strike the first name and the other party shall strike one (1) name with the same process being repeated until one (1) name remains, who shall be the arbitrator. When an employee elects to process a grievance without BPOA representation, as is the employee's right, the BPOA shall have

the right, after the arbitrator has been selected, to intervene and become a party to the proceedings. Any adjustment of Grievances between the City and an employee not choosing to be represented or assisted by the BPOA, must be consistent with the terms of this Agreement. The authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of provisions of this Agreement.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

All time periods/limitations set forth in this ~~Section 1, Steps 1, 2, and 3, Article~~ are of the essence and are to be strictly enforced against the party not complying therewith.

SECTION 2

Any time limitation provided herein may be waived or extended by agreement of the parties.

ARTICLE 25

EMPLOYEE RIGHTS

Employee shall be entitled to protection of what shall hereinafter be termed as 'Employee Rights' which shall be added to the present Rules and Regulations of the Department.

- A. Employees shall not solicit any formal citizen's complaints to any other Police employee. Solicitation shall not be construed to mean any follow-up to a concern, an inquiry, a formal citizen's complaint, or a known issue that the department has an obligation to follow-up with and/or investigate.
- B. An employee shall not be subjected to offensive language, nor be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the Officer be intimidated in any other manner. No promises or rewards shall be made to the employee as an inducement to answer questions.
- C. Any investigation concerning the conduct of an employee, which conduct is allegedly either off duty or on duty, shall be initiated only with the approval of the Chief.
- D. Any employee who is requested to give an interview as part of an internal investigation and compelled to answer questions shall be entitled to be represented by a union representative and/or attorney at the interview.
- E. An employee under investigation concerning the employee's conduct shall be notified of the investigation against the accused employee and the nature of the investigation at least seventy-two (72) hours prior to the scheduled date of the investigatory interview by the Chief or his/her designee, unless such 72-hour notice period is waived by the employee. At the time of the service of the AIC, the employee shall receive a copy of the completed AIC Report documenting the complaint and copies of any known evidence and witness statements that are in the physical possession of the Professional Standards Officer and/or his/her designee at the time the notification is made to the accused employee. At the time of notification, the Professional Standards Officer and/or his/her designee will notify the accused employee in writing of any video evidence (i.e. dash camera video, cell phone video, surveillance, body camera video) known to him/her at the time. The accused employee shall be allowed to review any video evidence by scheduling a time with the Professional Standards Officer and/or his/her designee to review the same and shall be allowed to have an attorney and/or union representative present to review the video evidence. If there are allegations of deceit, dishonesty or allege crime(s) (with the exception of use of force allegations) lodged against the employee and the video evidence is related

to that allegation, the video evidence will not be allowed to be reviewed by the accused employee at the time of notification of the AIC.

The accused employee shall be permitted to have an attorney or BPOA Officer, or both, present to represent them during the investigatory interview. The attorney and/or a union representative will be given an opportunity during the investigatory interview, after the investigator has finished his/her questioning to ask questions of the accused.

The investigator performing the investigatory interview shall read the Garrity warning form aloud and on the record to the accused at the beginning of the investigatory interview, before beginning questioning of the accused employee. The accused employee shall sign the Garrity warning form after the investigator has read the Garrity warning form aloud on the record, but before the questioning begins. The "Garrity" warning form shall contain the Garrity warning language as follows:

"I wish to inform you that you are being questioned as part of an official investigation of the Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subjected to Departmental charges which could result in your dismissal from the Department. If you do answer, neither your statements or any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent Department charges."

- F. The investigatory interview shall begin during regular business hours between 7:00 a.m. and 10:00 p.m. Monday through Friday, unless waived by the employee, and if conducted during off-duty time, the accused employee shall be compensated in accordance with overtime procedures.
- G. The accused employee shall be informed prior to the interview of the name and rank of the person in charge of the interview; the interviewing Officers; and all other persons to be present during the interview. Questions directed to the employee during the interview shall be asked by only one interviewer at one time.
- H. The interview session shall be for a reasonable period, taking into consideration gravity and complexity of the issue being investigated. The accused employee shall be allowed to attend to their own personal physical necessities, telephone calls, and rest periods with one ten (10) minute intermission every hour.

- I. Unless agreed to by the accused employee, the City shall not divulge the reason for any disciplinary action that is not appealed beyond the Department. The City shall make every reasonable effort to ensure that no employee's home address, home telephone number or photograph is released to the news media or to the public.

The above shall not be construed to restrict management rights to speak with or briefly question employees on verbal or informal complaints or citizens if this questioning may lead to an expedient end of the complaint. Nor shall it restrict internal investigations brought about by shift supervisors. However, should a citizen make a written complaint or should a brief investigation uncover facts that may lead to a formal or major investigation or interview, then the procedure set forth shall be followed.

ARTICLE 26

SENIORITY

- SECTION 1 The principle of seniority rights shall be exclusively observed within the Department in laying off, rehiring, holidays, job vacancies, and shift assignments.
- SECTION 2 Seniority of the employees shall be established as of the date of hire and shall be considered as continuous notwithstanding suspensions for disciplinary purposes, absence on authorized leave without pay, or layoff for thirty (30) days or less duration.
- Seniority shall be established within job classification based on continuous length of service within that classification, notwithstanding the interruptions provided for in the paragraph above.
- SECTION 3 Layoffs shall be on the basis of total job seniority. Recalls from layoff shall be in inverse order of layoff. All other applications of the seniority provisions shall be on the basis of seniority in classification.
- SECTION 4 Where two (2) or more employees in the same classification are appointed on the same date, their seniority standing shall be determined by the order of their placement on the civil service commission eligibility list. The City shall post two seniority lists; one with the employees arranged in order of total job seniority and the other comprised of employees by classification. Such lists shall be updated at the end of each year governed by the BPOA/City bargaining agreement. Should any errors be noted on such seniority lists, the same shall be corrected between the City and BPOA; provided, however, employees and the BPOA have only 30 days from the date of posting such lists to dispute their contents, if no such dispute is lodged with the City, then the dispute is waived and the lists will be conclusively presumed to be accurate.

