

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

Tuesday, September 6, 2022 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Jay Dunston, Bellevue Christian Center, 1400 Harvell Drive.
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. (*) Acknowledge receipt of the June 14, 2022 Tree Board Minutes.
 2. (*) Approval of the August 16, 2022 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. Presentation on the 2022 2nd Quarter Report with Grow Sarpy. (Andrew Rainbolt)
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend the appointment of Greg Kimball to the Building Board of Review to serve a five-year term ending July 2027. (Mayor Hike)
 - b. (*) Recommend the appointment of Garrett Sims to the Bellevue Planning Commission to serve the remaining term of Dave Compton, who recently resigned, until August 2024. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4106: An ordinance to adopt the Annual Appropriations Bill. (Finance Director)
 1. Resolution No. 2022-23: A resolution to set the 2022-2023 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. 4106 and adopt the 2022-2023 Fiscal Year Budget. (Finance Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4107: Request to rezone the Irregular Westerly 724.67' of Tax Lot 11, located in the Northwest 1/4 of Section 14, and the Irregular Tract in the Northwest Corner of Tax Lot 12, located in the Southwest 1/4 of Section 14, except rights-of-way, all located in T13N, R13E, of the 6th P.M., Sarpy County, NE, from AG to ML for the purpose of industrial development. Applicant: HRC Development, LLC. Location: Fort Crook Road and Fairview Road. (Planning Manager)
 - b. Ordinance No. 4108: Request to amend Section 5.23, City of Bellevue Zoning Ordinance, regarding permitted uses in the BGM (Metropolitan General Business) zoning district regarding multi-family residential density. Applicant: Alex Perry. (Planning Manager)
 - c. Ordinance No. 4109: Request to rezone Lot 1, Roca De Salvacion Addition, being a replat of Lots 1, 2, and 3, Block 1, Vey's Hill Haven Addition and the South 40' of Lot 3, and all of Lots 4, 5, and 6, Block 2, Vey's Hill Haven Addition, together with half of vacated 37th Street

adjacent thereto, from BG and RS-72 to RS-72 for the purpose of a church. Applicant: Fortino Ramirez. General Location: 8806 S. 36th Street. (Planning Manager)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Recommend approval of Event Application for Greater Bellevue Area Chamber of Commerce/Bellevue Economic Enhancement Foundation for Nebraska's Official Veteran's Parade on Saturday, November 5, 2022, from 7:00 a.m. to 12:00 p.m., utilizing Mission Avenue to Franklin Street, ending at Washington Park. (City Clerk)

b. Request to approve the 2023-2028 Capital Improvement Plan. Applicant: City of Bellevue. (Planning Manager)

c. Request to final plat Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, Lots 12, 13, 16, 17, 19, 55A, 233 and 234, Fontenelle, and 1/2 of vacated Laurel Lane. Applicant: Hawkins & Strom Holdings, LLC. General Location: Martin Dr. and Ridgewood Dr./Martin Dr. and Ridgewood Ct. (Planning Manager)

15. RESOLUTIONS:

a. Resolution No. 2022-26: Request to declare as blighted and substandard Lot 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1, 2, and 3, Old Orchard Place III, Lots 4 and 5, High School View, and Tax Lot 8A, all located in the Southeast 1/4 of Section 22, T14N, R13E, Sarpy County, Nebraska. Applicant: Habitat for Humanity of Sarpy County, Inc. General Location: 10th Street and Kasper Street. (Planning Manager) **(Public Hearing Required)**

b. Resolution No. 2022-27: Request to approve the Redevelopment Plan for Lots 1 and 3, Civic Center Plaza Replat One. Applicant: Mercury Property Management, Inc. General Location: Washington Street and Mission Avenue. (Planning Manager) **(Public Hearing Required)**

c. Resolution No. 2022-28: A resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2022. (City Clerk)

16. CURRENT BUSINESS:

a. * Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehler or Sgt. Don Pleiss. (City Clerk)

b. +++ Approve the contract with Justin Thoms for Custom Farming approximately 40 acres at Highway 75 & Highway 34 in an amount not to exceed \$15,884.00. (Finance Director)

c. +++ Approve and authorize the Mayor to sign the Service Agreement with Leo Daly for the design work for the Bellevue Public Library required to renovate the Bellevue Professional Building located at 2206 Longo Drive, in an amount not to exceed \$366,875.00 plus reimbursable expenses up to \$1,000.00. (Public Works Director)

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:

a. Litigation Update and Discussions regarding Petition.

19. ADJOURNMENT

*5b1.
9/6/2022



City of Bellevue

June 14, 1022, 10am Tree Board minutes

Attendance: Joanne Langabee, Don Preister, Nancy Scott, Tom Mruz, and Scott Evans attended in person. Deborah Woracek, Jim Shada, and Craig Kimball were excused. We have one position open.

Jo reminded all to turn their volunteered time and mileage to Deborah.

Approve Minutes: Joanne Langabee asked if there any corrections to the previous month's meeting minutes. There being none, Don Preister motioned to approve the April minutes, all present members seconded the motion. All voted to approve. **Deborah will send in the FINAL minutes to the City of Bellevue for filing.**

Park Report: Jo attended a Parks Survey meeting. Don expressed concern that a new Parks Plan would not be implemented for at least a year. Jim was not here to explain, due to conflicts with Park duties.

Washington park carvings: The work will be resumed. It will be weather dependent. One carving is completed. Jo surveyed the newer planted trees, finding 3 dead and one other in poor shape. All are believed to be still under guarantee. **Jo will send a note to Jim for his analysis as well.**

Bellevue 411 articles: Scott reported he is working on more articles for our media platforms. The Board suggested articles on hot weather topics, such as watering, bagworms, tree and plant signs of stress, with what to do about them.

Bellevue Train Depot by the Sarpy County Museum: The caboose will be moved, which will destroy the large perennial/pollinator beds we maintain. It was suggested that the plants be potted up before the machinery destroys them so they can be replanted at another, to be determined location.

American heroes' Park: Jo noted one dead tree with the wire around the tree and burlap ball. Scott found information during the meeting that suggested the burlap was more of a factor than the wire in the tree death.

Tree inventory: is on track to be completely updated.

New Business: Mark Blackburn, Parks, suggested to Jo, that the Board get a grant for a fall planting of new trees in Baldwin and Thompson Parks.

Winter Projects: All are to bring ideas for possible winter projects to the next meeting, as well as suggestions for possible new members.

The meeting was adjourned at 11:30 am, with a unanimous vote.

Respectfully submitted,

Deborah L. Woracek, Secretary (from notes taken by Tom Mruz and Nancy Scott)

Draft agenda for August 9, 2022

Attendance

Volunteer Hours

Approve minutes of June 14th meeting

Parks Report – Jim

Tree watering

Zoo use of tree branches

Fall planting?

Old Business

Bellevue 411 – articles

Grants applied for, or, granted

Tree inventory

Winter Projects ideas/needs

Potential Board members

New Business

Arrows to Aerospace Parade, 8-20-22, Saturday 10 am with GB

Monthly timeline with duties

MINUTE RECORD

*5b2.
9/6/2022

Bellevue City Council Meeting, August 16, 2022, 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 16th of August 2022, at 5:30 p.m. Present were Council Members Rich Casey, 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/Sarpy Guide and News and posted 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 Andrew Diorio, Midlands Bible Baptist Church, 2407 Chandler Road East gave the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

Motion was made by Burns, seconded by McCaw, to approve the agenda.

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Burns, seconded by Preister, to approve the consent agenda consisting of the following items: Acknowledge receipt of the July 28, 2022 Planning Commission Minutes; Approval of August 2, 2022 City Council Minutes; Approval of August 9, 2022 Special Budget Hearing Meeting Minutes; Approval of Claims; Recommend reappointment of Mimi Janda to the Bellevue Housing Authority to serve a five-year term ending July 2027; Recommend reappointment of Ralph Gladbach to the Bellevue Bridge Commission to serve a six-year term ending July 2028; Recommend appointments of Keith Clark and Dave Seeba to the Civil Service Commission to serve five-year terms ending May 2027; Recommend reappointments of Thomas Kimball and Dan Downs (Alternate) to the Building Board of Review to serve five-year terms ending July 2027; Approve the Mayor to sign the Political Subdivision Addendum to permit the city to participate in the State of Nebraska's U.S. Bank Card Program; Approve and authorize the Mayor to sign a license agreement between the City of Bellevue and Level 3 Communications LLC; Request to approve a 30-day filing for the Lakewood West Phase 1 final plat, as per Section 4-11, Subdivision Regulations; and Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss.

Roll call vote to approve the consent agenda was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

Recommend to the Nebraska Liquor Control Commission (NLCC) to approve the application for a Class "IK" Liquor License to sell beer, wine, and distilled spirits, On Sale Only; change in name on the License to Famous Dave's Ribs Inc., dba "Famous Dave's" at 2015 Pratt Avenue, Bellevue, NE 68123; and Darius E. Robinson as Manager. (City Clerk)

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

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 Burns, to recommend to the Nebraska Liquor Control Commission (NLCC) to approve the application for a Class "IK" Liquor License to sell beer, wine, and distilled spirits, On Sale Only; change in name on the License to Famous Dave's Ribs Inc., dba "Famous Dave's" at 2015 Pratt Avenue, Bellevue, NE 68123; and Darius E. Robinson as Manager.

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

MINUTE RECORD

Bellevue City Council Meeting, August 16, 2022, Page 2

ORDINANCES FOR ADOPTION (Third Reading):

Ordinance No. 4104: Request to amend Ordinance No. 3619, City of Bellevue Zoning Ordinance, regarding minor text amendments for the purpose of updating staff titles, Article 2, Definitions, and miscellaneous section numbers. Applicant: City of Bellevue. (Planning Manager)

Ordinance No. 4104: An Ordinance of the City of Bellevue, Nebraska to adopt the Zoning Regulations and official zoning map for the City of Bellevue, Nebraska; to provide for the repeal of ordinances inconsistent herewith; and to provide when this ordinance shall be in full force and effect was read for the third and final time.

Motion was made by Welch, seconded by Burns, to approve Ordinance No. 4104. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Ordinance No. 4105: Request the City of Bellevue Subdivision Regulations, regarding minor text amendments for the purpose of updating staff titles. Applicant: City of Bellevue. (Planning Manager)

Ordinance No. 4105: An Ordinance to amend Ordinance No. 3704, Subdivision Ordinance, by changing staff titles and adopting definitions for such; to repeal such ordinance as heretofore existing; and to provide an effective date of the ordinance was read for the third and final time.

Motion was made by Cook, seconded by Welch, to approve Ordinance No. 4105. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING (Second Reading):

Ordinance No. 4106: An ordinance to adopt the Annual Appropriations Bill. (Finance Director)

Ordinance No. 4106: 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 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 application.

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

Mayor Hike stated the third reading of this ordinance will be heard at the Council meeting on September 6, 2022.

Resolution No. 2022-23: A resolution to set the 2022-2023 property tax request. (Finance Director)
(No Action Required at this Meeting)

ORDINANCES FOR INTRODUCTION: (First Reading) NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Request to final plat Lots 192 through 266, and Outlots I and J, Lakewood West being a platting of Tax Lot 14, and a replat of Outlot H, Lakewood West, all located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Woodsonia Lakewood West, LLC. General location: South 60th Street and Hwy 370. (Planning Manager)

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

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

Motion was made by Cook, seconded by McCaw, to approve request to final plat Lots 192 through 266, and Outlots I and J, Lakewood West being a platting of Tax Lot 14, and a replat of Outlot H, Lakewood West, all located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Woodsonia Lakewood West, LLC. General location: South 60th Street and Hwy 370. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approval of the First Amendment to the Lakewood West Subdivision Agreement.

Motion was made by Burns, seconded by McCaw, to approve the First Amendment to the Lakewood West Subdivision Agreement. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, August 16, 2022, Page 3

Request to approve the 2023-2028 Capital Improvement Plan. Applicant: City of Bellevue. (Planning Manager)

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

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

Motion was made by Cook, seconded by Welch, to table the request to approve the 2023-2023 Capital Improvement Plan until September 6th when Ordinance No. 4106 is voted on. Applicant: City of Bellevue.

Councilman Burns requested an update on the pavement project of Bellevue Boulevard North. Mr. Clark explained the city has a significant number of streets and bridges requiring repair. Mr. Bobby Riggs, Street Superintendent, compiles a list of the items which need to be taken care of. Mr. Riggs, along with Mr. Dunn, review the list together and review the cost associated with each project. The projects are prioritized as far as which ones are in immediate need of repair and which ones can be delayed. In the case of Bellevue Boulevard North, it is a road that requires attention. However, there are no major risk factors requiring this road be moved to a higher priority level. Discussion followed.

Councilwoman Welch stated her constituents should contact her with any questions.

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

Request to approve the Fort Crook Road Plan. Applicant: City of Bellevue. (Planning Manager)

Mr. Doug Clark mentioned Mr. Bisson was present on behalf of HDR to answer any questions.

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

Mr. Bruce Yoder, 522 Bellevue Boulevard North, commented he was in support of the project.

Councilman Cook questioned if the study includes major realignment of roads. Mrs. Tammi Palm, Planning Manager, explained this plan is a little different than the original plan. The idea is to work with the existing right-of-way to make it a multimodal transportation corridor. The traffic analysis provides information two or three vehicular lanes will be functional. Discussion followed on the vehicular lanes and BRT line. Discussion followed on the vehicular lanes, BRT lines, dedicated bike lane, and the right-of-way.

Conversation ensued on the main transition point at Fairview Road may be moved further south. This is something that will be reviewed.

Councilman Preister questioned if the east lanes would move farther to the west. There is a lot of space which is essentially drainage and could be utilized. Mrs. Palm mentioned there will be further study and review as the plan progresses.

Mayor Hike questioned if Metro is excited about the project.

Mr. Doug Bisson, 1917 S. 67th Street, Omaha, was present on behalf of HDR. He explained Metro is incredibly excited. They have an existing orbit line along Dodge Street. They are excited the right-of-way will allow for free-flowing transit. Discussion followed.

Councilwoman Welch questioned the last time the plan was presented. Mrs. Palm stated the original Fort Crook Road plan was done in 2008. Discussion followed.

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 Welch, seconded by Preister, to approve the Fort Crook Road Plan. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

RESOLUTIONS:

Resolution No. 2022-24: Approve and authorize the Mayor to sign a resolution adopting the Amended Bellevue Nebraska Economic Development Program Plan and submitting the same to the qualified electors of the City. (City Administrator/Community Development Director)

Motion was made by Burns, seconded by Cook, to approve Resolution No. 2022-24: Approve and authorize the Mayor to sign a resolution adopting the Amended Bellevue Nebraska Economic Development Program Plan and submitting the same to the qualified electors of the City. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, August 16, 2022, Page 4

Resolution No. 2022-25: Bond Reimbursement FY 2023 - to preserve the City's flexibility in financing capital improvements. (Finance Director)

Motion was made by Welch, seconded by Casey, to approve Resolution No. 2022-25: Bond Reimbursement FY 2023 - to preserve the City's flexibility in financing capital improvements. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS:

Approve recommendation of Proposal #1, Christensen Excavating Co., for the demolition of the structure(s) located at 1014 Grenoble Drive, including water and sewer disconnects, inspection and removal of all asbestos found, and after removal of all debris, filling the foundation hole with clean fill dirt and leaving the lot in a graded, seeded and safe condition, in an amount not to exceed \$14,200. (Chief Building Inspector)

Motion was made by Cook, seconded by Welch, to approve recommendation of Proposal #1, Christensen Excavating Co., for the demolition of the structure(s) located at 1014 Grenoble Drive, including water and sewer disconnects, inspection and removal of all asbestos found, and after removal of all debris, filling the foundation hole with clean fill dirt and leaving the lot in a graded, seeded and safe condition, in an amount not to exceed \$14,200. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Recommendation to approve the Contract with Coldspring to purchase a columbarium for the city cemetery, in an amount not to exceed \$149,789. (Public Works Director)

Motion was made by Burns, seconded by McCaw, to recommend to approve the Contract with Coldspring to purchase a columbarium for the city cemetery, in an amount not to exceed \$149,789. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Permanent and Temporary Construction and Maintenance Easements of sanitary sewer over part of Lot 3, Paradise Park and approve the filing and recording of the same, in an amount not to exceed \$10,000. (Public Works Director)

Motion was made by Burns, seconded by Welch, to approve and authorize the Mayor to sign the Permanent and Temporary Construction and Maintenance Easements of sanitary sewer over part of Lot 3, Paradise Park and approve the filing and recording of the same, in an amount not to exceed \$10,000. Roll call vote to approve was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign an Agreement with Alfred Benesch and Company for Engineering Services on Mission Ave. Streetscaping and Reconstruction Design, in an amount not to exceed \$219,374. (Public Works Director)

Motion was made by Burns, seconded by McCaw, to approve and authorize the Mayor to sign an Agreement with Alfred Benesch and Company for Engineering Services on Mission Ave. Streetscaping and Reconstruction Design, in an amount not to exceed \$219,374.

Councilman Burns requested a brief description for the public interest what they can expect with this agreement. Mr. Doug Clark explained Mission Avenue is being considered for redevelopment. As the redevelopment occurs, the infrastructure in that part of town needs to be reassessed. This agreement will assess the infrastructure and the road to handle the redevelopment. Councilman Burns clarified the current infrastructure can handle the traffic. Mr. Clark replied yes.

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

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (Monthly Report is given at the first Council Meeting of each month - August report will be attached to the September 6th Council Packet.)

Councilman Cook requested Mr. Ristow provide a description of the redevelopment on Mission Avenue. Mr. Ristow stated the developer will have a groundbreaking ceremony on Thursday to announce the development and the public is invited.

Councilman Burns initiated conversation on the streetscape renditions. Discussion followed.