ARTICLE 27

JOB BIDDING

SECTION 1 All uniform patrol bargaining unit positions will be posted for bid and will be implemented on December 1st and June 1st. In addition, shift bid may be posted up to two (2) additional occasions during the calendar year at the discretion of the Chief and with at least fifteen (15) days advance notice, all uniform patrol bargaining unit positions shall be posted for bid and filled pursuant to Article 26, "Seniority." Such posting shall state the job title, rate of pay and shift.

Any two (2) employees, with the approval of the Chief, may agree to trade positions.

SECTION 2 In the event the Department institutes an eight (8) hour shift or a ten (10) hour shift, then the days of rest shall be considered as part of the shift bidding procedure. The Department shall consider the principle of seniority, as referenced in Article 26, as part of the shift bidding procedure.

ARTICLE 28

JOB-RELATED INJURIES

SECTION 1

An employee who is temporarily disabled - to the extent such employee cannot return to work to perform his/her regular duties and the employee does not qualify for modified duty, to which the employee has submitted documented support thereof obtained in accordance with Workers' Compensation statutes - by a job-related police action, accident, injury, or illness, and receiving Worker's Compensation, shall receive supplemental pay from the City, but only that amount which, when added to the amount paid by Worker's Compensation, shall equal the employee's full gross salary less appropriate deductions for taxes, dues, etc. Such supplemental pay shall begin the date upon which the medical professional validates the injury or illness that prevents the employee from performing his/her regular duties and such supplemental pay shall continue for a period of no more than six (6) months; provided, at the end of such period long-term disability as provided in Article 15 shall commence. Personal sick leave will not be required to be used for any time off due to a professionally validated job-related injury.

ARTICLE 29

AGREEMENT AND SAVINGS CLAUSE

SECTION 1 Nothing contained in the Agreement shall be construed as repealing any lawful, recognized benefit provided through the City for employees, and, no employee shall inadvertently suffer any loss of wages, hours or working conditions by reason of the signing of the Agreement.

SECTION 2 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 30

SAFETY AND TRAINING COMMITTEE

- SECTION 1 A committee of two (2) shall be formed to investigate any suggestions or complaints by employees relative to job health and job safety. The committee shall consist of one member of the BPOA appointed by its President and one individual (whether or not BPOA member) appointed by the Support Division Commander. The committee shall commence investigation upon the receipt of any suggestions or complaints from the employees relative to health and safety.
- SECTION 2 Suggestions or complaints by the employees must be filed with the committee in writing. After investigation, the committee will make a suggestion, within ten (10) days, to the Professional Standards Officer for his/her immediate review. The Professional Standards Officer or a representative will respond to the suggestion in writing within a reasonable period of time. A copy of the employee's complaint or suggestion, the committee recommendation, and the action, if any, taken by the Professional Standards Officer shall be forwarded to the City Administrator and to the BPOA President.
- SECTION 3 This committee shall also be responsible for suggesting minimum standards of training to be received by the employees and to make training recommendations to the Professional Standards Officer.

ARTICLE 31

MILITARY LEAVE

SECTION 1

When called to military duty by the appropriate governmental authority, the following shall apply:

- A. Dependent Health Insurance premium payment procedure as directed by Article 15, INSURANCE, of the agreement, shall remain in place during the employee's activation period.
- B. Employees on approved military leave shall continue to accumulate vacation and sick leave, seniority for retirement, shift bidding, and pay increases.
- C. Employees shall be provided fifteen (15) days of military leave per calendar year with pay to be used for active duty, active duty training, and inactive duty training.
- D. The employee agrees to provide the City with the appropriate military orders of activation to receive these benefits.

ARTICLE 32

DISCHARGE AND DISCIPLINE

SECTION 1 The following actions of an employee are good cause for disciplinary action, though discipline may be based upon causes and complaints other than those listed:

- A. Habitual use of alcoholic beverages or prescription medicines to excess, provided the employee has been given an opportunity to seek professional help in dealing with the problem.
- B. Has been adjudged guilty of a felony crime.
- C. Abusive or improper treatment of a person in custody, provided the act committed was not necessarily or lawfully done in self- defense or to protect the lives of others, or to prevent the escape of a person lawfully in custody.
- D. Insubordination.
- E. Negligence in the care and handling of City property.
- F. Violation of any lawful and reasonable official regulation made or given by a superior Officer, where such violation or failure to obey amounts to an act of insubordination.
- G. Use or attempted use of political influence or bribery to secure an advantage in an examination, promotion or assignment.
- H. Absence from duty without leave contrary to the provisions in this Agreement, or failure to report after leave of absence has expired, or after such leave of absence has been disapproved, removed or canceled by the proper authority.
- I. Illegal use of controlled substances or use of controlled substances without a prescription.

Violations of the provisions of this Section shall be addressed by written reprimand, suspension, demotion, and/or discharge.

SECTION 2 **DISCIPLINARY ACTIONS - SUSPENSIONS:** An employee may be suspended without pay for cause for a period or periods not exceeding ninety-six (96) hours in any twelve (12) consecutive months, however, no single suspension shall be for more than forty-eight (48) hours. A written notice for such suspension shall be transmitted to the employee with a copy

transmitted to the Human Resources Department. Such notice shall include the reasons for and the duration of the suspension.

SECTION 3 DISCIPLINARY ACTIONS - DEMOTION: An employee may be demoted for cause. A written statement of the reasons for any such action shall be transmitted to the employee with a copy transmitted to the Human Resources Department.

SECTION 4 DISCIPLINARY ACTIONS - DISCHARGE: An employee may be discharged for cause. Prior to the discharge becoming effective, a written statement containing the reasons for the discharge shall be transmitted to the employee and to the Human Resources Department.

SECTION 5 PRE-DISCHARGE PROCEDURE: In any case where the Chief is recommending discharge of an employee, the employee, prior to the effective date of discharge, must be informed in writing of the nature of the offense, the specific reasons for the recommendations of discharge and be given an opportunity to provide the City Administrator with any mitigating circumstances of exculpatory information. The City Administrator or a designee shall meet with the employee and the BPOA Representative, if requested, and inform the employee in writing of the allegations and receive any information or explanation the employee wishes to supply prior to a decision for discharge.

SECTION 6 The City shall begin investigation of any cause that might lead to disciplinary action upon notification of such cause. Disciplinary action shall be taken within forty-five (45) days of such notification. This forty-five (45) day period may be extended if the City finds it necessary to interview any person that is not a member of the Department, or if a Department member is not available due to leave, sickness, or training. If the Department finds it necessary to extend the investigation beyond the forty-five (45) day period, the employee under investigation will be notified in writing of the extension. The Association President will also be notified in writing if the extension involves circumstances beyond the control of the Department.

This Section shall not apply if the employee is involved in any criminal investigation that may lead to charges being filed against that employee.

SECTION 7 This contract shall follow state and federal laws as they are adopted, including but not limited to LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425, enacted in the 2018 Nebraska Legislative Session. Nothing in this contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws. Nebraska and federal laws will prevail over any contrary provision in the contract.

SECTION 8 For purposes of this Section, the following definitions shall apply:

- A. "Personnel File" shall mean an employee's file located in the City Human Resources Department.
- B. "Department Personnel File" shall mean an employee's file located in the office of the Chief.
- C. "Disciplinary Action" shall mean written reprimand, suspension, demotion, and/or discharge issued in accordance with Section 1 of this Article.

The following shall not apply to those records regarding disciplinary actions and/or investigations regarding officer conduct as outlined in LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425.

An employee who has received Disciplinary Action may submit a written request to the Chief to have the Disciplinary Action removed from the employee's Personnel File. The Chief may remove the Disciplinary Action from Personnel File provided that the employee has not received additional Disciplinary Action within twelve (12) calendar months from the date of the previous Disciplinary Action that is the subject of the written removal request. An employee is not eligible to have Disciplinary Action removed from the Employee's Personnel File until twelve (12) months from the date of the most recent Disciplinary Action has expired.

In the event an employee requests that Disciplinary Action be removed from the employee's Personnel File and such request is granted, all commendations received by the employee during the same period of time as the removed Disciplinary Action also be removed from the Personnel File.

The provisions of this Section shall not apply to the employee's Department File. Any removed disciplinary action will be retained in the employee's Department File for use of impeachment purposes, if applicable and in compliance with LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425.

In the event an employee is charged with the negligent loss or damage of City property, a thorough investigation shall follow with the

employee's right to appeal intact. The employee shall be afforded his/her rights under Article 25, "Employee's Rights," of this agreement.

ARTICLE 33

EMPLOYEE FIREARMS

- SECTION 1 Employees may carry, as their regular duty weapons, a 9MM, 40 or 45 caliber semi-automatic pistol. Such pistol shall be a Smith & Wesson, Colt, Glock, Sig Sauer, H&K Firearm, Beretta or other brand or caliber approved in writing by the Chief.
- SECTION 2 The cost of such weapon shall be the sole responsibility of the individual employee.

ARTICLE 34

POLICE OFFICER TRAINEE

~~The classification of Police Officer Trainee shall be established to be utilized for employees who have not received certification by the Nebraska Law Enforcement Academy but have been employed by the City of Bellevue for the purpose of being a Police Officer. This job classification shall not apply to Lateral Transfer hires.~~

~~An individual who is employed by the City of Bellevue but who has not received their law enforcement classification shall be hired as a Police Officer Trainee. Employees of this job classification shall continue in this position for one (1) year of probationary service. After the first year they will progress to the next higher level according to the Police Officer contract. Police Officer Trainees shall also be required to obtain their law enforcement certification and successfully complete the Bellevue Police Department Training Program.~~

~~Employees classified as Police Officer Trainees shall be entitled to all benefits as indicated in the labor agreement between the City of Bellevue and the Bellevue Police Officers' Association; with the exception that, pursuant to the Nebraska Civil Service Act, during the probationary period, the Police Chief may terminate the employment of the Police Officer Trainee if, during the performance test thus afforded and upon an observation or consideration of the performance of duty, the Police Chief deems such Employee unfit or unsatisfactory for service in the Department, and such is approved by the City Administrator.~~

A newly hired police recruit shall be either designated as a certified or non-certified recruit. A certified recruit, also referred to as a "Lateral Police Officer," is an employee who is in possession of a valid law enforcement certification from the State of Nebraska or any other state at the time of hire with the City of Bellevue for the purpose of serving as a police officer. A non-certified recruit is an employee who does not possess a valid certification by the State of Nebraska, or any other state, at the time of employment by the City of Bellevue for the purpose of serving as a police officer.