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Cook, seconded by Welch, the meeting was adjourned at 6:12 p.m. Roll call vote on motion to adjourn was as follows:

MINUTE RECORD

Bellevue City Council Meeting, August 16, 2022, Page 5

Casey, Cook, McCaw, Preister, Burns and Welch voted yes; voting no: none; Absent: None. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on August 16, 2022; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

*6.
9/6/2022

CLAIMS FOR SEPTEMBER 6, 2022

PAGE 1

MAYOR

AMAZON.COM, LLC	DESK CADDY	13.99
AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	46.78
CANTH AWARDS	CPS-JEWEL OF BELLEVUE AWARD	99.00
LEAGUE OF NEBRASKA MUNICIPALITIES	LEAGUE CONFERENCE REGISTRATIONS	423.00
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	4.44
		\$ 587.21

CITY ADMINISTRATION

ABM PARKING, EPPLEY	CPS-PARKING FOR CONFERENCE	52.50
AMAZON.COM, LLC	DESK CADDY (2)	27.98
AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	93.56
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	138.20
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	102.16
COURTYARD BY MARRIOTT	CPS-LODGING FOR CONFERENCE-ELBERT	381.94
EDREAMS	CPS-CREDIT FOR FRAUD FROM LAST MONTH	(239.09)
IDEAL PURE WATER COMPANY	BOTTLED WATER	63.90
LEAGUE OF NEBRASKA MUNICIPALITIES	LEAGUE CONF REGISTRATIONS	423.00
METROPOLITAN UTILITIES DIST	2022/07/07-08/04 MONTHLY SERVICE	25.59
OMAHA PUBLIC POWER DISTRICT	2022/07/10-08/10 MONTHLY SERVICE	550.38
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	90.72
SIXT RENT A CAR, LLC	CAR RENTAL	29.33
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	136.53
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	8.87
		\$ 1,885.57

CITY COUNCIL

DON PREISTER	REIMBURSE FOR INTERNET-AUG 2022	59.99
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	81.04
		\$ 141.03

LEGAL

AMAZON.COM, LLC	CPS-OFFICE SUPPLIES	65.65
AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	93.56
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	24.39
DROP BOX	CPS-CASE MANAGEMENT	19.99
MARK GOOD	LEGAL FEE	28.87
METROPOLITAN UTILITIES DIST	2022/07/07-08/04 MONTHLY SERVICE	4.52
OMAHA PUBLIC POWER DISTRICT	2022/07/10-08/10 MONTHLY SERVICE	97.13
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	60.48
SARPY COUNTY COURT	SARPY COUNTY COURT CLAIM	34.00
SARPY COUNTY COURT DISTRICT	APPEAL FEE-MAIN ST PROP VS COB	204.00
SHARON DREW-GOOD	LEGAL FEE	28.87
TRADEMARK	CPS-NEW CITY LOGO	250.00
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	8.87
		\$ 920.33

CABLE ADVISORY

ADOBE CREATIVE SOFTWARE	CPS-ADOBE SOFTWARE RENEWAL	1,091.27
AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	46.78
B & H PHOTO-VIDEO	CPS-ROLLING CAMERA BAG	228.70
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	121.94
METROPOLITAN UTILITIES DIST	2022/07/07-08/04 MONTHLY SERVICE	22.58
OMAHA PUBLIC POWER DISTRICT	2022/07/10-08/10 MONTHLY SERVICE	485.63
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	60.48
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	4.44
		\$ 2,061.82

CITY CLERK

BELLEVUE PUBLIC SCHOOLS	LIQUOR & TOBACCO LICENSE FEES THRU 2022/05/31	15,102.50
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	211.36
GRETNA GUIDE & NEWS	LEGAL AD	1,396.91
METROPOLITAN UTILITIES DIST	2022/07/07-08/04 MONTHLY SERVICE	39.15
OMAHA PUBLIC POWER DISTRICT	2022/07/10-08/10 MONTHLY SERVICE	841.75

MINUTE RECORD

CLAIMS FOR SEPTEMBER 6, 2022

PAGE 2

CITY CLERK (cont'd)

OMAHA PUBLIC SCHOOLS	LIQUOR & TOBACCO LICENSE FEES THRU 2022/05/31	2,880.00
PAPILLION/LA VISTA SCHOOLS	LIQUOR & TOBACCO LICENSE FEES THRU 2022/05/31	3,105.00
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	60.48
		<u>\$ 23,637.15</u>

FINANCE/RISK MANAGEMENT

AICPA DUES PROCESSING	CPS-RENEW MEMBERSHIP-SEVERSON	315.00
AMAZON.COM, LLC	OFFICE SUPPLIES	414.86
AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	93.56
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	178.84
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	249.40
HANEY SHOE STORE	SAFETY SHOES-GAMMEL, SHELDON	369.99
INDOFF	COPY PAPER	499.90
LEAGUE OF NEBRASKA MUNICIPALITIES	LEAGUE CONFERENCE REGISTRATIONS	423.00
METROPOLITAN UTILITIES DIST	2022/07/07-08/04 MONTHLY SERVICE	33.12
OMAHA PUBLIC POWER DISTRICT	2022/07/10-08/10 MONTHLY SERVICE	712.25
QUADIANT FINANCE USA, INC	2022/06/30 POSTAGE REFILL ACCT 8000 6541	2,000.00
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-C RUSH	188.99
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	211.68
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	4.44
		<u>\$ 5,695.03</u>

LIBRARY

ABE BOOKS	CPS-BOOKS	33.39
AFFORDABLE LIBRARY	CPS-DVD CASES	302.90
AMAZON.COM, LLC	VIDEOS, BOOKS, PROGRAM SUPPLIES, MONEY BAGS, OFFICE SUPPLIES	4,453.70
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	36.07
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	231.24
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	162.79
CHOOSECO LLC	CPS-CREDIT-BOOKS	(98.89)
INGRAM LIBRARY SERVICES	BOOKS	1,596.87
J P COOKE COMPANY	NOTARY STAMPS	80.50
LIBRARY IDEAS	BOOKS	410.55
METROPOLITAN UTILITIES DIST	2022/07/08-08/03 MONTHLY SERVICE	117.09
MICHELLE BULLOCK	REIMB FOR PROGRAM SUPPLIES	226.62
NEBRASKA LIBRARY ASSOCIATION	2022 NLA CONFERENCE	270.00
NEBRASKA LIBRARY ASSOCIATION	RENEW NLA MEMBERSHIPS	30.00
QUADIANT FINANCE USA, INC	LIBRARY POSTAGE REFILL 2022/07/07	600.00
QUADIANT LEASING USA, INC	POSTAGE METER LEASE 2022/09/08-2022/12/07	176.46
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	241.92
SHEIN	CPS-PROGRAM SUPPLIES	32.10
VERIZON WIRELESS	2022/06/17-07/16 MONTHLY SERVICE	400.10
WALMART COMMUNITY	CPS-PROGRAM SUPPLIES	31.88
		<u>\$ 9,335.29</u>

ADMINISTRATIVE SERVICES

AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	140.34
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	138.20
IDEAL PURE WATER COMPANY	BOTTLED WATER	33.50
INTEGRATED REHAB	PHYSICALS, DRUG SCREENS	560.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	77.43
METROPOLITAN UTILITIES DIST	2022/07/07-08/04 MONTHLY SERVICE	25.59
OMAHA PUBLIC POWER DISTRICT	2022/07/10-08/10 MONTHLY SERVICE	550.38
PETTY CASH - FINANCE	POSTAGE-A DECKER	6.60
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	241.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	3,675.73
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	4.44
		<u>\$ 5,454.13</u>

MINUTE RECORD

CLAIMS FOR SEPTEMBER 6, 2022

PAGE 3

CODE ENFORCEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES, FLASH DRIVES	220.63
AaLL ABOUT TREES	TREE REMOVAL 2716 LILLIAN	2,400.00
AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	434.10
BELLEVUE PRINTING COMPANY	ENVELOPES, FORM ZP PADS	594.85
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	3.99
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	117.62
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-KUHLMAN	290.00
METROPOLITAN UTILITIES DIST	2022/07/06-08/04 MONTHLY SERVICE	12.77
OMAHA PUBLIC POWER DISTRICT	2022/07/10-08/10 MONTHLY SERVICE	165.91
PCS MOBILE	VPN LIC FOR ACCESS TO SARPY COUNTY	660.00
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	211.68
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,009.75
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	17.74
		\$ 6,139.04

PUBLIC WORKS

AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	347.28
AVI SYSTEMS	BPW 211022 PLANNING DEPT, TRAINING ROOM	22,490.92
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	6.70
CARAHSOFT TECHNOLOGY CORPORATION	OPEN ROADS, CULVERT, FLOWMASTER SUBSCRIPTIONS	8,391.00
CARHARTT, INC	CPS-HI VIS SHIRTS	(2,408.12)
COMMERCIAL SOLUTIONS INSURANCE	TWO NOTARY BONDS	80.00
COURTYARD BY MARRIOTT	CPS-LODGING FOR CONFERENCE-CLARK	381.94
HOTEL AND LEISURE ADVISORS, LLC	WATERPARK FEASIBILITY & IMPACT STUDY - 50%	24,250.00
IKEA	CPS-UNIFORM BAGS	94.82
INDOFF	COPY PAPER	99.98
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	131.89
METROPOLITAN UTILITIES DIST	2022/07/06-08/04 MONTHLY SERVICE	21.45
OMAHA PUBLIC POWER DISTRICT	2022/07/10-08/10 MONTHLY SERVICE	278.62
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	181.44
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	35.48
		\$ 54,383.40

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING -AUG 2022	5,332.00
AMAZON.COM, LLC	DOG WASTE ROLL BAGS	168.29
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	1,892.00
AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	46.78
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	72.14
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	14.28
CROW LAWN CARE LLC	MOWING, CLEANUP	4,250.00
J & J SMALL ENGINE SERVICE	SPEED FEED HEADS, BLADE FIXTURE, CLAMP	379.57
LOGAN CONTRACTORS SUPPLY	SNAP HANDLE, FLOATS, SNAP CONNECTOR, FINISH BROOM	623.04
MENARDS	REBAR, CONCRETE, RIVER ROCKS, GRASS, SPRAYER	276.64
METROPOLITAN UTILITIES DIST	2022/07/03-08/10 MONTHLY SERVICE	24,878.58
NATIONAL RECREATION PARK ASSOCIATION	CPS-REGISTRATION FOR PLAYGROUND CERTIFICATION-BLACKBURN, MARSHALL	1,250.00
NMC GROUP, INC	HAMMER ATTACHMENT	8,540.00
PRECISE MRM LLC	FLAT DATA PLAN	750.00
READY MIXED CONCRETE COMPANY	CONCRETE-12101 TIMBER RIDGE	5,604.03
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	332.64
SITEONE LANDSCAPE SUPPLY	HERBICIDE, WASP SPRAY, FERTILIZER, PRESSURE WASHER	5,045.08
TY'S OUTDOOR POWER & SERVICE	ARMREST KIT	178.95
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	4,900.22
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	13.31
WESTLAKE ACE HARDWARE	SNAP LINKS-THOMPSON	24.98
		\$ 64,572.53

MINUTE RECORD

CLAIMS FOR SEPTEMBER 6, 2022

PAGE 4

RECREATION

AMAZON.COM, LLC	PLASTIC ICE BAGS WITH DRAW STRINGS	19.45
AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	93.56
DICK'S CLOTHING AND SPORTING GOODS	CPS-BASEBALL/POOL EQUIPMENT	1,095.69
DILLONS CUSTOMER CHARGES	CPS-CONCESSION SUPPLIES	132.47
JIMMY STRAWN	REFUND POOL PARTY DEPOSIT	75.00
KALEIGH FORD	REFUND SOCCER REGISTRATION	35.00
MENARDS	CARPET	619.20
METROPOLITAN UTILITIES DIST	2022/07/07-08/05 MONTHLY SERVICE	212.46
MIDWEST IMPRESSIONS	BASEBALL T-SHIRTS, YOUTH JERSEYS	3,176.65
PETTY CASH - FINANCE	VEHICLE TITLE	15.00
PRIMA DISTRIBUTION	CPS-CONCESSION SUPPLIES	64.70
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	60.48
SAM'S CLUB DIRECT	SAM'S CLUB PYMT-08/20/22 STMT	629.26
SHELBI MCDANIEL	REFUND SPRING SOCCER	15.00
TY'S OUTDOOR POWER & SERVICE	POWER RAKE	8,272.20
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,247.54
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	13.31
		\$ 15,776.97

BUILDING MAINTENANCE

AMAZON.COM, LLC	POST GATE HINGES, EXIT SIGNS, HOSE REEL	592.29
AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	140.34
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	479.28
CARPENTER PAPER CO	JANITORIAL SUPPLIES	869.50
INTERSTATE POWER SYSTEMS, INC	GENERATOR MAINTENANCE-FLEET	1,562.84
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	132.36
MENARDS	CONCRETE MIX, REBAR, PLANTS, TOOLS, CLEANING SUPPLIES	580.47
METROPOLITAN UTILITIES DIST	2022/07/07-08/04 MONTHLY SERVICE	334.40
MMC MECHANICAL CONTRACTORS, INC	OFFICE NOT COOLING, BOILER #2 NOT RUNNING	1,196.50
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	272.16
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING-AUG 2022	368.81
STANDARD HEATING & A/C	CONDENSATE PUMP-GOLDENROD PARK	391.68
SUPER BRIGHTS LEDS, INC	CPS-ADJUSTABLE LED WALL LIGHT	538.46
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	955.24
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE-AUG 2022	512.06
TRICO MECHANICAL SERVICES	INSTALL HEAT PUMP-HANCOCK ST, AC SERVICE AT STREET	6,600.50
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	887.79
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	4.44
VOSS LIGHTING	JANITORIAL SUPPLIES	178.80
WESTLAKE ACE HARDWARE	MOUSE TRAP, MULCH, GLOVES, THREADLOCKER, RAKES	192.34
		\$ 16,790.26

CEMETERY

AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	46.78
BELLEVUE MEMORIAL CHAPEL	REPLACE DAMAGED MARKER	595.00
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	36.07
COLDSPRING GRANITE COMPANY	CEMETERY COLUMBARIUM	100,000.00
METROPOLITAN UTILITIES DIST	2022/07/08-08/05 MONTHLY SERVICE	98.68
NEW COM TECHNOLOGIES	LICENSE AGREEMENT 2022/7/1-2023/6/30	650.00
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	375.00
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	90.72
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	464.11
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	4.44
WESTLAKE ACE HARDWARE	MARKING PAINT, NICHE SUPPLIES	81.95
		\$ 102,442.75

MINUTE RECORD

CLAIMS FOR SEPTEMBER 6, 2022

PAGE 5

STREETS

AMAZON.COM, LLC	REPLACEMENT BATTERY	56.37
AMERICAN CONCRETE PRODUCTS CO	CONCRETE	7,200.00
AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	233.81
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	122.68
BURRELL ENTERPRISES, LLC	BPW-220104 2022 CONCRETE PROJECTS TO 2022/8/20	223,778.38
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	15.68
CONCRETE SUPPLY, INC	CONCRETE	873.00
DON GILLESPIE COUNSELING	SAP EVALUATION	500.00
HDR ENGINEERING, INC	BPW-MISC 22 BRIDGE INV PROG 2022/6/27- 2022/7/30	27,925.00
HGM ASSOCIATES INC	BPW-211224 BRIDGE REP HARLAN THRU 2022/8/15	6,847.31
JAMES DILLON	REIMB FOR CDL LICENSE	64.00
JEO CONSULTING GROUP, INC	BPW-220106 GILMORE LAKE RD IMPROVEMENTS THRU 2022/08/05	9,325.00
LEE CONSTRUCTION INC	BPW-210312 MUD CREEK STABILIZATION TO 2022/8/20	4,024.10
LOGAN CONTRACTORS SUPPLY	SEALANT, STAKES, TURN BUCKLE, WATER WAX	50,511.80
MENARDS	TAPE, LUMBER CRAYON, TOOLS, SUPPLIES	700.01
METROPOLITAN UTILITIES DIST	2022/05/09 STRUCK GAS LINE 5311 EMILINE	1,934.22
MID-AMERICAN SIGNAL	CABINET FANS, POLICE HAND FANS	350.00
OMAHA PUBLIC POWER DISTRICT	2022/06/29-08/10 MONTHLY SERVICE	1,353.39
OMNI	ASPHALT	1,788.30
PRECISE MRM LLC	FLAT DATA PLAN	1,275.00
READY MIXED CONCRETE COMPANY	CONCRETE	53,101.40
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	816.48
RHOMAR INDUSTRIES	STRIPE-OFF	425.03
SHERWIN WILLIAMS CO	FAST DRY WHITE PAINT	1,689.00
SWAIN CONSTRUCTION, INC	GREGG RD IMPROVEMENTS	152,712.02
SWAIN CONSTRUCTION, INC	BPW 171101 GREGG RD TO 2022/8/23	45,184.34
TRISTAR	WORK COMP FUNDING-JUL 2022	2,380.05
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	5,184.35
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	17.74
WESTLAKE ACE HARDWARE	SPRAYER	19.99
		\$ 600,408.45