Whether a new employee is designated as a certified or non-certified recruit, they shall be entitled to all benefits as indicated in the labor agreement between the City of Bellevue and the Bellevue Police Officers' Association (BPOA). The only exception is pursuant to the Nebraska Civil Service Act, during the probationary period, the Chief of Police may terminate the employment of a police recruit who is deemed unfit or unsatisfactory for service in the Department. The City Administrator must approve any such termination.

A non-certified recruit is required to obtain Nebraska law enforcement certification and successfully complete all facets of the Bellevue Police Department training program. A non-certified recruit's probationary period will expire six months after completion of the field-training program.

A certified recruit must successfully complete all facets of the Bellevue Police Department training program. A certified recruit's probationary period will expire six months after completion of the field-training program.

The salary for the position shall be determined through the negotiation process between the City of Bellevue and the Bellevue Police Officers' Association.

ARTICLE 35
POLICE RETIREMENT

See Appendix IV.

ARTICLE 36

TAKE HOME CARS

SECTION 1 Take home cars shall be provided to Officers assigned to the Detective Units who reside within the Extra Territorial Jurisdiction, (ETJ) for the City.

Detectives on-call will be allowed to take an assigned vehicle home during the on-call period even if outside of the ETJ.

The K-9 officers will be allowed to take their assigned vehicle home even if outside the ETJ.

The Chief of Police or his/her designee may provide a take home car to personnel in addition to those categories listed herein, if it is deemed to be advantageous to the police department.

ARTICLE 37
TEMPORARY MODIFIED DUTY

See Appendix V.

ARTICLE 38

DURATION, ACCEPTANCE, AND REOPENING OF THE AGREEMENT

SECTION 1 This Agreement shall be in full force and effect upon the ratification by the Bellevue Police Officers Association and the City Council of the City of Bellevue, Nebraska and shall cover October 1, 2021 ~~19~~ through September 30, 2024 ~~21~~ unless an article or provision specifically includes retroactive application.

SECTION 2 This Agreement, together with all terms, conditions, and effects thereof, shall remain in effect after the expiration date until a new contract is agreed upon.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the _____ day of ~~September~~ March, 2021~~0~~.

CITY OF BELLEVUE:
FOP LODGE 59

BELLEVUE POLICE OFFICERS ASSOCIATION

MAYOR



PRESIDENT

Approved by the Bellevue City Council on this 3rd day of ~~March~~, 2020.

ATTEST

CITY CLERK

APPENDIX I

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(Print last name, first name, middle name)

Classification: _____

Social Security Number: _____

TO THE CITY OF BELLEVUE:

Effective this ____ day of _____, 20____, I hereby request and authorize you to deduct from my earning on the first payroll period of each month, a sufficient amount to provide for the regular payment of the rate of month BPOA dues as certified by the BPOA. The amount deducted shall be paid to the Bellevue Police Officers' Association bank account. The authorization shall remain effective unless determined by me by written notice to the City.

Signature: _____

Address: _____

City: _____ State: _____

Date: _____

APPENDIX II
WAGE SCHEDULES

Bellevue Police Officer Association (BPOA) PAY PROGRESSION CHART Hourly Pay Scale From Date of Ratification through End of Contract												
		Steps ->	1	2	3	4	5	6	7	8	9	Wage Allowed under this contract
Police Officer (non-exempt)	Existing	Police Officer (non-exempt) Pay Scale 10/1/2014-06/30/2019	\$23.49	\$24.42	\$25.70	\$27.05	\$28.47	\$29.96	\$31.53	\$33.18	\$34.92	\$35.79
	Pay Scale Effective 10/1/2019	Police Officer (non-exempt) Pay Scale 10/1/2019-09/30/2020	\$25.24	\$26.43	\$27.68	\$28.99	\$30.36	\$31.79	\$33.29	\$34.86	\$36.50	\$36.50
	Pay Scale Effective 10/1/2020	Police Officer (non-exempt) Pay Scale 10/1/2020-09/30/2024	\$25.74	\$26.95	\$28.22	\$29.55	\$30.94	\$32.40	\$33.93	\$35.53	\$37.23	\$37.23

Bellevue Police Officer Association (BPOA) PAY PROGRESSION CHART Hourly Pay Scale From Date of Ratification through End of Contract										
		Steps ->	1	2	3	4	5	6	7	Wage Allowed under this contract
Police Sergeant (non-exempt)	Existing	Police Sergeant (non-exempt) Pay Scale 4/01/2016 - 06/30/2019	\$34.20	\$35.45	\$36.75	\$38.09	\$39.48	\$40.92	\$42.42	\$42.42
	Pay Scale Effective 4/01/2019	Police Sergeant (non-exempt) Pay Scale 4/01/2019 - 09/30/2020	\$36.27	\$37.49	\$38.75	\$40.05	\$41.40	\$42.79	\$44.22	\$44.22
	Pay Scale Effective 4/01/2020	Police Sergeant (non-exempt) Pay Scale 4/01/2020 - 09/30/2024	\$37.00	\$38.24	\$39.52	\$40.84	\$42.21	\$43.62	\$45.10	\$45.10

	1	2	3	4	5	6	7	8	9
CURRENT	\$25.74	\$26.95	\$28.22	\$29.55	\$30.94	\$32.40	\$33.93	\$35.53	\$37.23
Effective 10/01/21	\$27.65	\$29.09	\$30.60	\$32.19	\$33.87	\$35.63	\$37.48	\$39.44	approx. 5.2% increase between steps
Effective 10/01/22	\$28.48	\$29.96	\$31.52	\$33.16	\$34.89	\$36.70	\$38.60	\$40.62	
Effective 10/01/23	\$29.33	\$30.86	\$32.46	\$34.15	\$35.93	\$37.80	\$39.76	\$41.84	
Year 2		3%							
Year 3		3%							

	1	2	3	4	5	6	7
CURRENT	\$37.00	\$38.24	\$39.52	\$40.84	\$42.21	\$43.62	\$45.10
Effective 10/01/21	\$41.28	\$42.58	\$43.92	\$45.30	\$46.71	approx. 3.14% increase between steps	
Effective 10/01/22	\$42.52	\$43.86	\$45.24	\$46.66	\$48.11		
Effective 10/01/23	\$43.79	\$45.17	\$46.59	\$48.06	\$49.55		
Year 2		3%					
Year 3		3%					

If Papillion Police Department and/or La Vista Police Department have negotiated a wage increase for the 2023-2024 fiscal year that is greater than three percent (3%), the City and BPOA agree that this Agreement can be re-opened for good faith negotiation with respect to wages only, prior to the beginning of the 2023-2024 fiscal year, which is year three (3) of the effective dates of this Agreement. If the Agreement is reopened for negotiation under this provision, the negotiation process and agreement that results shall follow state and federal laws. Nothing in this contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws. Nebraska and federal laws will prevail over any contrary provision in the agreement.

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APPENDIX III
WORK SCHEDULE FOR
12-HOUR DUTY SHIFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
				WORK	OFF	OFF
4	5	6	7	8	9	10
OFF	WORK	WORK	OFF	OFF	WORK	WORK
11	12	13	14	15	16	17
WORK	OFF	OFF	WORK	WORK	OFF	OFF
18	19	20	21	22	23	24
OFF	WORK	WORK	OFF	OFF	WORK	WORK
25	26	27	28	29	30	31
WORK	OFF	OFF	WORK	WORK	OFF	OFF

APPENDIX IV

**SETTLEMENT AGREEMENT
BETWEEN BELLEVUE POLICE OFFICERS ASSOCIATION/
FRATERNAL ORDER OF POLICE LODGE NO. 59 AND EACH INDIVIDUAL
COLLECTIVE BARGAINING UNIT MEMBERS SET FORTH HEREIN,
AND THE CITY OF BELLEVUE, NEBRASKA, A MUNICIPAL CORPORATION**

APPENDIX V

See Police Department's Modified Duty Policy.

TEMPORARY MODIFIED DUTY DUE TO PREGNANCY:

Pregnant employees shall be permitted to work as long as they are able to perform their jobs and will not be subjected to special procedures to determine their ability to work. If an employee becomes unable to perform the functions of her regular assignment, she shall be permitted to serve in a modified duty assignment that considers any restrictions that her medical doctor shall require and as determined by a doctor's note provided to the Department. If the employee is eligible for FMLA, the required certification forms shall be filled out and submitted.

If the pregnant employee shall be placed on a complete restriction from work at any time during the pregnancy, the agency may require her to take leave, in compliance with the Family and Medical Leave Act and other applicable law. However, if an officer has been temporarily absent from work as a result of a pregnancy-related condition and she recovers, she shall not be required to remain on leave until the baby's birth.

The employee may elect to take such leave if medically warranted. In addition to the modified duty provisions provided for in this Appendix, a pregnant employee shall be treated the same as any other employee voluntarily seeking leave and/or sick pay because of any other physical condition.

Any modified duty due to pregnancy shall not be included when determining the amount of modified duty served by any employee in any period of time.

CITY OF BELLEVUE
ADMINISTRATION REPORT

Sept 1ST , 2021

Administration

Fort Crook Road redevelopment and future direction.

Code Enforcement issue on Margo Street.

Employee Appreciation Picnic.

Bellevue Community Foundation meeting(s) for planning and assigning resources for festival.

Wastewater Agency Admin meeting.

Agenda meetings.

Meeting with Heartland Marketing for branding.

Meeting with Councilwoman Welch to discuss Sidewalk Committee and Bellevue Blvd traffic.

HDR tour of Ft Crook Road for pre-planning initiative.

Several meetings with PW, BP, FD and client to discuss relocation of a specific business (DPC).

Meeting with HR, Legal, PW to review CDL requirements.

Sarpy EDC

Meeting with Chief Clary to review operational issues and future staffing.

Meeting with Sarpy County Historical Society.

United Cities Meeting to discuss upcoming legislative session.

Meeting with Sean Johnston regarding lease agreement.

Meeting with John Hassett regarding Keno and race track.

Internal discussions regarding SSWWA and expansion of capacity.

Meeting with Internal Affairs.

BPSCA Proposal discussions.

Loudermill hearing for employee.

Code Hearing appeal.

Sarpy/Cass Health update.

Meetings on Library Project – new building requirements and equipment assessment.

Meeting with resident on Greenbriar regarding drainage issues.

Meeting with Tom Woodard and Ashley Decker – contract review.

Meeting with resident on Pelton Avenue regarding trees.

BPSCA Negotiations.

Wastewater Agency meeting.

Meeting with Olde Towne developer.

Meeting with Auto Body Authority – tow lot.

2021 United Way Campaign.

Loudermill – street employee.

CEAB Meeting.

Meeting with Chamber Executive Board.

Budget Task Force Meeting.

BPCSA Negotiations.

Bellevue Rocks Wrap up.

Community Development

Planning

Continue to meet on the Master Park Plan.

Conducted a pre ap meeting with Rocket Car Wash.

Testified before the Urban Affairs Committee.

Facilitated a Citizen Complete streets Advisory Panel meeting.

Met with a large business on relocating to Bellevue.