FLEET MAINTENANCE

911 CUSTOM, LLC	LED EMITTER FOR NEW ENG1	1,303.31
AA WHEEL & TRUCK SUPPLY, INC	TOP WIND JACK	86.37
ALLIED OIL & SUPPLY COMPANY	BULK OIL	1,468.80
AMAZON.COM, LLC	USB CHARGER, TV, MIRROR, SPRING RECOIL	616.64
AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	46.78
AUTO VALUE PARTS - SOUTH OMAHA	ALTERNATOR, CORE, BLADES, FILTERS, CLIMATE MODULE, STEERING STABILIZERS, CLUTCH	862.46
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, LIQUID WRENCH, BRAKE PARTS, FITTINGS, BRAKLEEN, COUPLINGS	1,811.58
AUTOZONE, INC	CABIN FILTER	14.49
BAUER BUILT TIRE & SERVICE	WHEEL BALANCE, TIRES	2,223.30
BAXTER CHRYSLER DODGE JEEP RAM	GASKET	71.10
BAXTER FORD	MOULDING, FILTERS, STARTER, SENSORS, THERMOSTAT, SEPARATORS, SHAFT	2,667.87
BEARDMORE CHEVROLET	SEAL, FITTINGS, ACTUATOR, GASKETS	134.96
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	52.15
BOBCAT OF OMAHA	JACK FOR BROOM, TIRES	1,503.96
CAPE TRUCK TOPPER	FLOOR MATS	184.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	24.15
CORNHUSKER INTERNATIONAL TRUCKS	BREATHER KIT, FILTERS, CLAMPS, TANK, SENSORS, CARTRIDGES	3,094.77
CUMMINS SALES AND SERVICE	CLAMP, V-BAND, SEAL	42.40
DANIEL KWASNIEWSKI	REIMB FOR CDL FEES	64.00
DANKO EMERGENCY EQUIPMENT	BRASS WATER VALVES	984.87
DULTMEIER SALES LLC	POLY ELBOW, BANJO VALVE	63.30
ELKHART BRASS MFG CO	REBUILD PISTON INTAKE VALVE	990.27
EXCELLANCE, INC	HD DOOR SPRING	66.28

MINUTE RECORD

CLAIMS FOR SEPTEMBER 6, 2022

PAGE 6

FLEET MAINTENANCE (cont'd)

FACTORY MOTOR PARTS CO	FILTERS, FUEL INJECTOR SENSOR, OXYGEN SENSOR	114.92
GRAINGER	GLOVES	20.28
HENDERSON PRODUCTS, INC	SPINNER BRACKETS, FLOWMETER SENSOR	460.37
IDEAL PURE WATER COMPANY	BOTTLED WATER	94.00
INDOFF	OFFICE SUPPLIES	482.59
INLAND TRUCK PARTS CO	DRAIN PLUG, BOLTS, DUST SHIELDS	416.49
INSTRUMENT SALES AND SERVICE	CPS-PRESSURE SWITCH	73.81
INTERSTATE BATTERIES	BATTERIES	1,197.65
J & J SMALL ENGINE SERVICE	ANTI SCALP ROLLERS, PUMP SEAL KIT	355.88
JIM HAWK TRUCK TRAILERS	IP CARTRIDGES, CLEVIS KITS, MERITOR, CORE	2,657.72
JONES AUTOMOTIVE	16 INCH FAN, PRESSURE SWITCH	493.63
KRIHA FLUID POWER CO	HOSE ASSY, SPRING GUARD, SWIVEL PIPE, O-RINGS, FITTINGS	621.39
LAMPE'S CLEAN AIR SPECIALISTS	FOAM AIR FILTERS	65.88
LEACH CAMPER SALES	SEALER	26.78
MATHESON TRI-GAS INC	WELDING SUPPLIES	237.10
MENARDS	CABLE CLAMPS, PLYWOOD, DRILL BITS, CLEANING SUPPLIES, AIR REGULATOR	737.98
METROPOLITAN UTILITIES DIST	2022/07/07-08/04 MONTHLY SERVICE	122.36
MMLJ, INC	CPS-BLAST RESPIRATOR KIT	1,460.89
NAPA AUTO PARTS	FILTERS, GLOVES, COMPRESSOR, BELT, AXLE KITS, THROTTLE, PARTS	3,628.56
NEBRASKA IOWA INDUSTRIAL FASTENERS	GREEN CABLE, DRILL BITS, SUPPLIES, CLEVIS PINS	249.52
NORTHERN AUTO PARTS	HEAD SET & HEAD BOLT SET FOR P0618	234.38
NORTHERN AUTO PARTS	CREDIT-HEAD BOLT SETS	(51.98)
NORTHERN TOOL & EQUIPMENT	CRUSHED GLASS BLAST	218.75
PEERLESS ENERGY SYSTEMS, LLC	CRUSHED GLASS	889.00
POWERPLAN	BREATHER, FILTER KIT	143.66
RADIATOR DEPOT	COMPREX-CHEV IMPALA	268.00
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	453.60
ROGER'S TOWING	TOW CHARGE	80.00
ROSE EQUIPMENT	HEATING OIL, LED LIGHT, THERMOCOUPLE	1,215.48
STATE STEEL	HOT ROLLED STEEL	461.00
TOOL SHED OF OMAHA	DRILL BITS, GREASE GUN	242.17
TOYNE, INC	TURBO TUBE, GASKET EXHAUST, CLAMP, DOOR HANDLE, TOP MOUNT CONTROL	2,719.65
TRUCK CENTER COMPANIES-OMAHA	MIL LIGHT ON - ASSESSMENT	340.40
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,154.72
VARI SALES CORPORATION	CPS-OFFICE FURNITURE, MONITOR	787.50
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	410.82
WATEROUS COMPANY	PRIMER PUMP ASSY & VALVE CONVERSION KIT	3,349.56
WENGERS OF MYERSTOWN	CPS-ENGINE SIDE PANELS	1,607.68
		<u>\$ 46,420.00</u>

SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEES-JULY 2022	327,010.40
PAPILLION SANITATION	GLASS RECYCLING	341.49
		<u>\$ 327,351.89</u>

PLANNING

AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	46.78
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	6.06
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	58.04
GRETNA GUIDE & NEWS	LEGAL AD	30.29
METROPOLITAN UTILITIES DIST	2022/07/06-08/04 MONTHLY SERVICE	19.40
OMAHA PUBLIC POWER DISTRICT	2022/07/10-08/10 MONTHLY SERVICE	252.02
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	90.72
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	4.44
		<u>\$ 507.75</u>

MINUTE RECORD

CLAIMS FOR SEPTEMBER 6, 2022

PAGE 7

PERMITS & INSPECTIONS

AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	280.68
BELLEVUE PRINTING COMPANY	INSPECTION STICKERS & BUSINESS CARDS	715.00
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	8.10
CASTLEBRIDGE HOMES	REFUND PERMIT FEES FROM 2018-UNBUILDABLE LOT	2,695.72
METROPOLITAN UTILITIES DIST	2022/07/06-08/04 MONTHLY SERVICE	25.92
OMAHA PUBLIC POWER DISTRICT	2022/07/10-08/10 MONTHLY SERVICE	336.73
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	241.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,455.71
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	26.61
		\$ 5,786.39

POLICE

ACCESS DATA GROUP	MAINTENANCE/LICENSE RENEWAL	2,518.88
AIR CLEANING SPECIALISTS, INC	CPS-RUBBER HOSE, ADAPTER, CLAMP	478.32
AMAZON.COM, LLC	MULTI TOOL, OFFICE SUPPLIES, FIRST AID SUPPLIES, FIREARM TRAINING SIMULATOR, REPLACEMENT SMOKE TUBES, BATTERIES	1,685.08
ANDERSON FORD	2022 FORD MUSTANG-REPLACE UNIT 607	48,595.00
A-RELIEF SERVICES	PORTABLE RESTROOMS-RANGE	128.00
AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	4,447.20
AVIS RENT-A-CAR	CPS-RENT A CAR-LAMPMAN	530.17
BELLEVUE ANIMAL HOSPITAL	VET VISITS-MAX AND ROZCO	566.32
BENEFIT PLANS	POLICE PENSION-MD, JG, MG	8817.56
BERLA CORPORATION	MAINTENANCE/LICENSE RENEWAL	2,800.00
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	143.48
BOUND TREE MEDICAL, LLC	CPR POCKET MASKS	375.72
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	287.60
CARHARTT, INC	CPS-K9 SWEATHSHIRTS	269.94
CELLEBRITE USA CORP	INSPECTOR LICENSE/SUBSCRIPTION	2,000.00
CELLEBRITE USA CORP	UFD MAINTENANCE/LICENSE	2,898.08
CLYDE ARMORY	SNIPER CARRY SLING, BIPOD ADAPTER, RIFLES, SCOPE COVERS	3,680.00
CODY ALBRECHT	REIMB EXP FOR BIKE CLASS	146.84
CORNHUSKER AUTO WASH	CARWASH SERVICE	15.00
DATAPILOT, INC	MAINTENANCE/LICENSE RENEWAL	3,540.00
DIGITAL INTELLIGENCE, INC	UFRED COMPUTER SYSTEM, FORENSIC STATIONS	22,805.11
DILLON BROTHERS H-D BUELL	CPS-TRAINING-MEYERS	295.00
DYLAN CASS	REIMB FOR WIPER BLADES	15.40
EMBASSY SUITES	CPS-LODGING FOR TRAINING-GRUBB, LAMPMAN	1,635.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-JULY/AUG/SEP 2022	1,671.34
EXPEDIA	CPS-TRAVEL FOR TRAINING-CLARY	379.98
FBI LEEDA	CPS-TRAINING (EMP)	4,170.00
FEDERAL EXPRESS CORPORATION	SHIPPING CHARGES	77.00
FERNICO LLC	SOFTWARE MAINTENANCE 2022/11/11-2023/11/11	750.00
GALL'S, LLC	CPS-UNIFORMS	2,171.58
GREAT PLAINS UNIFORMS	UNIFORM PANTS-PAULSEN	2,773.71
HARD HAT VETERANS	CPS-HELMET FOR K9 HANDLER	544.50
HITOUCH BUSINESS SERVICES	COPY PAPER	690.41
HOLIDAY INN	CPS-LODGING FOR TRAINING-VEST	554.40
IDEAL IMAGES, INC	UNIFORMS FOR NEW RECRUITS	240.50
JACKSON SERVICES, INC	DOOR MAT SERVICE	243.08
JO DONS	K9 SCREENPRINT	90.00
JULIE COOMBS	MATH PREPARATION CLASS FOR TESTING	200.00
KEN CLARY	REIMB TRAINING EXPENSES	123.03
KIRK MEYER	PER DIEM FOR TRAINING	206.50
LAFAYETTE INSTRUMENT CO	CPS-POLYGRAPH EQUIPMENT REPAIR	135.00
LENS EQUIPMENT	RENEW GPS TRACKER DATA SERVICE TO 2023/8/3	499.00
LP POLICE	LOCATE PLAN FEE-JUL 2022	129.95
MAGNET FORENSICS	AXION MAINTENANCE/RENEWAL 2022/11/1-2023/10/31	8,640.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	303.19

MINUTE RECORD

CLAIMS FOR SEPTEMBER 6, 2022

PAGE 8

POLICE (cont'd)

METROPOLITAN UTILITIES DIST	2022/07/06-08/04 MONTHLY SERVICE	459.38
MID-AMERICAN SIGNAL	CABINET FANS, POLICE HAND FANS	690.00
MIDLANDS PRINTING	BUSINESS CARDS-BELTZ	130.00
MID-STATES ORGANIZED CRIME INFORMATION CENTER	CPS-TRAINING-CLARY	295.00
MODERN IMAGING SOLUTIONS, INC	NITRILE GLOVES	1,129.45
MOTOROLA SOLUTIONS, INC	BODY CAMERAS	5,370.00
MSAB INCORPORATED	XYZY MAINTENANCE/LICENSE RENEWAL	3,735.00
MYZONE, INC	CPS-HEART MONITORS	364.00
NAT'L ASSOCIATION OF SCHOOL RESOURCES OFFICERS	CPS-MEMBERSHIP DUES-BANKS	40.00
NATIONAL ASSOCIATION OF TOWN WATCH NEBRASKA LAW ENFORCEMENT TRAINING CENTER	NATIONAL NIGHT OUT T-SHIRTS	1,702.10
OMAHA PUBLIC POWER DISTRICT	CPS-RECIPROCITY TRAINING (3)	600.00
OPEN TEXT, INC	2022/07/10-08/10 MONTHLY SERVICE	5,967.27
PETTY CASH - FINANCE	ENCASE MAINTENANCE	2,829.77
RELIANCE INSURANCE	PADLOCKS-K EIDENMILLER	38.46
RITE IN THE RAIN	DENTAL INSURANCE-AUG 2022	3,851.36
SECURITY EQUIPMENT	NOTEBOOKS	135.20
SHARP IMAGE INC	CAMERA SYSTEM UPGRADE	15,013.20
T-MOBILE USA, INC	WINDOW TINTING-UNIT 107 AND 128	450.00
TRISTAR	SEARCH WARRANT FEE	50.00
TYLER BROM	WORK COMP FUNDING-JUL 2022	8,747.73
US BANK VOYAGER FLEET SYSTEMS	SUPLIES FOR BIKE CLASS	66.01
U.S. CELLULAR	FUEL FOR CITY VEHICLES	20,321.07
USIQ OPTICS PLANET, INC	2022/07/04-08/03 MONTHLY SERVICE	1,123.05
VELOCITY SYSTEMS, LLC	HOLSTERS	962.69
VERIZON WIRELESS	TACTICAL VESTS	4,157.00
VITKOS	2022/06/24-07/23 MONTHLY SERVICE	2,120.57
	CPS-UNIFORMS	1,022.65
		\$ 214,637.83

FIRE & RESCUE

AMAZON.COM, LLC	EMT MANUALS/SUPPLIES, OFFICE SUPPLIES, BOOTS, HOVERCRAFT SUPPLIES	1,428.90
AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	1,882.94
BELLEVUE PRINTING COMPANY	BUSINESS CARDS, AWARDS	596.00
BLACK HILLS ENERGY	2022/06/30-08/01 MONTHLY SERVICE	262.62
BLUE VALLEY PUBLIC SAFETY	REPLACEMENT SIREN HEADS	4,799.50
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	3,011.12
CLIA LABORATORY	YEARLY LABORATORY FEES	180.00
COURTYARD BY MARRIOTT	CPS-LODGING FOR INCOMINT INSTRUCTOR-HENRY	225.60
CREIGHTON UNIVERSITY	TUITION-MCCONNELL, O'BRIEN, SPENCER	4,300.00
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
FAMOUS DAVES OF AMERICA	CPS-CATERING-CPT'S ASSESSMENT	180.00
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS	RENEW MEMBERSHIP-ROHLFING	490.00
INTERSTATE POWER SYSTEMS, INC	GENERATOR MAINTENANCE-ALL STATIONS	4,560.73
JO DONS	CITATION AWARDS AND HOLDERS	2,145.00
METROPOLITAN UTILITIES DIST	2022/07/06-08/04 MONTHLY SERVICE	2,272.89
MICHAEL DINEEN	ASSESSOR TESTING FEES	200.00
PCS MOBILE	WEBCAM COMPUTER AND EQUIPMENT	8,984.86
RELIANCE INSURANCE	DENTAL INSURANCE-AUG 2022	2,792.96
ROMA ITALIAN RESTAURANT	CPS-MEALS-CPT'S ASSESSMENT	40.63
ROMEO'S ITALIAN RESTAURANT	CPS-MEALS-CPT'S ASSESSMENTS	83.43
SANDRY FIRE SUPPLY, LLC	CAPTAINS HELMETS	906.00
SECURITY EQUIPMENT	COMMERCIAL SVC AGREEMENT 2022/9/1-2022/8/31	8,346.24
TARGET CORPORATION	CPS-REFRESHMENTS-CPT'S ASSESSMENTS	21.29
TREVIS SCHLIEP	REIMB FOR PARAMEDIC TESTING	452.00
TRISTAR	WORK COMP FUNDING-JUL 2022	287.98
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	13,346.08
U.S. CELLULAR	2022/07/04-08/03 MONTHLY SERVICE	507.80
WALMART COMMUNITY	CPS-MOTOR OIL	115.88
WPSG, INC	CPS-TRAINING AIDS	929.38
ZOLL DATA SYSTEMS INC	EPOCH TABLE MAINTENANCE 2022/9/15-2022/12/22	2,774.53
ZOLL DATA SYSTEMS INC	ZOLL BILLING 2022/9/1-2022/9/30	1,105.00
		\$ 67,237.31

MINUTE RECORD

CLAIMS FOR SEPTEMBER 6, 2022

PAGE 9

NON-DEPARTMENTAL/CONTRACTS

AT&T MOBILITY	DEVICE TRADE-IN CREDIT	(3,637.50)
CENTURY LINK	2022/07/04-08/03 MONTHLY SERVICE	922.53
COX BUSINESS SERVICES	SERVICE 2022/7/1-2022/8/1	119.99
FORVIS, LLP	CAPITAL ASSETS MANAGEMENT SET UP	4,375.00
GOTOMEETING	CPS-MONTHLY CONFERENCE CALLS	17.12
GRETNA GUIDE & NEWS	LEGAL AD	18.77
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING FEE-AUG 2022	1,815.00
MIDLANDS PRINTING	BUSINES CARDS WITH NEW LOGO	1,120.88
NE-DEPARTMENT OF REVENUE	2022/07 SALES TAX	1,892.16
ONE CALL CONCEPTS	LOCATES-SID 242	4.80
PETERSON FOSTER LAW	SID 242 EXPENSES	3,646.78
PM AM CORPORATION	ALARM FEES-JULY 2022	3,375.00
QUADIANT, INC	POSTAGE METER RENTAL-2022/05/05-2022/08/04	270.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
SIGNIT	OLD TOWNE BRIDGE FLATS SIGNS	40.00
THOMPSON DRESSEN & DORNER	PROF SVC MAY 2022	50.00
THOMPSON DRESSEN & DORNER	ONE CALL-SID 242	217.00
URBAN UTILITIES	SID 242-CEDARVIEW LIFT STATION	602.38
		\$ 14,974.91

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	11 GALAXY TABLETS, BATTERIES	1,849.99
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
MNJ TECHNOLOGIES DIRECT, INC	DATA CLOSET-1510 WALL ST	896.00
		\$ 2,815.94

WASTEWATER

AAMCO	REBUILD TRANSMISSION	2,900.00
AEROTEK, INC	HIRING FEES-MURRAY-ENDING 2022/07/23	1,284.96
AMAZON.COM, LLC	OFFICE SUPPLIES	28.25
AT&T MOBILITY	2022/06/22-07/21 MONTHLY SERVICE	940.17
CENTURY LINK	2022/08/04-09/03 MONTHLY SERVICE	58.00
COX BUSINESS SERVICES	2022/08/04-09/03 MONTHLY SERVICE	220.00
ES LIFT STATION MAINTENANCE CONSULTING, LLC	SOUTH LIFT STATION AUDIT, GENERATOR TEST, STORE ROOM AUDIT	750.00
GRAINGER	SAFETY HARNESS	114.82
HDR ENGINEERING, INC	BPW-201109 SO LIFT STATION 2022/06/26- 2022/07/30	7,872.21
HDR ENGINEERING, INC	BPW-190409 SO LIFT STATION EVAL 2022/03/27- 2022/07/30	2,086.43
HDR ENGINEERING, INC	BPW-2021 MISC SARPY WW AGENCY CONNECT 2022/06/26-2022/07/30	1,267.71
L & J ASSET HOLDINGS, LLC	PERMANENT/TEMPORARY CONSTRUCTION EASEMENT ROUNDUP	10,000.00
MENARDS	8735-METRO LEASE-2022/08/25-JET TRUCK	95.84
METRO LEASING	2022/07/07-08/04 MONTHLY SERVICE	22,836.87
METROPOLITAN UTILITIES DIST	OIL	259.11
NAPA AUTO PARTS	LICENSE FEES 2022/11/09-2023/11/08	84.96
RAILROAD MANAGEMENT CO	DENTAL INSURANCE-AUG 2022	1,768.48
RELIANCE INSURANCE	WORK COMP FUNDING-JUL 2022	474.16
TRISTAR	FUEL FOR CITY VEHICLES	189.51
US BANK VOYAGER FLEET SYSTEMS	2022/07/04-08/03 MONTHLY SERVICE	3,686.97
U.S. CELLULAR	14 INCH BLADE, CAUTION TAPE	423.68
UTILITY EQUIPMENT COMPANY		204.00
		\$ 57,546.13

MINUTE RECORD

CLAIMS FOR SEPTEMBER 6, 2022

PAGE 10

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT EXP 2022/07/01-07/31	4,050.00
EASTERN NEBRASKA COMMUNITY	CDBG-FOOD DELIVERY PROGRAM APR-JUL 2022	5,565.44
		<u>\$ 9,615.44</u>

FEDERAL FORFEITURES

911 CUSTOM, LLC	REPLACE MUNITIONS	8,730.16
		<u>\$ 8,730.16</u>

G.O. BONDS

BLUESTEM CAPITAL PARTNERS, LLC	FISCAL AGENT FOR FY 2022-2023	1,200.00
UMB BANK-TRUST OPERATIONS	PAY HAFP AGENT FEES	284.17
		<u>\$ 1,484.17</u>

TOTAL CLAIMS FOR SEPTEMBER 6, 2022 \$ 1,667,338.88

TOTAL PAYROLL FOR AUGUST 19, 2022 \$ 1,439,584.86



2022 2nd Quarter
Economic Indicators
Report

7a.
9/6/2022

Building Permit Valuations					
Community	Apr-22	May-22	Jun-22	2nd Qtr. 2022	2nd Qtr. 2021
Sarpy County	\$ 455,528	\$ 2,892,539	\$ -	\$ 3,348,067	\$ 38,620,024
Bellevue	\$ 23,477,090	\$ 9,966,608	\$ 14,695,267	\$ 48,138,965	\$ 30,625,074
Papillion	\$ 49,265,422	\$ 28,016,254	\$ 40,820,945	\$ 118,102,621	\$ 222,396,217
La Vista	\$ 12,744,352	\$ 9,031,482	\$ 2,251,310	\$ 24,027,144	\$ 11,534,576
Gretna	\$ 15,441,497	\$ 11,181,268	\$ 9,750,075	\$ 36,372,840	\$ 16,277,995
Springfield	\$ 229,215,657	\$ 453,963	\$ 545,326	\$ 230,214,946	\$ 680,921,614
TOTAL	\$ 330,599,546	\$ 61,542,114	\$ 68,062,923	\$ 460,204,583	\$ 1,000,375,500

Approved New Business / Industrial / Office Park Platted Lots			
Subdivision Name	Address	Location	Lots
Lakewood West - Phase 1	54th & Highway 370	Bellevue	11
Fairview Business Park	Fort Crook Road South & Fairview Road	Bellevue	2
Papillion Sanitation Park	Fort Crook Road South & Fairview Road	Bellevue	2
R&R Commerce Park - Phase 1-3	SE Corner South 156th Street & Schram Road	Papillion	3
Tower District	NW Corner of South Washington Street & Highway 370	Papillion	24
		TOTAL	42

Approved Single Family Housing Platted Lots			
Subdivision Name	Address	Location	Lots
Chandler Creek	35th & Chandler Road	Bellevue	38
Lakewood West - Phase 1	54th & Highway 370	Bellevue	178
Harvest Creek	SW 216th & Lincoln Road	Gretna	273
Parkview - Phase 2	Near 204th & North of Jansen Drive	Gretna	78
Belterra - Phase 3	SW Corner of South 114th Street & Schram Road	Papillion	224
Granite Falls - Phase 4	SE Corner of South 114th Street & Cornhusker Road	Papillion	114
Tower District	NW Corner of South Washington Street & Highway 370	Papillion	54
Sunset Meadows - Replat 1	SW 204th & Harrison	Sarpy	56
River Ranch	NW of Hwy 50 and Riha Road	Sarpy	9
		TOTAL	1024

Single Family Housing Permits Issued					
Community	Apr-22	May-22	Jun-22	2nd Qtr. 2022	2nd Qtr. 2021
Sarpy County	2	5	0	7	123
Bellevue	14	18	13	45	71
Papillion	37	32	36	105	119
La Vista	0	0	0	0	0
Gretna	49	43	33	125	49
Springfield	5	2	0	7	5
TOTAL	107	100	82	289	367

Multi-Family Housing # of Units Permits Issued					
Community	Apr-22	May-22	Jun-22	2nd Qtr. 2022	2nd Qtr. 2021
Sarpy County	0	0	0	0	0
Bellevue	110	0	51	161	0
Papillion	0	50	104	154	287
La Vista	0	0	0	0	0
Gretna	0	0	0	0	0
Springfield	0	0	0	0	0
TOTAL	110	50	155	315	287

Sarpy County Labor Force Statistics				
Month	Labor Force	Employment	Unemployment	Rate
April 2022	100,884	99,058	1,826	1.8%
May 2022	100,973	99,095	1,878	1.9%
June 2022	101,162	98,732	2,430	2.4%
April 2021	97,499	95,106	2,393	2.5%
May 2021	98,491	96,175	2,316	2.4%
June 2021	98,787	95,976	2,811	2.8%



Q2 2022 - Economic Indicators Report

Building Permit Valuations Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2022	\$ 4,719,585	\$ 3,348,067			\$ 8,067,652
	2021	\$ 46,820,217	\$ 38,620,024			\$ 85,440,241
Bellevue	2022	\$ 20,570,357	\$ 48,138,965			\$ 68,709,322
	2021	\$ 17,341,010	\$ 30,625,074			\$ 47,966,084
Papillion	2022	\$ 89,308,621	\$ 118,102,621			\$ 207,411,242
	2021	\$ 611,972,747	\$ 222,396,217			\$ 834,368,964
La Vista	2022	\$ 3,992,587	\$ 24,027,144			\$ 28,019,731
	2021	\$ 10,679,435	\$ 11,534,576			\$ 22,214,011
Gretna	2022	\$ 88,757,214	\$ 36,372,840			\$ 125,130,054
	2021	\$ 6,503,862	\$ 16,277,995			\$ 22,781,857
Springfield	2022	\$ 2,372,980	\$ 230,214,946			\$ 232,587,926
	2021	\$ 13,042,176	\$ 680,921,614			\$ 693,963,790
TOTALS	2022	\$ 209,721,344	\$ 460,204,583			\$ 669,925,927
	2021	\$ 706,359,447	\$ 1,000,375,500			\$ 1,706,734,947

Single Family Housing Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2022	13	7			20
	2021	78	123			201
Bellevue	2022	45	45			90
	2021	39	71			110
Papillion	2022	119	105			224
	2021	127	119			246
La Vista	2022	0	0			0
	2021	1	0			1
Gretna	2022	179	125			304
	2021	35	49			84
Springfield	2022	11	7			18
	2021	2	5			7
TOTALS	2022	367	289			656
	2021	282	367			649



Q2 2022 - Economic Indicators Report

Multi-Family Housing # of Units Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2022	0	0			0
	2021	0	0			0
Bellevue	2022	0	161			161
	2021	0	0			0
Papillion	2022	0	154			154
	2021	0	287			287
La Vista	2022	0	0			0
	2021	0	0			0
Gretna	2022	0	0			0
	2021	0	0			0
Springfield	2022	0	0			0
	2021	0	0			0
TOTALS	2022	0	315			315
	2021	0	287			287

Single Family Housing # of Platted Lots Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2022	1	65			66
	2021	277	0			277
Bellevue	2022	10	216			226
	2021	0	263			263
Papillion	2022	139	392			531
	2021	173	0			173
La Vista	2022	0	0			0
	2021	0	0			0
Gretna	2022	120	351			471
	2021	0	143			143
Springfield	2022	0	0			0
	2021	0	0			0
TOTALS	2022	270	1024			1,294
	2021	450	406			856



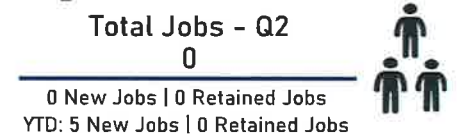
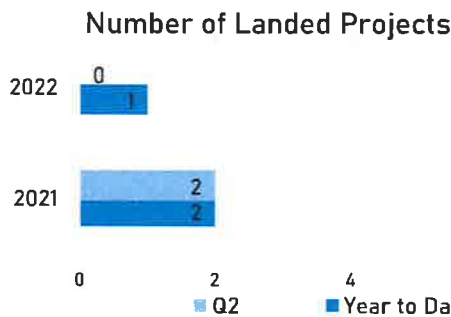
Q2 2022 - Economic Indicators Report

Commercial Projects Permitted Over \$75,000

Project	Address/Location	Community	Valuation	Sq. Ft.
Meta	14715 Capehart Drive	Springfield	\$227,748,061	549,228
Google (Outside utilities only)	15203 Gold Coast Rd	Papillion	\$21,000,000	171,209
City Centre Parking Garage	7875 South 84th Street	La Vista	\$12,000,000	182549
MCL Construction	14558 Portal Circle	La Vista	\$5,902,933	38652
Lightedge Omaha Equipment Building Upgrade	1148 American Parkway	Papillion	\$5,767,996	48,000
Target (remodel)	718 N Washington St	Papillion	\$4,387,483	199,359
HH SR - Shine Shop	15005 Crest Rd	Papillion	\$4,375,000	16,676
Graepel Phase 2 Addition	13220 Lynam Dr	Papillion	\$3,600,000	39,000
Mega Storage Self Storage	21923 Fowler Drive	Gretna	\$3,324,278	47,250
Rotella's Italian Bakery	6949 South 108th Street	La Vista	\$2,250,000	16340
Storage Suites LLC	12009 Roberts Rd	Papillion	\$2,000,000	36,600
G&S Inc.	18960 Edna Street	Sarpy	\$1,361,500	11,023
New Commercial Building	21611 PLATTEVIEW RD	Gretna	\$1,312,650	18,000
Platte River Concrete (addition)	9555 South 147th Street	Gretna	\$1,263,500	17,500
Saint Matthew's the Evangelist	12330 South 36th Street	Bellevue	\$1,200,000	17,540
Settje Agi-Services & Engineering	9800.5 Hupp Road	La Vista	\$1,000,000	11040
HOMEGOODS	7549 Towne Center	Papillion	\$1,000,000	21,875
Omaha Rug/Spa (Addition)	10345 Chandler Circle	La Vista	\$848,920	6988
Goldfish Swim School - Tenant Interior Finish	10601 S 72nd St	Papillion	\$750,000	7,714
ESU #3	6949 South 110th Street	La Vista	\$720,000	4761
FedEx Ground Fuel Facility	11414 S 150th St	Papillion	\$695,250	1,710
Interstates Omaha	11414 S 145th St	Papillion	\$630,000	12,000
Tidal Wave Auto Spa	16170 Stevens Pointe Circle	Gretna	\$602,690	3,336
KCP (TI)	14173 South 2209th Street, Suite 100	Gretna	\$522,518	6,853
Midland Garage Door MFG Co. Footings & Foundation	14685 Rodina Street	Springfield	\$497,600	101,556
Bellevue Medical Center	2500 Bellevue Medical Center Drive	Bellevue	\$490,930	53,200
First National Bank	20640 Highway 370	Gretna	\$423,029	3,228
Groundworks (T.I.)	13831 Chalco Valley Parkway, Suite 101	La Vista	\$375,000	7710
Pepper Jax	620 South Highway 6	Gretna	\$353,054	2,505
NP Dodge	9869 South 168th Avenue	Gretna	\$335,109	2,156
Inspired Dental - (remodel)	107 Highland St	Papillion	\$308,967	3,637
Heavy Brewing (TI)	20333 Patton Circle	Gretna	\$279,815	10,214
Runza	900 Park Drive	Springfield	\$200,000	0
KSI Construction - New Commercial Building	6972 South 178th Plaza	Sarpy	\$200,000	821
Commercial FOUNDATION Only permit	16501 Fairview Rd	Papillion	\$198,000	9,598
BBQ	12102 South 180th Street	Gretna	\$196,575	1,500
Papillion Landing- Pedestrian Bridge	1100 W Lincoln St	Papillion	\$180,000	0
DJ's Dugout - addition	10308 South 23rd Street	Bellevue	\$155,860	10,176
Hotworx Tenant Finish	10717 Virginia Plz	Papillion	\$150,000	3,576
Commercial - Outdoor Classroom	13210 Glenn St	Papillion	\$150,000	930
Chase Bank - ATM	802 Tara Plz	Papillion	\$150,000	0
Dragon Wok (TI)	21275 Nebraska Crossing Drive, Building L	Gretna	\$146,726	1,400
Hotworx Tenant Finish	7775 Olson Dr	Papillion	\$140,000	2,210
Southroads Mall	1001 Fort Crook Road Bay 200	Bellevue	\$138,000	56,900
City of Omaha Fire Station	7010 South 142nd Street	La Vista	\$125,000	0
Physician's Mutual	601 Galvin Road	Bellevue	\$115,000	67,000
General Dynamics	4530 Mass Road, Suite 105	Bellevue	\$101,000	2,000
QuikTrip	1311 Fort Crook Road	Bellevue	\$100,000	5,796
Midwest Title Tenant Improvement Project	1413 S Washington St	Papillion	\$100,000	2,307
Storage Unit	12102 South 180th Street	Gretna	\$98,409	1,632
Landscape Unlimited	23232 Cary Street	Sarpy	\$18,000	440

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

Landed Projects



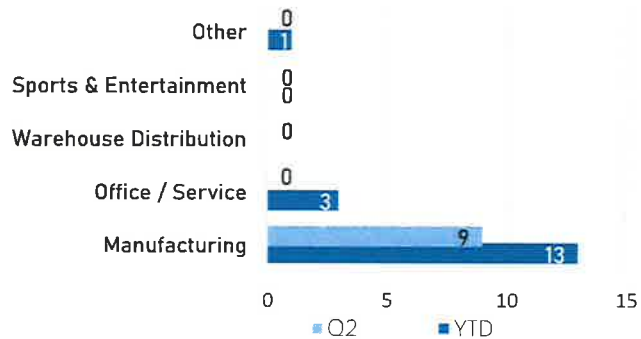
Project Pipeline

9 Opportunities - Q2
9 New to Market | 0 Existing Business
YTD: 16 New to Market | 5 Existing Business



■ Q2 New to Market / Start Up
■ Q2 Retention / Expansion

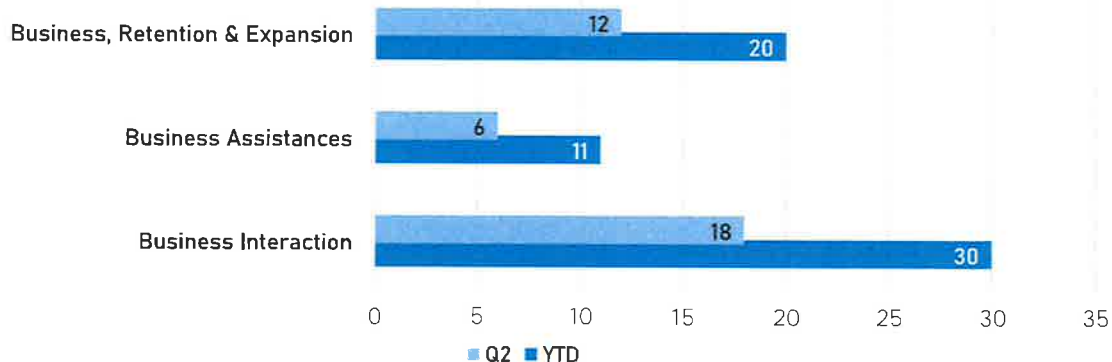
New to Market Project Type



2 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	0	0	2
Goal: 5		Goal: 2	
\$ -	\$875	\$ -	\$4,250
Goal: \$7,500		Goal: \$2,500	

Event Engagement

Investor Engagement

(204) Annual Meeting
(50) 1st Qtr. Investor Meeting
(32) Happy Hour

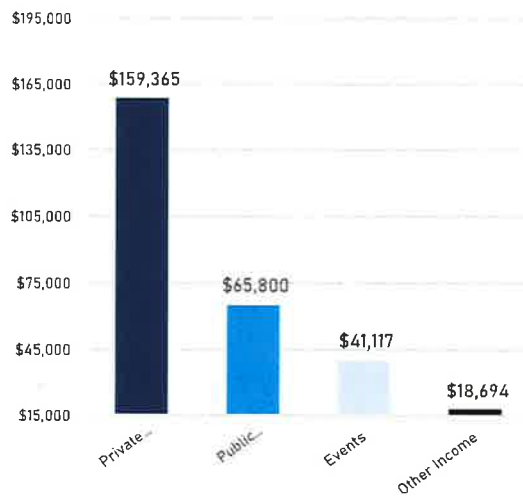


Board Member Engagement

(37) Board Meeting (March)
(26) Board Meeting (June)

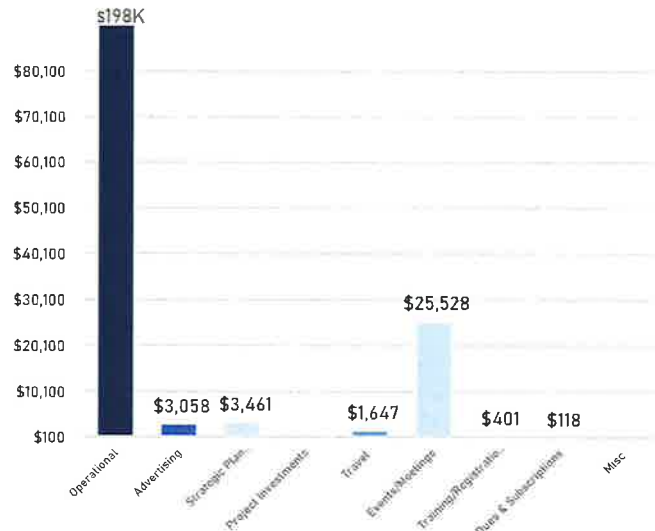
Organizational Resources

Revenue **\$334,976**



Total Revenue Budget: \$351,000

Expenses **\$176,249**



Total Expense Budget: \$517,510

Strategic Meetings

	Q2	YTD
Speaking Engagements	2	3
Community Interactions	14	29
Site Investigation & Project Meetings	8	24
Investor Relation Meetings	10	18

*8a.
9/6/2022



We Influence The World!