Attended a seminar on Brownfield redevelopments

Permits and Inspections

Performed 716 Inspections

Issued 10 new permits for single family dwellings

Code Enforcement

Notices Issued -222

Red Tags –24

Clean ups – 20

CITY OF BELLEVUE
ADMINISTRATION REPORT

Calls – 1,082

Towed Vehicles –2

Tree Removals – 0

Communications

Updating the Website and Social Media Pages with all the end of summer and start of fall activities. Several updates to storm clean up, recreation, and construction.

Participated in National Night Out and took numerous photos for social media.

Worked with the Community Foundation on the first ever Bellevue Rocks Festival. Over 7,000 people attended the festival.

Provided media coverage for the 50th Annual A2A parade.

Finance

(See Attached)

City Clerk

- Citizen Communication – Topic for Consideration Forms received by Clerk’s Office (Month of August - No Forms for Consideration were received).
- Continue to work on putting fillable applications and forms on website to make it more user friendly when applying for licenses and/or permits.
- Codification Project Update –Waiting for American Publishing to send 2nd update to the City Codes.
- The 2021 Statement of Fireworks Profits & Expenses Form has been sent to all organizations to complete and is due in our office by September 30th.

Public Works

Engineering

Reviewing Priority Project for the City of Bellevue

- a. Working with Vrana and Olsson to resolve utility conflicts in the south 36th Street Improvement Project

CITY OF BELLEVUE
ADMINISTRATION REPORT

- b. Working with Wastewater to Address AHP, Haworth Park and Softball Diamond wastewater needs
- c. Finalizing Parks Study Contract with Lamp Rynearson
- d. Reviewing Greenbrier Drainage Issues
- e. Assisting with Manufacturing Plant Relocation Study

Facilities

- a. Assessing the Bellevue Professional Building for Repairs on Roof and HVAC
- b. Working to resolve wastewater issues at Fleet
- c. Working to Resolve Oakhurst Sign Issue and Repair

Fleet Services

- a. Addressing Wastewater Line Issues
- b. Performing Routine Maintenance on All City Vehicles and Equipment

Parks

- a. Mowing Season is in Full Swing, Maintaining Parks
- b. Cleaning Parks of Tree Debris
- c. Addressing Graffiti in Various Parks

Streets

- a. City Wide Street Repair
- b. Streetlights Review and Improvement
- c. Assisting with Evaluation of Where Fiber should be in the city

Wastewater

- a. Working On Proposals for Sarpy County Wastewater and City of Bellevue Interlocal Agreement for South of the Ridge Development in Bellevue ETJ
- b. Training new Employee for the Department
- c. Assisting in Cost Estimate for Wastewater Services in AHP, Haworth Park and the Bellevue University and City of Bellevue Softball Fields

Library

- Both the children's and young adult 2021 Summer Library programs concluded on July 31. A finale for the children's department included an outdoor performance by magician Jeff Quinn. The teens concluded with a Tube Art Animal Contest (entries were on display at the library) and a virtual "Nailed It" baking contest with teens submitting photos of their entries (this year's project was a "shark" cake). In addition, a pool party was held for Junior Friends and young adult volunteers who assisted with the summer programs.
- The Library Innovation Studios makerspace project continues to be popular with the community, and training and project sessions are being scheduled by staff on a regular

CITY OF BELLEVUE
ADMINISTRATION REPORT

basis. On Aug. 6, Rod Wagner, director of the Nebraska Library Commission, stopped by to observe the LIS and to visit with staff about the project. The NLC has informed the library that the LIS will remain at the Bellevue Library through mid-October.

- The library hosted a National Night Out event on its lawn on Aug. 3 with around 275 persons attending. There was food, entertainment, and demonstrations with visits by the Bellevue Police, Fire, and Emergency response team members. In addition, the Sarpy/Cass County Health Department held a COVID-19 vaccination clinic, and a ham radio “petting zoo” with the Bellevue Amateur Radio Club was held. Also as part of the celebration, the Sarpy/Cass Safe Kids organization and the Bellevue Library Junior Friends helped provide 100 child bike safety helmets free to children while supplies lasted.
- The Bellevue Public Library Advisory Board met for its regular monthly meeting on Aug. 18. Deb Stortvedt and Kathleen Crawford-Rose were re-elected as president and vice president, respectively. In addition, the Board approved the 2021-2024 technology plan and reviewed the 2019-2022 Community Needs Assessment Plan developed as part of the library’s most recent accreditation process.
- The Bellevue Public Library hosted a SKILLS (Sharing Knowledge, Ideas, Learning, and Library Solutions) meeting for the Three Rivers Library System on Aug. 23. Tammi Thiem, regional system director, led the session covering a variety of topics including COVID-19 responses, library board responsibilities, American Rescue Plan Act (ARPA) grant projects/opportunities, and Nebraska newspaper digitization efforts.
- The library hosted Darrel Draper, Humanities Nebraska speaker, for a presentation “History of Nebraska as Told by Peter Sarpy” on Aug. 19. This was a special presentation funded by the Bellevue Library Foundation and Humanities Nebraska as part of Bellevue’s Arrows to Aerospace celebration.

Police

- 08/03 – City Council Meeting
 - National Night Out
 - Civil Service Meeting
- 08/06 – Beyond Big Cities meeting – Institute for Innovative Prosecution
- 08/07 – Applicant Testing
- 08/09 – Betz Elementary – Teacher Appreciation
- 08/11 – NLETC Graduation
- 08/12 – NSP Meeting with Capt. Sutter
- 08/13 & 14 – Bellevue Rocks
- 08/17 – City Council Meeting
- 08/19 – BPCSA Negotiations

CITY OF BELLEVUE
ADMINISTRATION REPORT

- 08/24 – United Way car wash fundraiser
- 08/25 – Women in Blue webinar
 - Lieutenant's and Captain's Meeting
- 08/28 – BPCSA Negotiations
 - Sarpy SWAT Board Meeting

Fire

(See Attached)

1. Month-end/Year-end financials

August 2021 YTD numbers reflecting favorable results. Full year is expected to be favorable to budget.