City of Bellevue
Office of the Mayor
1500 Wall Street • Bellevue, Nebraska • 68005 • 402-293-3022

MEMO

To: Council President Paul Cook & Council Members

From: Rusty Hike, Mayor

Subject: Appointment to the Building Board of Review

Date: August 17th, 2022

Please consider the following for appointment to the Building Board of Review, he will replace Tom Yeoman and will serve a five-year term until July 2027.

Greg Kimball
2005 Virginia Ave
Bellevue, NE 68005
402-250-7752

Greg Kimball

A&R Enterprises

402-250-7752

I am a concrete contractor in Bellevue Nebraska. I started my business more than 30 years ago, after retiring from Pendleton Woolen Mills.

Work History:

I have worked since I was 12 years old, starting with a paper route, then graduating to Bakers Supermarket. Once I graduated high-school I worked at Hawkins Construction until the General Manager at Pendleton Woolen Mills recruited me to come work for him. I worked at Pendleton for 23 years, then retired and started my concrete business, A&R Enterprises (named for our daughters, Amy and Rachael).

A&R Enterprises mostly specializes in flatwork, but has been known to also install rock walls, pour footings and other work. We do both residential and small commercial work. In addition to concrete, we buy houses and renovate them over the winter months.

Personal Information:

Born and bred right here in Bellevue, I graduated from Bellevue High School in 1977. I married my wife in 1980 and we have two daughters and six grandchildren (with one more on the way). When I am not working, I enjoy spending time outdoors at the lake and relaxing with my friends and family.

*8b.
9/6/2022



We Influence The World!

City of Bellevue
Office of the Mayor
1500 Wall Street • Bellevue, Nebraska • 68005 • 402-293-3022

MEMO

To: Council President Paul Cook & Council Members

From: Rusty Hike, Mayor

Subject: Appointment to the Bellevue Planning Commission

Date: August 17th, 2022

Please consider the following for appointment to the Bellevue Planning Commission, he will replace Dave Compton who recently resigned and will serve the remainder of his term until August 2024.

Garrett Sims
14305 South 21st Street
Bellevue, NE 68123
402-885-0523

Resume

Garrett Sims
14305 South 21st Street
Bellevue, Nebraska 68123
(402) 885-0523
gsims1@cox.net

Married for 25 years (this October) to my wife Kristine. Both of us are born and raised in Bellevue. We have three boys Charlie (20 - Junior at UNL), Joe (18 - Senior at Bellevue West), and Ryan (13 - Eighth grade at Logan - but homeschooled through BPS with severe special needs).

My family moved to Bellevue in 1968. Dad and Mom owned and operated a small grocery store on Galvin Road.

1995	Received degree in Education from Creighton University
1997	Began career with Bellevue Public Schools as a classroom teacher
2000	Received Masters Degree in Educational Technology from Lesley University
2000-Present	Summer School Robotics Instructor and Nebraska FLL Competitive Robotics Coach
2008-Present	Co-Founder and Instructor for the BPS Summer STEM Camp
2017-Present	Partnerships Facilitator for BPS - work with local businesses and alumni around the world on various projects within the district.
2021-Present	Editor of The Bellevue Times App, Website, and Social Media

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/06/2022		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:

City of Bellevue 2022-2023 Budget (Fiscal Year Ending September 30, 2023).

SYNOPSIS/BACKGROUND:

This budget proposes appropriating expenditures of \$109.5 million in fiscal year 2022-23. This is an increase of \$1.9 million from the 2021-22 budgeted expenditures (due primarily to the increased personnel cost offset by lower bond refundings and capital spending).

This budget provides funding for the City's operations and capital improvements. The General Fund will use bonding and existing cash reserves to fund certain capital expenditures. The Wastewater Fund will use bonding of new projects to preserve its cash reserve. All other funds balance expenditures with revenues.

2022-2023 Budgeted Revenues of \$106,488,361 and Expenditures of \$109,488,361. Cash reserves decrease by \$3,000,000.

FISCAL IMPACT: (\$3,000,000.00) 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 2023 BUDGET

START DATE: 10/01/2022 END DATE: 09/30/2023 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:

Vote on budget and additional 1% restricted funds at the September 6, 2022 meeting along with the tax request resolution.

ATTACHMENTS:

- Budget Ordinance No. 4106
- Tax-Setting Resolution No. 2022-23
- State Budget Forms
- Budget Highlights
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

**2022-2023
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, 2022 through September 30, 2023

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:

\$ 22,816,947.79	Property Taxes for Non-Bond Purposes
\$ 7,440,309.07	Principal and Interest on Bonds
\$ 30,257,256.86	Total Personal and Real Property Tax Required

Projected Outstanding Bonded Indebtedness as of October 1, 2022
(As of the Beginning of the Budget Year)

Principal	\$ 74,605,000.00
Interest	\$ 13,213,960.37
Total Bonded Indebtedness	\$ 87,818,960.37

\$ 4,960,206,043 **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, 2021 through June 30, 2022?

YES NO

If YES, Please submit Interlocal Agreement Report by September 30th.

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, 2021 through June 30, 2022?

YES NO

If YES, Please submit Trade Name Report by September 30th.

County Clerk's Use ONLY

APA Contact Information

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

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

Website: auditors.nebraska.gov

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

Submission Information

Budget Due by 9-30-2022

Submit budget to:

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

City of Bellevue in Sarpy County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2020 - 2021 (Column 1)	Actual/Estimated 2021 - 2022 (Column 2)	Adopted Budget 2022 - 2023 (Column 3)
1	Net Cash Balance	\$ 21,516,313.75	\$ 40,979,694.53	\$ 45,776,996.37
2	Investments			
3	County Treasurer's Balance	\$ 261,479.08	\$ 293,549.92	\$ 300,000.00
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)			\$ -
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 21,777,792.83	\$ 41,273,244.45	\$ 46,076,996.37
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 26,892,520.89	\$ 27,882,515.14	\$ 29,957,680.06
7	Federal Receipts	\$ 97,143.11	\$ 89,436.95	\$ 50,000.00
8	State Receipts: Motor Vehicle Pro-Rate	\$ 66,033.52	\$ 77,548.37	\$ 108,800.00
9				
10	State Receipts: Highway Allocation and Incentives	\$ 6,587,723.50	\$ 6,203,391.98	\$ 7,069,320.00
11	State Receipts: Motor Vehicle Fee	\$ 453,429.21	\$ 491,600.00	\$ 501,300.00
12	State Receipts: State Aid			
13	State Receipts: Municipal Equalization Aid	\$ 2,906,537.46	\$ 1,412,440.62	\$ 1,632,914.00
14	State Receipts: Other	\$ 918,416.46	\$ 448,489.86	\$ 13,352.00
15	State Receipts: Property Tax Credit			
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
17	Local Receipts: Motor Vehicle Tax	\$ 1,441,599.48	\$ 1,559,877.05	\$ 2,680,100.00
18	Local Receipts: Local Option Sales Tax	\$ 15,197,239.16	\$ 16,274,644.35	\$ 17,087,500.00
19	Local Receipts: In Lieu of Tax	\$ 764,792.42	\$ 1,023,311.09	\$ 280,000.00
20	Local Receipts: Other	\$ 40,714,371.48	\$ 59,080,052.22	\$ 45,474,975.57
21	Transfers In of Surplus Fees	\$ -	\$ -	\$ -
22	Transfers In Other Than Surplus Fees	\$ 1,168,000.00	\$ 1,297,000.00	\$ 1,197,000.00
23	Proprietary Function Funds (Only if Page 6 is Used)			\$ -
24	Total Resources Available (Lines 5 thru 23)	\$ 118,985,599.52	\$ 157,113,552.08	\$ 152,129,938.00
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 77,712,355.07	\$ 111,036,555.71	\$ 109,052,941.63
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 41,273,244.45	\$ 46,076,996.37	\$ 43,076,996.37
27	Cash Reserve Percentage			55%
PROPERTY TAX RECAP		Tax from Line 6		\$ 29,957,680.06
		County Treasurer Commission at 1%		\$ 299,576.80
		Total Property Tax Requirement		\$ 30,257,256.86

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	\$ 22,816,947.79
Bond Fund	\$ 7,440,309.07
_____ Fund	
_____ Fund	
Total Tax Request	** \$ 30,257,256.86

** 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	\$ 8,395,637.00
Wastewater-Sewer/Community Betterment-Keno	\$ 6,007,305.85
Debt Service/Economic Development-LB840	\$ 7,876,393.73
Total Special Reserve Funds	\$ 22,279,336.58
Total Cash Reserve	\$ 43,076,996.37
Remaining Cash Reserve	\$ 20,797,659.79
Remaining Cash Reserve %	27%

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:	

City of Bellevue in Sarpy County

Line No.	2022-2023 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	\$ 8,182,222.09	\$ -	\$ 50,000.00	\$ 6,923,362.52	\$ 160,000.00		\$ 15,315,584.61
3	Public Safety - Police and Fire	\$ 31,595,662.28	\$ 750,000.00	\$ 318,750.00	\$ -	\$ -		\$ 32,664,412.28
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5	Public Works - Streets	\$ 3,816,672.35	\$ 15,156,250.00	\$ 1,600,000.00	\$ 962,661.92	\$ -		\$ 21,535,584.27
6	Public Works - Other	\$ 5,942,984.40	\$ 2,120,000.00	\$ -	\$ -	\$ -		\$ 8,062,984.40
7	Public Health and Social Services	\$ 1,184,078.25	\$ -	\$ 130,000.00	\$ -	\$ -		\$ 1,314,078.25
8	Culture and Recreation	\$ 4,726,166.74	\$ 1,751,600.00	\$ -	\$ -	\$ 755,000.00		\$ 7,232,766.74
9	Community Development	\$ 1,046,616.78	\$ -	\$ -	\$ -	\$ -		\$ 1,046,616.78
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	\$ 4,309,921.00	\$ -	\$ -	\$ -	\$ 2,000.00		\$ 4,311,921.00
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
18	Wastewater	\$ 8,521,743.34	\$ 6,310,000.00	\$ 1,280,000.00	\$ 374,129.96	\$ 280,000.00		\$ 16,765,873.30
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
21	Proprietary Function Funds (Page 6)					\$ -		\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 69,379,187.23	\$ 26,837,850.00	\$ 3,378,750.00	\$ 8,260,154.40	\$ 1,197,000.00	\$ -	\$ 109,052,941.63

- (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.
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2021-2022 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	\$ 7,135,729.06	\$ 726,723.49	\$ 181,625.55	\$ 12,904,334.51	\$ 2,147,059.96		\$ 23,095,472.57
3	Public Safety - Police and Fire	\$ 27,912,645.47	\$ -	\$ 1,943,510.00	\$ -	\$ -		\$ 29,856,155.47
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5	Public Works - Streets	\$ 5,364,588.68	\$ 15,223,586.69	\$ 189,007.00	\$ 1,038,342.32	\$ -		\$ 21,815,524.69
6	Public Works - Other	\$ 4,070,156.87	\$ 147,197.50	\$ 139,559.00	\$ -	\$ -		\$ 4,356,913.37
7	Public Health and Social Services	\$ 1,053,518.73	\$ -	\$ -	\$ -	\$ -		\$ 1,053,518.73
8	Culture and Recreation	\$ 5,208,432.00	\$ 4,374,009.92	\$ 29,724.00	\$ -	\$ 855,000.00		\$ 10,467,165.92
9	Community Development	\$ 424,874.06	\$ -	\$ -	\$ -	\$ -		\$ 424,874.06
10	Miscellaneous	\$ 86,224.74	\$ 3,163,028.62	\$ -	\$ -	\$ -		\$ 3,249,253.36
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
16	Solid Waste	\$ 4,113,204.07	\$ -	\$ -	\$ -	\$ 2,000.00		\$ 4,115,204.07
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
18	Wastewater	\$ 8,232,921.11	\$ 3,616,666.13	\$ 75,000.00	\$ 397,886.23	\$ 280,000.00		\$ 12,602,473.47
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 63,602,294.79	\$ 27,251,212.35	\$ 2,558,425.55	\$ 14,340,563.06	\$ 3,284,059.96	\$ -	\$ 111,036,555.71

(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.

(F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2020-2021 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	\$ 2,536,869.34	\$ 10,871.00	\$ 353,318.13	\$ 13,951,917.01	\$ 929,996.00		\$ 17,782,971.48
3	Public Safety - Police and Fire	\$ 23,418,542.73	\$ 83,229.60	\$ 1,679,362.35	\$ 66,137.80	\$ -		\$ 25,247,272.48
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5	Public Works - Streets	\$ 5,185,168.06	\$ 4,292,016.32	\$ 575,379.18	\$ 971,363.56	\$ -		\$ 11,023,927.12
6	Public Works - Other	\$ 3,421,734.49	\$ 121,111.00	\$ 112,932.76	\$ -	\$ (29,996.00)		\$ 3,625,782.25
7	Public Health and Social Services	\$ 1,001,413.76	\$ -	\$ -	\$ -	\$ -		\$ 1,001,413.76
8	Culture and Recreation	\$ 3,948,716.54	\$ 1,742,757.10	\$ 110,216.00	\$ -	\$ 3,000.00		\$ 5,804,689.64
9	Community Development	\$ 349,130.57	\$ -	\$ -	\$ -	\$ -		\$ 349,130.57
10	Miscellaneous	\$ 148,946.17	\$ -	\$ -	\$ -	\$ -		\$ 148,946.17
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
16	Solid Waste	\$ 3,991,915.50	\$ -	\$ -	\$ -	\$ 1,000.00		\$ 3,992,915.50
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
18	Wastewater	\$ 7,801,953.13	\$ 271,165.49	\$ -	\$ 398,187.48	\$ 264,000.00		\$ 8,735,306.10
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 51,804,390.29	\$ 6,521,150.51	\$ 2,831,208.42	\$ 15,387,605.85	\$ 1,168,000.00	\$ -	\$ 77,712,355.07

(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.

(F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

2022-2023 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
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
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				\$ -
				\$ -
TOTAL	\$ - <small>(Forward to Page 2, Line 4)</small>	\$ - <small>(Forward to Page 2, Line 23)</small>	\$ - <small>(Forward to Page 3, Line 21)</small>	\$ -

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

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

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

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

City of Bellevue in Sarpy County

2022-2023 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$	30,257,256.86
Motor Vehicle Pro-Rate	(2)	\$	108,800.00
In-Lieu of Tax Payments	(3)	\$	280,000.00
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))		\$	12,660,000.00
LESS: Amount Spent During 2021-2022	(5)	\$	6,368,000.00
LESS: Amount Expected to be Spent in Future Budget Years	(6)	\$	6,292,000.00
Amount to be included as Restricted Funds (Cannot Be A Negative Number)	(7)	\$	-
Motor Vehicle Tax	(8)	\$	2,680,100.00
Local Option Sales Tax	(9)	\$	17,087,500.00
Transfers of Surplus Fees	(10)	\$	-
Highway Allocation and Incentives	(11)	\$	7,069,320.00
	(12)		
Motor Vehicle Fee	(13)	\$	501,300.00
Municipal Equalization Fund	(14)	\$	1,632,914.00
Insurance Premium Tax	(15)	\$	-
Nameplate Capacity Tax	(15a)	\$	-
TOTAL RESTRICTED FUNDS (A)	(16)	\$	59,617,190.86

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)		\$	7,535,000.00
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>)			
Agrees to Line (6).	(18)	\$	6,292,000.00
Allowable Capital Improvements	(19)	\$	1,243,000.00
Bonded Indebtedness	(20)	\$	7,440,309.07
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)		
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$	807,047.80
Public Safety Communication Project (Statute 86-416)	(23)		
Benefits Paid Under the Firefighter Cancer Benefits Act	(23a)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(24)		
Judgments	(25)		
Refund of Property Taxes to Taxpayers	(26)		
Repairs to Infrastructure Damaged by a Natural Disaster	(27)		
TOTAL LID EXCEPTIONS (B)	(28)	\$	9,490,356.87

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)	\$ 50,126,833.99
<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 2022-2023

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

Prior Year Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form 54,640,903.85
Option 1 - (Line 1)

OPTION 2
Only use if a vote was taken at a townhall meeting to exceed Lid for one year

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) - Option 2 - (C)

Calculated Prior Year Restricted Funds Authority (Base Amount) Line (A) Plus Line (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% 4.06 % (3)
300,000,000.00 / 4,569,937,377.00 = 6.56 %
2022 Growth per Assessor 2021 Valuation Multiply times 100 To get %

3 ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE 1.00 % (4)
6 / 6 = 100.00 %
of Board Members voting "Yes" for Increase Total # of Members in Governing Body at Meeting Must be at least 75% (.75) of the Governing Body

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) 7.56 % (6)

Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6) 4,130,852.33 (7)

Total Restricted Funds Authority = Line (1) + Line (7) 58,771,756.18 (8)

Less: Restricted Funds from Lid Supporting Schedule 50,126,833.99 (9)

Total Unused Restricted Funds Authority = Line (8) - Line (9) 8,644,922.19 (10)

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

City of Bellevue in Sarpy County

2022-2023 CAPITAL IMPROVEMENT LID EXEMPTIONS

Description of Capital Improvement	Amount Budgeted	
Library Improvement (Building)	\$	1,500,000.00
Street Improvements	\$	6,035,000.00

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

\$ 7,535,000.00

Municipality Levy Limit Form

City of Bellevue in Sarpy County

Municipality Levy

Personal and Real Property Tax Request	(1)		30,257,256.86
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	7,440,309.07	
Interest Free Financing (Public Airports)	(5)	0.00	
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	0.00	
Total Levy Exemptions	(7)		7,440,309.07
Tax Request Subject to Levy Limit	(8)		22,816,947.79
Valuation	(9)		4,960,206,043
Municipality Levy Subject to Levy Authority	(10)		0.460000
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 77-3443(2))	(15)	0.000000	0.000000
Other	(16)		0.000000
Total Levy for Compliance Purposes	(17)		0.460000 (A)
Levy Authority			
Municipality Levy Limit	(18)		0.450000
Municipality property taxes designated for interlocal agreements	(19)	807,047.80	0.016270
Total Municipality Levy Authority	(20)		0.466270 (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.

2022-2023 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES

This budget is for a **VILLAGE**; therefore the allowable growth provisions of the Property Tax Request Act **DO NOT** apply.

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) \$ 27,876,618.00
(Total Personal and Real Property Tax Required from prior year budget - Cover Page)

Base Limitation Percentage Increase (2%) 2.00 % (2)

Real Growth Percentage Increase

$$\frac{300,000,000.00}{\text{2022 Real Growth Value per Assessor}} \div \frac{4,569,937,377.00}{\text{Prior Year Total Real Property Valuation per Assessor}} = \underline{6.56} \% (3)$$

Note: Real Growth Value per Assessor for purposes of the Property Tax Request Act (§77-1631) is different than the growth value for purposes of the Lid on Restricted Funds (§13-518). The County Assessor must provide you with separate growth amounts.

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 8.56 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) \$ 2,386,238.50

TOTAL BASE PROPERTY TAX REQUEST AUTHORITY (Line 1 + Line 5) (6) \$ 30,262,856.50

ACTUAL PROPERTY TAX REQUEST

2022-2023 ACTUAL Total Property Tax Request (7) \$ 30,257,256.86
(Total Personal and Real Property Tax Required from Cover Page)

Property Tax Request is within allowable growth percentage. Political subdivision is NOT required to complete postcard notification requirements, or participate in the joint public hearing.

If line (7) is **greater than** line (6), your political subdivision **is required** to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide your proposed property tax request and telephone number to the County Clerk by September 5th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is **less than** line (6), your political subdivision **is not required** to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.

City of Bellevue
IN
Sarpy County, Nebraska

NOTICE OF SPECIAL 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 9th day of August 2022, at 6:00 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska 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.

2020-2021 Actual Disbursements & Transfers	\$ 77,712,355.07
2021-2022 Actual/Estimated Disbursements & Transfers	\$ 111,036,555.71
2022-2023 Proposed Budget of Disbursements & Transfers	\$ 109,052,941.63
2022-2023 Necessary Cash Reserve	\$ 43,076,996.37
2022-2023 Total Resources Available	\$ 152,129,938.00
Total 2022-2023 Personal & Real Property Tax Requirement	\$ 30,257,256.86
Unused Budget Authority Created For Next Year	\$ 8,644,922.19

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 22,816,947.79
Personal and Real Property Tax Required for Bonds	\$ 7,440,309.07

	2021	2022	Change
Operating Budget	107,632,939.24	109,052,941.63	1%
Property Tax Request	\$ 27,876,618.00	\$ 30,257,256.86	9%
Valuation	4,569,937,377	4,960,206,043	9%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.562005		

Notes:

(1) The example publications included here are solely to hear taxpayer input at the budget hearing and tax request hearing. No action should be taken at these hearings. Action items should be completed at a regular meeting, ensuring that all requirements of the Open Meetings Act are followed.

(2) These sample publications are intended to assist subdivisions in meeting the publication requirements related to the Budget Hearing and Tax Request Hearing. They are sample forms only - they are not required forms. Each subdivision is responsible for ensuring their publications include all information required by the statutes. Each subdivision may need to modify the sample forms for the circumstances specific to your subdivision.

(3) For Cities only: If your subdivision is increasing the Property Tax request above the allowable growth percentage (2% plus real growth percentage), you are subject to the postcard notification and joint public hearing requirements of the Property Tax Request Act (§ 77-1633). You are required to attend the Joint Public Hearing outlined in § 77-1633. You are not required to hold the Special Hearing to Set the Final Tax Request as outlined in § 77-1632. You are still required to hold the Budget Hearing, regardless. Villages are not subject to the allowable growth provisions of the Property Tax Request

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 16th day of August 2022, at 5:30 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska 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.

2020-2021 Actual Disbursements & Transfers	\$ 77,712,355.07
2021-2022 Actual/Estimated Disbursements & Transfers	\$ 111,036,555.71
2022-2023 Proposed Budget of Disbursements & Transfers	\$ 109,052,941.63
2022-2023 Necessary Cash Reserve	\$ 43,076,996.37
2022-2023 Total Resources Available	\$ 152,129,938.00
Total 2022-2023 Personal & Real Property Tax Requirement	\$ 30,257,256.86
Unused Budget Authority Created For Next Year	\$ 8,644,922.19

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 22,816,947.79
Personal and Real Property Tax Required for Bonds	\$ 7,440,309.07

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 6th day of September 2022, at 6:00 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2021	2022	Change
Operating Budget	107,632,939.24	109,052,941.63	1%
Property Tax Request	\$ 27,876,618.00	\$ 30,257,256.86	9%
Valuation	4,569,937,377	4,960,206,043	9%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.562005		

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. _____

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 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 2022-2023 property tax request be set at:

General Fund: \$ 22,816,947.79

Bond Fund: \$ 7,440,309.07

2. The total assessed value of property differs from last year's total assessed value by 8.54 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 0.562005 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 0.61 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 1.32 percent.

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2022.

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

Voting yes were:

Voting no were:

Dated this _____ day of _____, 2022

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

City of Bellevue

Sarpy County

SUBDIVISION NAME	COUNTY		
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	Amount Used as Lid Exemption (Column 4)
Bellevue, Sarpy County	11-1-11 to 10-31-16 Amended to 10-31-21 3-15-22 to 3/15/24	Animal Control Services with the Nebraska Humane Society	\$ 172,200.00
Bellevue, Sarpy County	10-1-18 to 9-30-19 10-1-19 to 9-30-22 10-1-22 to 9-30-25	IT Services	\$ 119,184.00
Bellevue, Sarpy County, Gretna, Papillion, LaVista, and Springfield	7-1-11 until terminated	800 MHZ System (E-911)	\$ 65,925.00
Bellevue, Gretna, Papillion, LaVista, and Springfield	4-10-2017 until terminated	United Cities of Sarpy County. Interlocal Cooperation Agreement to promote common legislative interests.	\$ 9,014.80
Bellevue, Gretna, Papillion, LaVista, Springfield, Papio-Missouri River NRD & Sarpy County	7-1-2013 to 6-30-2019 7-1-2019 to 6-30-2025	Geographic Information System (GIS)	\$ 72,000.00
Sarpy County and City of Bellevue	7-28-14 until terminated	Cost sharing the professional services agreement with Burns & McDonnell & the software update & support services agreement with Azteca Systems	
Bellevue, Boys Town, Gretna, Lavista, Omaha, Papillion, Ralston, Sarpy County, Papio- Missouri NRD	7-1-14 to 6-30-19 7-1-19 to 6-30-24	Papillion Creek Watershed Partnership (Storm Water Management)	\$ 36,400.00
Bellevue, Papio-Missouri River Natural Resources District	6-26-2016 until terminated	Bellevue/Offutt Drainage Maintenance	\$ 60,000.00
Bellevue Public Schools	10-13-14 Apprv'd Continue Annually unless terminated by	Two School Resource Officers; one for Bellevue West High School and one for Bellevue East High School	
Cities of Papillion and Bellevue (Fire Departments)	12-30-09 to N/A	Purchase & Maintenance of records management hardware, software, training, travel & deployment	
Cities of Papillion and Bellevue (Fire Departments)	3-2-11 to N/A	Purchase & Maintenance of fax utility server for electronic patient care report project (ePCR)	
Douglas County Sheriff's Office	11/2014 - 11/19 12-1-19 to 11-30-24	Forensic Services	
Eastern Sarpy County Fire Protection District	7-23-12 to 7-22-17 and automatically renewed for 5 year	To provide fire and rescue services	
Gretna, Springfield, Bellevue, Papillion, Sarpy County, Papio-Missouri River Natural Resources District	10-13-16 to 7/1/19 6-18-19 to 6/30/24	Southern Sarpy County Watershed Partnership	\$ 26,000.00
Gretna, Springfield, Bellevue, Papillion, Sarpy County, Papio-Missouri River Natural Resources District	10-13-16 to 7/1/19 6-18-19 to 6/30/2024	Southern Sarpy County Watershed Partnership	\$ 26,000.00
		Amount from Interlocal Form 2 of 3	\$ 32,500.00
		Amount from Interlocal Form 3 of 3	\$ 187,824.00

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

City of Bellevue

SarpyCounty

SUBDIVISION NAME	COUNTY	Amount Used as Lid Exemption (Column 4)	
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
LaVista, Omaha, Papillion, Ralston, Sarpy County, Douglas County, and State of Nebraska	4-28-97 to N/A	Extraterritorial Law Enforcement Authority	
Metro Area Planning Agency (MAPA), all Cities and Counties in Omaha Meropolitan Area	1-8-74 to N/A	Regional Council of Government	
Nebraska Community Energy (NCEA) South Sioux City, Bellevue, Nebraska City, Central City, Seward, Lexington, Omaha	Amended & Restated June 2014 continuing for 60 years 4-22-86 to 4-28-2011 Renewed 4-25-11 to 4-24-2036	Interlocal Agreement to receive grant funds for electric vehicles & electric charging stations	
Omaha	4-22-86 to 4-28-2011 Renewed 4-25-11 to 4-24-2036	Omaha Public Power District (OPPD) Franchise to provide electric distribution	
Omaha	10-31-73 to N/A	Metropolitan Area Transit (MAT)	
Omaha	5-29-12 to N/A	Crime Lab Services	
Omaha and Bellevue	7/20/21 Until terminated	Cost Sharing Harrison Street Project	
Omaha Fire Department	2-13-12 to N/A	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones"	
Omaha Public Schools	10-1-16 to 7-31-19 8-1-19 to 6-1-2022 6-1-22 to 6-1-24	School Resource Officers for Bryan Middle & High Schools	
Papillion Fire Department	2-3-12 until terminated	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones" (Amended 9-22-14)	
Papillion, LaVista, and Bellevue	6-8-92 to N/A	Jurisdictional Boundries	
Papio- Missouri Natural Resource District (PMNRD)	11-01-00 to N/A	Bellevue Trail Management	
Papio-Missouri River Natural Resources District	5-14-12 for 50 years following completion of construction	Special Operations & Maintenance Agreement for city to maintain restrooms in Jewell Park & McCann Park (part of \$20,000 grant from PMNRD)	
Eastern NE Clean Energy Assessment District; City of Omaha; Bellevue; Bellevue Clean Energy Assessment	Initial term 10 yrs; Renewal of 5 yrs for 3 consecutive periods; 9-	City of Omaha - Clean Energy Assessment Program	
Sarpy County, Bellevue, LaVista, and Papillion	5-1-18 to 4-30-19 5-1-19 to 4-30-20 5-1-20 to 4-30-21	Sharing of costs of ProPhoenix, an integrated Public Safety Software System	\$ 32,500.00
55th Wing, Offutt Air Force Base	1-19-21 to 6-19-26	Fire & emergency services during a pandemic or other State of Emergency	
Douglas County and Cooperating Agencies	7-21-20 to 7-21-25	Backup to other agencies & to grant authority beyond primary jurisdiction	

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

City of Bellevue

SarpyCounty

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
Papio-Missouri River Natural Resources District	1/14/13 with permanent duration	Missouri River Floodway Purchase Program for purchase of 1600 Bluff Street	
Papio-Missouri River Natural Resources District and Sarpy County	5-27-12 with permanent duration	Missouri River Floodway Purchase Program	
Plattsmouth	4-19-04 until terminated	South Metro SWAT Team services	
Sarpy County	1-27-09 Automatically renews for 3-year terms unless either	Agreement to charge and be billed by Sarpy County for use of landfill by Papillion Sanitation for trash service in the City of Bellevue	
Sarpy County	Apprv'd 8-27-12 Ongoing	Construction of a Wastewater System for Southeast Sarpy County (First Amended Agreement apprv'd 10-28-13)	
Sarpy County	1-1-17 to 12-31-36	Interlocal Lease for 911 Tower Sites	
Sarpy County	8-24-10 to N/A	Mutual Law Enforcement Assistant Agreement for Joint Jurisdiction Area to include Harlan Lewis Road and the Columban Fathers Property	
State of NE - Dept. of Roads	Annually 1-1-20 to 12-31-20 1-1-21 to 12-31-21	Highway 370 Maintenance Agreement	
Sarpy County, Papillion, LaVista, and Bellevue	4-1-19 to 3-31-22 4-1-22 to 3-31-24	Interlocal Agreement for Special Weapons, Tactics Teams and Crisis Negotiations	
Sarpy County, Bellevue, Springfield, LaVista, Gretna, Papillion	9-25-19 until terminated by mutual agreement	Contribution and Allocation of OPPD in lieu of taxes	
Papio Missouri River Resource District	1-21-2020 until terminated	Interlocal Agreement for placement of a permanent pumping station near the Offutt ditch	
Sarpy County and City of Bellevue	9-17-2019 to end of obligations of project	Cost Share Preliminary Design for 36th Street from 370N to Cornhusker - 50/50 Cost Share	\$ 125,000.00
Sarpy County and Cities	5-1-21 to 4-30-22 Yearly Automatic Renewal	Regarding jail facilities, prosecutorial functions, and other services	
Sarpy County and Cities Wastewater Agency (Bellevue Sewer Services)	5-18-2021 until terminated	Operation of Bellevue sewer services located within the Agency's jurisdiction	
Southern Sarpy Watershed Partnership	7-1-2019 to 6-30-2024 and remain in effect until continuation	Watershed fees from new development within the Southern Sarpy Watershed will be collected specifically for development of Southern Sarpy	\$ 26,000.00
Sarpy County	Ongoing	GIS& Aerial	\$ 36,824.00

ORDINANCE NO. 4106

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, 2022, through September 30, 2023. 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 6th day of September, 2022.

APPROVED AS TO FORM:

City Attorney

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

<u>First Reading:</u>	<u>08/02/2022</u>
<u>Special Budget Hearing:</u>	<u>08/09/2022</u>
<u>Second Reading:</u>	<u>08/16/2022</u>
<u>Third Reading:</u>	<u>09/06/2022</u>

RESOLUTION NO. 2022-23

WHEREAS, Nebraska Revised Statutes Section 77-1632 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 2022-2023 property tax request be set at:

General Fund	\$22,841,921.40
<u>Bond Fund</u>	<u>\$ 7,448,452.63</u>
Total Property Tax Request	\$30,290,374.03
2. The total assessed value of property differs from last year's total assessed value by 8.66 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 0.561391 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 0.610000 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 1.72 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2022.

Motion by _____, seconded by _____ to adopt Resolution #2022-23.

Voting yes were:

Voting no were:

PASSED AND APPROVED this 6th day of September, 2022.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

RESOLUTION NO. 2022-23

WHEREAS, Nebraska Revised Statutes Section 77-1632 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 2022-2023 property tax request be set at:

General Fund	\$22,841,921.40
<u>Bond Fund</u>	<u>\$ 7,448,452.63</u>
Total Property Tax Request	\$30,290,374.03

2. The total assessed value of property differs from last year's total assessed value by 8.66 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 0.561391 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 0.610000 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 1.72 percent.

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2022.

Motion by _____, seconded by _____ to adopt Resolution #2022-23.