City-Wide Financials - Year-To-Date August 2021 (Preliminary)

	YTD August 2021 (Preliminary)				Full Year 2021 Forecast		
	Actual + June Fcst	Budget	Variance	Prior Year Actual	Actual	Budget	Variance
Revenues							
Property Taxes	1,159,612	1,159,612	-	1,358,379	29,224,682	28,715,639	509,043
Sales Taxes	1,332,602	1,062,608	269,994	1,217,654	14,759,353	12,751,300	2,008,053
Occupation/Business Taxes	129,891	189,700	(59,809)	98,601	1,406,316	2,221,283	(814,967)
Other Revenues	8,411,050	1,994,652	6,416,398	4,571,572	55,073,626	55,624,196	(550,570)
Total Revenues	11,033,155	4,406,572	6,626,583	7,246,206	100,463,977	99,312,418	1,151,559
Expenditures							
Personnel	2,539,772	2,502,658	(37,114)	2,235,208	29,234,241	32,805,878	3,571,637
Department Expenditures	1,382,654	1,876,322	493,668	1,194,736	23,400,702	22,820,155	(580,547)
Capital Expenditures	920,149	44,806	(875,343)	3,256,880	17,352,417	25,998,506	8,646,089
Other Expenditures	603,292	533,495	(69,797)	3,225,741	16,715,632	15,687,879	(1,027,753)
Total Expenditures	5,445,867	4,957,281	(488,586)	9,912,565	86,702,992	97,312,418	10,609,426
Net Revenues	5,587,288	(550,709)	6,137,997	(2,666,359)	13,760,985	2,000,000	11,760,985
Cash Balance	46,630,128			28,261,355			

2. Debt

Better than planned (lower outstanding debt). Manageable.

City of Bellevue
2021-22 Annual Budget
Bonded Indebtedness

	Total Debt	Total Debt to Valuation	Highway Allocation Bonds	Wastewater Bonds	Net GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-20	\$ 78,905,000	1.80%	\$ 7,095,000	\$ 2,175,000	\$ 69,635,000	1.59%
Principal Payments During Year	(12,630,000)		\$ (435,000)	\$ (250,000)	\$ (11,945,000)	
New Debt Issued	12,370,000		\$ 5,850,000	\$ -	\$ 6,520,000	
Ending Bonded Indebtedness at 09-30-21	78,645,000	1.72%	\$ 12,510,000	\$ 1,925,000	\$ 64,210,000	1.40%
Principal Payments During Year	(6,880,000)		\$ (435,000)	\$ (255,000)	\$ (6,190,000)	
New Debt To Be Issued	10,260,000		\$ 6,260,000	\$ -	\$ 4,000,000	
Ending Bonded Indebtedness at 09-30-22	\$ 82,025,000	1.79%	\$ 18,335,000	\$ 1,670,000	\$ 62,020,000	1.35%
Valuation: \$4,579,120,000						
Budgeted Cash Balances (unrestricted) at 09-30-22	25,685,036		\$ 12,751,276	\$ 5,840,100	\$ 7,093,659	
Cash / Debt Principal at 09-30-22			70%	350%	11%	
Cash Balances / FYE2022 Debt Service			21.8	20.1	2.0	
Debt Service Coverage Ratio				1.8		

3. Budget Summary (Increase to Budget due to \$4.2 million ARPA Restricted Funds and lower capital spending).

4. Finance Activities (other than regular A/R, A/P and accounting)

2021-2022 budget is anticipated to use some of the cash reserves built up over the past two years to replenish resources, adequately staff departments and perform needed infrastructure improvements, including street projects. Internal meetings have been held with department heads, administration and the Budget Task Force to create clear and agreed-upon direction of the planned spending. Public Hearings have been held. Vote on the FYE2022 Budget will be September 7th.



City of Bellevue Fire Department

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Bellevue Fire Department Council Report

Report Date 09/01/2021

A. General Items:

- QA/QI
- Completed shift bids for shifts October-March
- Populating scheduler through end of year
- 4 personnel began paramedic class at Creighton 2 weeks ago
- Working with Human Resources to review the applicants for the full-time firefighter position to determine which are qualified to test
- The mass casualty disaster drill in Papillion that was scheduled for May 2021 was cancelled and has now been rescheduled for April 2022. We have resumed our planning meetings monthly
- Working on server and fiber upgrades for the City

B. Training:

- Continue FAE III (fire apparatus engineer) training
- Trama run review.
- Hands on manikin king tube intubation training.
- Pediatric cardiac arrest power point lecture.

C. Inspections:

- Inspection Total Sleep Center 2510 Bellevue Medical center Drive # 170.
- Temp final 1809 Lloyd Street.
- Temp final 1807 Lloyd Street.
- Fire alarm acceptance test 1805-11 Lloyd Street.
- Final inspection Green Bean Coffee 3512 Samson way # 216-220.
- Plan review Grace Bible Church 1001 Fort Crook Rd. N.
- Final Inspection Gross High School 7700 S 43rd St.
- Health care inspection Cornhusker Dialysis 505 Cornhusker Rd. # 107.
- Final inspection Smoothy Shop 2012 Cornhusker Rd. # 300.
- Final inspection Tidal Wave Auto Spa 2008 Cornhusker Rd.
- Temp final 1805 Lloyd Street.