Voting yes were:

Voting no were:

PASSED AND APPROVED this 6th day of September, 2022.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

RESOLUTION NO. 2022-23

WHEREAS, Nebraska Revised Statutes Section 77-1632 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;

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 2022-2023 property tax request be set at:

General Fund	\$22,841,921.40
<u>Bond Fund</u>	<u>\$ 7,448,452.63</u>
Total Property Tax Request	\$30,290,374.03
2. The total assessed value of property differs from last year’s total assessed value by 8.66 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 0.561391 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 0.610000 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 1.72 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2022.

Motion by _____, seconded by _____ to adopt Resolution No. 2022-23.

Voting yes were:

Voting no were:

PASSED AND APPROVED this 6th day of September, 2022.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

**2022-2023
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, 2022 through September 30, 2023

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

<p>The following PERSONAL AND REAL PROPERTY TAX is requested for the ensuing year:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: right;">\$ 22,841,921.40</td> <td>Property Taxes for Non-Bond Purposes</td> </tr> <tr> <td style="text-align: right;">\$ 7,448,452.63</td> <td>Principal and Interest on Bonds</td> </tr> <tr> <td style="text-align: right;">\$ 30,290,374.03</td> <td>Total Personal and Real Property Tax Required</td> </tr> </table>	\$ 22,841,921.40	Property Taxes for Non-Bond Purposes	\$ 7,448,452.63	Principal and Interest on Bonds	\$ 30,290,374.03	Total Personal and Real Property Tax Required	<p>Projected Outstanding Bonded Indebtedness as of October 1, 2022 <i>(As of the Beginning of the Budget Year)</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Principal</td> <td style="text-align: right;">\$ 74,605,000.00</td> </tr> <tr> <td>Interest</td> <td style="text-align: right;">\$ 13,213,960.37</td> </tr> <tr> <td>Total Bonded Indebtedness</td> <td style="text-align: right;">\$ 87,818,960.37</td> </tr> </table>	Principal	\$ 74,605,000.00	Interest	\$ 13,213,960.37	Total Bonded Indebtedness	\$ 87,818,960.37
\$ 22,841,921.40	Property Taxes for Non-Bond Purposes												
\$ 7,448,452.63	Principal and Interest on Bonds												
\$ 30,290,374.03	Total Personal and Real Property Tax Required												
Principal	\$ 74,605,000.00												
Interest	\$ 13,213,960.37												
Total Bonded Indebtedness	\$ 87,818,960.37												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: right;">\$ 4,965,635,087</td> <td>Total Certified Valuation (All Counties) <i>(Certification of Valuation(s) from County Assessor MUST be attached)</i></td> </tr> </table>	\$ 4,965,635,087	Total Certified Valuation (All Counties) <i>(Certification of Valuation(s) from County Assessor MUST be attached)</i>	<p align="center">Report of Joint Public Agency & Interlocal Agreements</p> <p>Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2021 through June 30, 2022?</p> <p align="center"> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO </p> <p align="center"><i>If YES, Please submit Interlocal Agreement Report by September 30th.</i></p>										
\$ 4,965,635,087	Total Certified Valuation (All Counties) <i>(Certification of Valuation(s) from County Assessor MUST be attached)</i>												
<p>County Clerk's Use ONLY</p>	<p align="center">Report of Trade Names, Corporate Names & Business Names</p> <p>Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2021 through June 30, 2022?</p> <p align="center"> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO </p> <p align="center"><i>If YES, Please submit Trade Name Report by September 30th.</i></p>												
<p>APA Contact Information</p>	<p>Submission Information</p>												
<p align="center">Auditor of Public Accounts State Capitol, Suite 2303 Lincoln, NE 68509</p> <p>Telephone: (402) 471-2111 FAX: (402) 471-3301</p> <p align="center">Website: auditors.nebraska.gov</p> <p>Questions - E-Mail: Jeff.Schreier@nebraska.gov</p>	<p align="center">Budget Due by 9-30-2022</p> <p>Submit budget to:</p> <ol style="list-style-type: none"> 1. Auditor of Public Accounts -Electronically on Website or Mail 2. County Board (SEC. 13-508), C/O County Clerk 												

City of Bellevue in Sarpy County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2020 - 2021 (Column 1)	Actual/Estimated 2021 - 2022 (Column 2)	Adopted Budget 2022 - 2023 (Column 3)
1	Net Cash Balance	\$ 21,516,313.75	\$ 40,979,694.53	\$ 45,776,996.37
2	Investments			
3	County Treasurer's Balance	\$ 261,479.08	\$ 293,549.92	\$ 300,000.00
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)			\$ -
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 21,777,792.83	\$ 41,273,244.45	\$ 46,076,996.37
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 26,892,520.89	\$ 27,882,515.14	\$ 29,990,469.34
7	Federal Receipts	\$ 97,143.11	\$ 89,436.95	\$ 50,000.00
8	State Receipts: Motor Vehicle Pro-Rate	\$ 66,033.52	\$ 77,548.37	\$ 108,800.00
9				
10	State Receipts: Highway Allocation and Incentives	\$ 6,587,723.50	\$ 6,203,391.98	\$ 7,069,320.00
11	State Receipts: Motor Vehicle Fee	\$ 453,429.21	\$ 491,600.00	\$ 501,300.00
12	State Receipts: State Aid			
13	State Receipts: Municipal Equalization Aid	\$ 2,906,537.46	\$ 1,412,440.62	\$ 1,632,914.00
14	State Receipts: Other	\$ 918,416.46	\$ 448,489.86	\$ 13,352.00
15	State Receipts: Property Tax Credit			
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
17	Local Receipts: Motor Vehicle Tax	\$ 1,441,599.48	\$ 1,559,877.05	\$ 2,680,100.00
18	Local Receipts: Local Option Sales Tax	\$ 15,197,239.16	\$ 16,274,644.35	\$ 17,362,500.00
19	Local Receipts: In Lieu of Tax	\$ 764,792.42	\$ 1,023,311.09	\$ 280,000.00
20	Local Receipts: Other	\$ 40,714,371.48	\$ 59,080,052.22	\$ 45,602,605.70
21	Transfers In of Surplus Fees	\$ -	\$ -	\$ -
22	Transfers In Other Than Surplus Fees	\$ 1,168,000.00	\$ 1,297,000.00	\$ 1,197,000.00
23	Proprietary Function Funds (Only if Page 6 is Used)			\$ -
24	Total Resources Available (Lines 5 thru 23)	\$ 118,985,599.52	\$ 157,113,552.08	\$ 152,565,357.41
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 77,712,355.07	\$ 111,036,555.71	\$ 109,488,361.04
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 41,273,244.45	\$ 46,076,996.37	\$ 43,076,996.37
27	Cash Reserve Percentage			55%
PROPERTY TAX RECAP		Tax from Line 6		\$ 29,990,469.34
		County Treasurer Commission at 1%		\$ 299,904.69
		Total Property Tax Requirement		\$ 30,290,374.03

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	\$	22,841,921.40
Bond Fund	\$	7,448,452.63
_____ Fund		
_____ Fund		
Total Tax Request	** \$	30,290,374.03

** 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	\$	8,395,637.00
Wastewater-Sewer/Community Betterment-Keno	\$	6,007,305.85
Debt Service/Economic Development-LB840	\$	7,876,393.73
Total Special Reserve Funds	\$	22,279,336.58
Total Cash Reserve	\$	43,076,996.37
Remaining Cash Reserve	\$	20,797,659.79
Remaining Cash Reserve %		27%

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:	

City of Bellevue in Sarpy County

Line No.	2022-2023 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	\$ 8,191,283.81	\$ -	\$ 50,000.00	\$ 6,923,362.52	\$ 160,000.00		\$ 15,324,646.33
3	Public Safety - Police and Fire	\$ 32,010,214.31	\$ 750,000.00	\$ 318,750.00	\$ -	\$ -		\$ 33,078,964.31
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5	Public Works - Streets	\$ 3,816,672.35	\$ 15,156,250.00	\$ 1,600,000.00	\$ 962,661.92	\$ -		\$ 21,535,584.27
6	Public Works - Other	\$ 5,942,984.40	\$ 2,120,000.00	\$ -	\$ -	\$ -		\$ 8,062,984.40
7	Public Health and Social Services	\$ 1,195,883.91	\$ -	\$ 130,000.00	\$ -	\$ -		\$ 1,325,883.91
8	Culture and Recreation	\$ 4,726,166.74	\$ 1,751,600.00	\$ -	\$ -	\$ 755,000.00		\$ 7,232,766.74
9	Community Development	\$ 1,046,616.78	\$ -	\$ -	\$ -	\$ -		\$ 1,046,616.78
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	\$ 4,309,921.00	\$ -	\$ -	\$ -	\$ 2,000.00		\$ 4,311,921.00
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
18	Wastewater	\$ 8,521,743.34	\$ 6,310,000.00	\$ 1,280,000.00	\$ 374,129.96	\$ 280,000.00		\$ 16,765,873.30
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
21	Proprietary Function Funds (Page 6)					\$ -		\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 69,814,606.64	\$ 26,837,850.00	\$ 3,378,750.00	\$ 8,260,154.40	\$ 1,197,000.00	\$ -	\$ 109,488,361.04

- (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.
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2021-2022 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	\$ 7,135,729.06	\$ 726,723.49	\$ 181,625.55	\$ 12,904,334.51	\$ 2,147,059.96		\$ 23,095,472.57
3	Public Safety - Police and Fire	\$ 27,912,645.47	\$ -	\$ 1,943,510.00	\$ -	\$ -		\$ 29,856,155.47
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5	Public Works - Streets	\$ 5,364,588.68	\$ 15,223,586.69	\$ 189,007.00	\$ 1,038,342.32	\$ -		\$ 21,815,524.69
6	Public Works - Other	\$ 4,070,156.87	\$ 147,197.50	\$ 139,559.00	\$ -	\$ -		\$ 4,356,913.37
7	Public Health and Social Services	\$ 1,053,518.73	\$ -	\$ -	\$ -	\$ -		\$ 1,053,518.73
8	Culture and Recreation	\$ 5,208,432.00	\$ 4,374,009.92	\$ 29,724.00	\$ -	\$ 855,000.00		\$ 10,467,165.92
9	Community Development	\$ 424,874.06	\$ -	\$ -	\$ -	\$ -		\$ 424,874.06
10	Miscellaneous	\$ 86,224.74	\$ 3,163,028.62	\$ -	\$ -	\$ -		\$ 3,249,253.36
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
16	Solid Waste	\$ 4,113,204.07	\$ -	\$ -	\$ -	\$ 2,000.00		\$ 4,115,204.07
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
18	Wastewater	\$ 8,232,921.11	\$ 3,616,666.13	\$ 75,000.00	\$ 397,886.23	\$ 280,000.00		\$ 12,602,473.47
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 63,602,294.79	\$ 27,251,212.35	\$ 2,558,425.55	\$ 14,340,563.06	\$ 3,284,059.96	\$ -	\$ 111,036,555.71

- (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.
- (F) **Transfers** should include Transfers and Transfers of Surplus Fees

City of Bellevue in Sarpy County

Line No.	2020-2021 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	\$ 2,536,869.34	\$ 10,871.00	\$ 353,318.13	\$ 13,951,917.01	\$ 929,996.00		\$ 17,782,971.48
3	Public Safety - Police and Fire	\$ 23,418,542.73	\$ 83,229.60	\$ 1,679,362.35	\$ 66,137.80	\$ -		\$ 25,247,272.48
4	Public Safety - Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5	Public Works - Streets	\$ 5,185,168.06	\$ 4,292,016.32	\$ 575,379.18	\$ 971,363.56	\$ -		\$ 11,023,927.12
6	Public Works - Other	\$ 3,421,734.49	\$ 121,111.00	\$ 112,932.76	\$ -	\$ (29,996.00)		\$ 3,625,782.25
7	Public Health and Social Services	\$ 1,001,413.76	\$ -	\$ -	\$ -	\$ -		\$ 1,001,413.76
8	Culture and Recreation	\$ 3,948,716.54	\$ 1,742,757.10	\$ 110,216.00	\$ -	\$ 3,000.00		\$ 5,804,689.64
9	Community Development	\$ 349,130.57	\$ -	\$ -	\$ -	\$ -		\$ 349,130.57
10	Miscellaneous	\$ 148,946.17	\$ -	\$ -	\$ -	\$ -		\$ 148,946.17
11	Business-Type Activities:							
12	Airport	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
13	Nursing Home	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
14	Hospital	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
15	Electric Utility	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
16	Solid Waste	\$ 3,991,915.50	\$ -	\$ -	\$ -	\$ 1,000.00		\$ 3,992,915.50
17	Transportation	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
18	Wastewater	\$ 7,801,953.13	\$ 271,165.49	\$ -	\$ 398,187.48	\$ 264,000.00		\$ 8,735,306.10
19	Water	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
20	Other	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 51,804,390.29	\$ 6,521,150.51	\$ 2,831,208.42	\$ 15,387,605.85	\$ 1,168,000.00	\$ -	\$ 77,712,355.07

(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.

(F) **Transfers** should include Transfers and Transfers of Surplus Fees

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

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

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

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

City of Bellevue in Sarpy County

2022-2023 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds		
Total Personal and Real Property Tax Requirements	(1)	\$ 30,290,374.03
Motor Vehicle Pro-Rate	(2)	\$ 108,800.00
In-Lieu of Tax Payments	(3)	\$ 280,000.00
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)	\$ 12,660,000.00
LESS: Amount Spent During 2021-2022	(5)	\$ 6,368,000.00
LESS: Amount Expected to be Spent in Future Budget Years	(6)	\$ 6,292,000.00
Amount to be included as Restricted Funds (<u>Cannot</u> Be A Negative Number)	(7)	\$ -
Motor Vehicle Tax	(8)	\$ 2,680,100.00
Local Option Sales Tax	(9)	\$ 17,362,500.00
Transfers of Surplus Fees	(10)	\$ -
Highway Allocation and Incentives	(11)	\$ 7,069,320.00
	(12)	
Motor Vehicle Fee	(13)	\$ 501,300.00
Municipal Equalization Fund	(14)	\$ 1,632,914.00
Insurance Premium Tax	(15)	\$ -
Nameplate Capacity Tax	(15a)	\$ -
TOTAL RESTRICTED FUNDS (A)	(16)	\$ 59,925,308.03

Lid Exceptions		
----------------	--	--

Capital Improvements (Real Property and Improvements on Real Property)	(17)	\$ 7,535,000.00
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (cannot exclude same capital improvements from more than one lid calculation.)	(18)	\$ 6,292,000.00
Agrees to Line (6).	(19)	\$ 1,243,000.00
Allowable Capital Improvements	(20)	\$ 7,448,452.63
Bonded Indebtedness	(21)	
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(22)	\$ 807,047.80
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)	\$ 9,498,500.43
TOTAL LID EXCEPTIONS (B)		

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form) To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28	\$ 50,426,807.60
--	-------------------------

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 2022-2023

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

Prior Year Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form 54,640,903.85
Option 1 - (Line 1)

OPTION 2
Only use if a vote was taken at a townhall meeting to exceed Lid for one year

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) -
Option 2 - (C)

Calculated Prior Year Restricted Funds Authority (Base Amount) Line (A) Plus Line (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% 4.06 %
(3)

$\frac{300,000,000.00}{2022 \text{ Growth per Assessor}} \div \frac{4,569,937,377.00}{2021 \text{ Valuation}} = \frac{6.56}{\text{Multiply times 100 To get \%}}$

3 ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE 1.00 %
(4)

$\frac{6}{\# \text{ of Board Members voting "Yes" for Increase}} \div \frac{6}{\text{Total \# of Members in Governing Body at Meeting}} = \frac{100.00}{\text{Must be at least 75\% (.75) of the Governing Body}}$

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) 7.56 %
(6)

Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6) 4,130,852.33
(7)

Total Restricted Funds Authority = Line (1) + Line (7) 58,771,756.18
(8)

Less: Restricted Funds from Lid Supporting Schedule 50,426,807.60
(9)

Total Unused Restricted Funds Authority = Line (8) - Line (9) 8,344,948.58
(10)

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

City of Bellevue in Sarpy County
2022-2023 CAPITAL IMPROVEMENT LID EXEMPTIONS

Description of Capital Improvement	Amount Budgeted
Library Improvement (Building)	\$ 1,500,000.00
Street Improvements	\$ 6,035,000.00

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

\$ 7,535,000.00

Municipality Levy Limit Form

City of Bellevue in Sarpy County

Municipality Levy

Personal and Real Property Tax Request	(1)		30,290,374.03
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	7,448,452.63	
Interest Free Financing (Public Airports)	(5)	0.00	
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	<u>0.00</u>	
Total Levy Exemptions	(7)		<u>7,448,452.63</u>
Tax Request Subject to Levy Limit	(8)		22,841,921.40
Valuation	(9)		<u>4,965,635,087</u>
Municipality Levy Subject to Levy Authority	(10)		0.460000
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 77-3443(2))	(15)	<u>0.000000</u>	0.000000
Other	(16)		0.000000
Total Levy for Compliance Purposes	(17)		<u><u>0.460000</u></u> (A)

Levy Authority

Municipality Levy Limit	(18)		0.450000
Municipality property taxes designated for interlocal agreements	(19)	<u>807,047.80</u>	0.016253
Total Municipality Levy Authority	(20)		<u><u>0.466253</u></u> (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

2022-2023 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES

This budget is for a VILLAGE; therefore the allowable growth provisions of the Property Tax Request Act DO NOT apply.

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) \$ 27,876,618.00
(Total Personal and Real Property Tax Required from prior year budget - Cover Page)

Base Limitation Percentage Increase (2%) 2.00 % (2)

Real Growth Percentage Increase

$$\frac{78,214,731.00}{2022 \text{ Real Growth Value per Assessor}} \div \frac{4,493,793,693.00}{\text{Prior Year Total Real Property Valuation per Assessor}} = 1.74 \% (3)$$

Note: Real Growth Value per Assessor for purposes of the Property Tax Request Act (§77-1631) is different than the growth value for purposes of the Lid on Restricted Funds (§13-518). The County Assessor must provide you with separate growth amounts.