City of Bellevue

Fire Department

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- Daycare inspection Welcome School 1220 Bellevue Blvd. S.
- Plan review remodel Kum & Go 13905 Williamsburg Dr.
- Review U.L. ground ladder test results.
- Plan review remodel Umami 1504 Galvin Rd. S.
- Plan review remodel Kum & Go 13905 Williamsburg Dr.

D. Calls: August 18th through August 31st

Fire – 64

Rescue - 185

E. Ambulance Billing

July 1-31, 2021

\$ 193,488.50 has been billed out to insurance companies (248 insurance claims)
<\$ 87,069.83> approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$193,488.50)

=====

\$ 106,418.67 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 86,607.63 deposited into the bank July 1-31, 2021

8,978.27 additional revenue in Credit/Debit card payments were received July 1-31, 2021.

\$ 95,585.90 TOTAL July 1-31, 2021 rescue fee revenue

Statement Billing:

368 statements were mailed to patients for unpaid account balances

These statements totaled \$ 212,085.33

This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.



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F. Manpower Report Staffing

Staffing Report from 7/26/2021 through 8/1/2021

Monday	AM	T21 & E41	3-Person	No Batt. 2
Monday	PM	Full		
Tuesday	AM	E1, E31, & E41	3-person	No Batt. 2
Tuesday	PM	Full		No Batt. 2
Wednesday	AM	E1, T21, & E31	3-person	
Wednesday	PM	Full		
Thursday	AM	E1	3-person	No Batt. 2
Thursday	PM	E1 & E41	3-person	No Batt. 2
Friday	AM	E1, T21, E31 & E41	3-person	No Batt. 2, No EMS
Friday	PM	Full		No Batt. 2
Saturday	AM	E1, T21, E31 & E41	3-person	
Saturday	PM	E1, T21, E31 & E41	3-person	
Sunday	AM	E1, T21, E31 & E41	3-person	No Batt. 2
Sunday	PM	E1, E31 & E41	3-person	

Staffing Report from 8/2/2021 through 8/8/2021

Monday	AM	T21, E31 & E41	3-person	No Batt. 2
Monday	PM	E1, E31 & E41	3-person	No Batt. 2
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E1 3-person, E41 closed		No Batt. 2
Wednesday	PM	E1, T21, & E41	3-person	No Batt. 2
Thursday	AM	E31 & E41	3-person	
Thursday	PM	E1, T21, E31 & E41	3-person	
Friday	AM	E1, T21, E31 & E41	3-person	No Batt. 2, No EMS
Friday	PM	E1, E31 & E41	3-person	No Batt. 2
Saturday	AM	E1, T21, E31 & E41	3-person	No Batt. 2, No EMS
Saturday	PM	E31, & E41	3-person	No Batt. 2
Sunday	AM	E1, T21, E31 & E41	3-person	No Batt. 2, No EMS
Sunday	PM	E1, T21, E31 & E41	3-person	



City of Bellevue Fire Department

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Staffing Report from 8/9/2021 through 8/15/2021

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	E1, T21, E31 & E41	3-person	
Tuesday	PM	E1	3-person	
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	E1, T21, E31 & E41	3-person	No Batt. 2
Thursday	PM	E1, & E41	3-person	No Batt. 2
Friday	AM	E1, & E31	3-person	
Friday	PM	E1, T21, E31 & E41	3-person	
Saturday	AM	E1, E31 & E41	3-person	
Saturday	PM	E1, E31 & E41 3 person, T21 closed		No Batt. 2
Sunday	AM	E1, T21, & E41	3-person	
Sunday	PM	E1, & E41	3-person	

Staffing Report from 8/16/2021 through 8/22/2021

Monday	AM	E41	3-person	
Monday	PM	E1, E31 & E41	3-person	
Tuesday	AM	E41	3-person	No Batt. 2
Tuesday	PM	T21, & E41	3-person	No Batt. 2
Wednesday	AM	E1, E31 & E41	3-person	No Batt. 2
Wednesday	PM	E1	3-person	
Thursday	AM	E31, E41	3-person	No Batt. 2
Thursday	PM	E-1, E-31, E-41	3-person	No Batt. 2
Friday	AM	E-1, E-31, T-21	3-person	No Batt.2
Friday	PM	E-1, E-41	3-person	
Saturday	AM	T-21	3-person	No Batt. 2
Saturday	PM	E-31	3-person	No Batt. 2
Sunday	AM	E-1, T21, E-41	3-person	No Batt. 2
Sunday	PM	T-21	3-person	No Batt. 2



City of Bellevue

Fire Department

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Staffing Report from 8/23/2021 through 8/29/2021

Monday	AM	Full		
Monday	PM	E-1, E-31,	3-person	
Tuesday	AM	E-1, E-41	3-person	
Tuesday	PM	E-1	3-person	
Wednesday	AM	E-1, E-31,E-41	3-Person	
Wednesday	PM	E-1, E-41	3-person	
Thursday	AM	E-41	3-person	
Thursday	PM	Full		
Friday	AM	E-1, E-31, E-41	3-person	No Batt. 2
Friday	PM	E-1, E-31, E-41	3-person	No Batt. 2
Saturday	AM	E-1, T-21, E-31	3-person	No Batt. 2
Saturday	PM	E-1, T-21,E-41	3-person	No Batt. 2
Sunday	AM	E-1, T21, E-31, E-41	3-person	No Batt. 2
Sunday	PM	E-1, T-21, E-41	3-person	No Batt. 2