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 3.74 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) \$ 1,042,585.51

TOTAL BASE PROPERTY TAX REQUEST AUTHORITY (Line 1 + Line 5) (6) \$ 28,919,203.51

ACTUAL PROPERTY TAX REQUEST

2022-2023 ACTUAL Total Property Tax Request (7) \$ 30,290,374.03
(Total Personal and Real Property Tax Required from Cover Page)

Property Tax Request exceeds allowable growth percentage. Political subdivision MUST complete the postcard notification requirements, and participate in the joint public hearing.

If line (7) is **greater than** line (6), your political subdivision **is required** to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide your proposed property tax request and telephone number to the County Clerk by September 5th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is **less than** line (6), your political subdivision **is not required** to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.

City of Bellevue
IN
Sarpy County, Nebraska

NOTICE OF SPECIAL 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 9th day of August 2022, at 5:30 P.M., at 1500 Wall Street, Bellevue, Nebraska 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.

2020-2021 Actual Disbursements & Transfers	\$ 77,712,355.07
2021-2022 Actual/Estimated Disbursements & Transfers	\$ 111,036,555.71
2022-2023 Proposed Budget of Disbursements & Transfers	\$ 109,052,941.63
2022-2023 Necessary Cash Reserve	\$ 43,076,996.37
2022-2023 Total Resources Available	\$ 152,129,938.00
Total 2022-2023 Personal & Real Property Tax Requirement	\$ 30,257,256.86
Unused Budget Authority Created For Next Year	\$ 8,644,922.19

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 22,816,947.79
Personal and Real Property Tax Required for Bonds	\$ 7,440,309.07

	2021	2022	Change
Operating Budget	107,632,939.24	109,052,941.63	1%
Property Tax Request	\$ 27,876,618.00	\$ 30,257,256.86	9%
Valuation	4,569,937,377	4,960,206,043	9%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.562005		

Office for the August 9, 2022 Special Budget

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 16th day of August 2022, at 5:30 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska 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.

2020-2021 Actual Disbursements & Transfers	\$ 77,712,355.07
2021-2022 Actual/Estimated Disbursements & Transfers	\$ 111,036,555.71
2022-2023 Proposed Budget of Disbursements & Transfers	\$ 109,488,361.04
2022-2023 Necessary Cash Reserve	\$ 43,076,996.37
2022-2023 Total Resources Available	\$ 152,565,357.41
Total 2022-2023 Personal & Real Property Tax Requirements	\$ 30,290,374.03
Unused Budget Authority Created For Next Year	\$ 8,344,948.58
 Breakdown of Property Tax:	
Personal and Real Property Tax Required for Non-Bond Purposes	\$ 22,816,947.79
Personal and Real Property Tax Required for Bonds	\$ 7,440,309.07

Notice for the August 16, 2022 Budget Hearing

NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1632, that the governing body will meet on the 23rd day of September 2022, at 12:00 o'clock P.M., at 1500 Wall Street, Bellevue, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2021	2022	Change
Operating Budget	107,632,939.24	109,488,361.04	2%
Property Tax Request	\$ 27,876,618.00	\$ 30,290,374.03	9%
Valuation	4,569,937,377	4,965,635,087	9%
Tax Rate	0.610000	0.610000	0%
Tax Rate if Prior Tax Request was at Current Valuation	0.561391		

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. _____

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 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 2022-2023 property tax request be set at:

General Fund: \$ 22,841,921.40

Bond Fund: \$ 7,448,452.63

2. The total assessed value of property differs from last year's total assessed value by 8.66 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 0.561391 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 0.61 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 1.72 percent.

6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2022.

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

Voting yes were:

Voting no were:

Dated this _____ day of _____, 2022

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

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)	
Bellevue, Sarpy County	11-1-11 to 10-31-16 Amended to 10-31-21 3-15-22 to 3/15/24	Animal Control Services with the Nebraska Humane Society	\$ 172,200.00
Bellevue, Sarpy County	10-1-18 to 9-30-19 10-1-19 to 9-30-22 10-1-22 to 9-30-25	IT Services	\$ 119,184.00
Bellevue, Sarpy County, Gretna, Papillion, LaVista, and Springfield	7-1-11 until terminated	800 MHZ System (E-911)	\$ 65,925.00
Bellevue, Gretna, Papillion, LaVista, and Springfield	4-10-2017 until terminated	United Cities of Sarpy County. Interlocal Cooperation Agreement to promote common legislative interests.	\$ 9,014.80
Bellevue, Gretna, Papillion, LaVista, Springfield, Papio-Missouri River NRD & Sarpy County	7-1-2013 to 6-30-2019 7-1-2019 to 6-30-2025	Geographic Information System (GIS)	\$ 72,000.00
Sarpy County and City of Bellevue	7-28-14 until terminated	Cost sharing the professional services agreement with Burns & McDonnell & the software update & support services agreement with Azteca Systems	
Bellevue, Boys Town, Gretna, Lavista, Omaha, Papillion, Ralston, Sarpy County, Papio- Missouri NRD	7-1-14 to 6-30-19 7-1-19 to 6-30-24	Papillion Creek Watershed Partnership (Storm Water Management)	\$ 36,400.00
Bellevue, Papio-Missouri River Natural Resources District	6-26-2016 until terminated	Bellevue/Offutt Drainage Maintenance	\$ 60,000.00
Bellevue Public Schools	10-13-14 Apprv'd Continue Annually unless terminated by	Two School Resource Officers; one for Bellevue West High School and one for Bellevue East High School	
Cities of Papillion and Bellevue (Fire Departments)	12-30-09 to N/A	Purchase & Maintenance of records management hardware, software, training, travel & deployment	
Cities of Papillion and Bellevue (Fire Departments)	3-2-11 to N/A	Purchase & Maintenance of fax utility server for electronic patient care report project (ePCR)	
Douglas County Sheriff's Office	11/2014 - 11/19 12-1-19 to 11-30-24	Forensic Services	
Eastern Sarpy County Fire Protection District	7-23-12 to 7-22-17 and automatically renewed for 5 year	To provide fire and rescue services	
Gretna, Springfield, Bellevue, Papillion, Sarpy County, Papio-Missouri River Natural Resources District	10-13-16 to 7/1/19 6-18-19 to 6/30/24	Southern Sarpy County Watershed Partnership	\$ 26,000.00
Gretna, Springfield, Bellevue, Papillion, Sarpy County, Papio-Missouri River Natural Resources District	10-13-16 to 7/1/19 6-18-19 to 6/30/2024	Southern Sarpy County Watershed Partnership	\$ 26,000.00
		Amount from Interlocal Form 2 of 3	\$ 32,500.00
		Amount from Interlocal Form 3 of 3	\$ 187,824.00

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS
REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

City of Bellevue**SarpyCounty**

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
LaVista, Omaha, Papillion, Ralston, Sarpy County, Douglas County, and State of Nebraska	4-28-97 to N/A	Extraterritorial Law Enforcement Authority	
Metro Area Planning Agency (MAPA), all Cities and Counties in Omaha Meropolitan Area	1-8-74 to N/A	Regional Council of Government	
Nebraska Community Energy (NCEA) South Sioux City, Bellevue, Nebraska City, Central City, Seward, Lexington, Omaha	Amended & Restated June 2014 continuing for 60 years	Interlocal Agreement to receive grant funds for electric vehicles & electric charging stations	
Omaha	4-22-86 to 4-28-2011 Renewed 4-25-11 to 4-24-2036	Omaha Public Power District (OPPD) Franchise to provide electric distribution	
Omaha	10-31-73 to N/A	Metropolitan Area Transit (MAT)	
Omaha	5-29-12 to N/A	Crime Lab Services	
Omaha and Bellevue	7/20/21 Until terminated	Cost Sharing Harrison Street Project	
Omaha Fire Department	2-13-12 to N/A	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones"	
Omaha Public Schools	10-1-16 to 7-31-19 8-1- 19 to 6-1-2022 6-1-22 to 6-1-24	School Resource Officers for Bryan Middle & High Schools	
Papillion Fire Department	2-3-12 until terminated	Operational Response of Automatic Aid for Service Memorandum of Understanding for assistance in certain "zones" (Amended 9-22-14)	
Papillion, LaVista, and Bellevue	6-8-92 to N/A	Jurisdictional Boundries	
Papio- Missouri Natural Resource District (PMNRD)	11-01-00 to N/A	Bellevue Trail Management	
Papio-Missouri River Natural Resources District	5-14-12 for 50 years following completion of construction	Special Operations & Maintenance Agreement for city to maintain restrooms in Jewell Park & McCann Park (part of \$20,000 grant from PMRNRD	
Eastern NE Clean Energy Assessment District; City of Omaha; Bellevue; Bellevue Clean Energy Assessment	Initial term 10 yrs; Renewal of 5 yrs for 3 consecutive periods; 9-	City of Omaha - Clean Energy Assessment Program	
Sarpy County, Bellevue, LaVista, and Papillion	5-1-18 to 4-30-19 5-1-19 to 4-30-20 5-1-20 to 4-30-21	Sharing of costs of ProPhoenix, an integrated Public Safety Software System	\$ 32,500.00
55th Wing, Offutt Air Force Base	1-19-21 to 6-19-26	Fire & emergency services during a pandemic or other State of Emergency	
Douglas County and Cooperating Agencies	7-21-20 to 7-21-25	Backup to other agencies & to grant authority beyond primary jurisdiction	

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS
REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

City of Bellevue**SarpyCounty**

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
Papio-Missouri River Natural Resources District	1/14/13 with permanent duration	Missouri River Floodway Purchase Program for purchase of 1600 Bluff Street	
Papio-Missouri River Natural Resources District and Sarpy County	5-27-12 with permanent duration	Missouri River Floodway Purchase Program	
Plattsmouth	4-19-04 until terminated	South Metro SWAT Team services	
Sarpy County	1-27-09 Automatically renews for 3-year terms unless either	Agreement to charge and be billed by Sarpy County for use of landfill by Papillion Sanitation for trash service in the City of Bellevue	
Sarpy County	Apprv'd 8-27-12 Ongoing	Construction of a Wastewater System for Southeast Sarpy County (First Amended Agreement apprv'd 10-28-13)	
Sarpy County	1-1-17 to 12-31-36	Interlocal Lease for 911 Tower Sites	
Sarpy County	8-24-10 to N/A	Mutual Law Enforcement Assistant Agreement for Joint Jurisdiction Area to include Harlan Lewis Road and the Columban Fathers Property	
State of NE - Dept. of Roads	Annually 1-1-20 to 12-31-20 1-1-21 to 12-31-21 1-	Highway 370 Maintenance Agreement	
Sarpy County, Papillion, LaVista, and Bellevue	4-1-19 to 3-31-22 4-1-22 to 3-31-24	Interlocal Agreement for Special Weapons, Tactics Teams and Crisis Negotiations	
Sarpy County, Bellevue, Springfield, LaVista, Gretna, Papillion	9-25-19 until terminated by mutual agreement	Contribution and Allocation of OPPD in lieu of taxes	
Papio Missouri River Resource District	1-21-2020 until terminated	Interlocal Agreement for placement of a permanent pumping station near the Offutt ditch	
Sarpy County and City of Bellevue	9-17-2019 to end of obligations of project	Cost Share Preliminary Design for 36th Street from 370N to Cornhusker - 50/50 Cost Share	\$ 125,000.00
Sarpy County and Cities	5-1-21 to 4-30-22 Yearly Automatic Renewal	Regarding jail facilities, prosecutorial functions, and other services	
Sarpy County and Cities Wastewater Agency (Bellevue Sewer Services)	5-18-2021 until terminated	Operation of Bellevue sewer services located within the Agency's jurisdiction	
Southern Sarpy Watershed Partnership	7-1-2019 to 6-30-2024 and remain in effect until continuation	Watershed fees from new development within the Southern Sarpy Watershed will be collected specifically for development of Southern Sarpy	\$ 26,000.00
Sarpy County	Ongoing	GIS& Aerial	\$ 36,824.00

Attachment 4
City of Bellevue
Statement of Revenues and Expenditures by Fund
2022-23 Budget
Funds

	General	Wastewater	Community Betterment	Economic Development	Community Development	Law Enforcement Funds	Debt Service	Total City-Wide
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23	2022-23
Revenues								
Property Taxes	\$ 26,083,964	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,529,006	\$ 33,612,969
Sales Taxes	\$ 17,362,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,362,500
Occupation/Business Taxes	\$ 1,668,133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,668,133
State Aid/Payments	\$ 8,716,334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,716,334
Fees, Permits and Licenses	\$ 10,243,852	\$ 11,463,681	\$ -	\$ -	\$ -	\$ 53,000	\$ -	\$ 21,760,533
Grants and Other Cost Sharing	\$ 7,268,922	\$ -	\$ -	\$ -	\$ 1,026,817	\$ -	\$ -	\$ 8,295,739
Other Revenues	\$ 869,300	\$ 193	\$ 1,178,900	\$ -	\$ -	\$ -	\$ -	\$ 2,048,393
Other Bond & Lease Proceeds	\$ 6,500,350	\$ 5,300,000	\$ 2,890	\$ 120	\$ 19,800	\$ -	\$ 3,600	\$ 11,826,760
Transfers (Revenue)	\$ 445,000	\$ 2,000	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ 1,197,000
Total Revenue	\$ 79,158,355	\$ 16,765,873	\$ 1,181,790	\$ 750,120	\$ 1,046,617	\$ 53,000	\$ 7,532,606	\$ 106,488,361
Expenditures								
Salaries & Wages								
Base Pay	\$ 27,799,504	\$ 732,853	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,532,357
Overtime	\$ 401,091	\$ 20,596	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 421,687
Added Pay	\$ 1,931,311	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,940,310
Non Recurring Pay	\$ 422,775	\$ 7,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 429,821
Reimbursements	\$ (205,708)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (205,708)
Total Salaries & Wages	\$ 30,348,971	\$ 769,495	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,118,467
Fringe Benefits								
Employer Payroll Taxes	\$ 2,241,416	\$ 55,334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,296,750
Pension and Retirement	\$ 3,839,382	\$ 46,170	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,885,551
Health and Benefit Insurance	\$ 5,033,108	\$ 158,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,191,251
Total Fringe Benefits	\$ 11,113,906	\$ 259,647	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,373,553
Total Personnel	\$ 41,462,877	\$ 1,029,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,492,020
Department Expenditures	\$ 16,986,717	\$ 7,492,601	\$ 426,790	\$ 120	\$ 1,046,617	\$ 53,000	\$ 376,250	\$ 26,382,094
Total Operational	\$ 58,449,594	\$ 8,521,743	\$ 426,790	\$ 120	\$ 1,046,617	\$ 53,000	\$ 376,250	\$ 68,874,114
Capital Expenditures	\$ 21,876,600	\$ 7,590,000	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ 30,216,600
Other Expenditures								
Capital Leases	\$ 161,566	\$ 68,512	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 230,077
All Other	\$ 1,668,596	\$ 305,618	\$ -	\$ -	\$ -	\$ -	\$ 6,996,356	\$ 8,970,570
Total Other Expenditures	\$ 1,830,162	\$ 374,130	\$ -	\$ -	\$ -	\$ -	\$ 6,996,356	\$ 9,200,647
Transfers (Expenditures)	\$ 2,000	\$ 280,000	\$ 755,000	\$ -	\$ -	\$ -	\$ 160,000	\$ 1,197,000
Total Expenditures	\$ 82,158,355	\$ 16,765,873	\$ 1,181,790	\$ 750,120	\$ 1,046,617	\$ 53,000	\$ 7,532,606	\$ 109,488,361
Net Revenues / (Expenditures)	\$ (3,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,000,000)

Attachment 4
City of Bellevue
Statement of Revenues and Expenditures by Fund
2022-23 Budget
Fund: 10 General

	2021-22		2022-23				
	9+3		Budget 2022-23	2021-22 Fcst vs. 2022-23 Bud		2021-22 Bud vs. 2022-23 Bud	
	Forecast 2021-22	Budget 2021-22		Variance \$ Fav / (Unf)	Variance % Fav / (Unf)	Variance \$ Fav / (Unf)	Variance % Fav / (Unf)
Revenues							
Property Taxes	\$ 23,332,336	\$ 22,762,155	\$ 26,083,964	\$ 2,751,628	11.8%	\$ 3,321,809	14.6%
Sales Taxes	16,274,644	15,497,100	\$ 17,362,500	1,087,856	6.7%	1,865,400	12.0%
Occupation/Business Taxes	1,778,616	2,150,283	\$ 1,668,133	(110,483)	(6.2%)	(482,150)	(22.4%)
State Aid/Payments	7,608,073	7,297,948	\$ 8,716,334	1,108,261	14.6%	1,418,386	19.4%
Fees, Permits and Licenses	11,672,244	8,917,378	\$ 10,243,852	(1,428,392)	(12.2%)	1,326,474	14.9%
Grants and Other Cost Sharing	13,483,193	8,258,922	\$ 7,268,922	(6,214,271)	(46.1%)	(990,000)	(12.0%)
Other Revenues	394,945	434,800	\$ 869,300	474,355	120.1%	434,500	99.9%
Other Bond & Lease Proceeds	6,347,613	6,325,100	\$ 6,500,350	152,737	2.4%	175,250	2.8%
Transfers (Revenue)	4,545,000	4,545,000	\$ 445,000	(4,100,000)	(90.2%)	(4,100,000)	(90.2%)
Total Revenue	85,436,666	76,188,686	\$ 79,158,355	(6,278,310)	(7.3%)	2,969,669	3.9%
Expenditures							
Salaries & Wages							
Base Pay	24,265,036	23,083,998	\$ 27,799,504	(3,534,468)	(14.6%)	(4,715,506)	(20.4%)
Overtime	616,895	353,029	\$ 401,091	215,805	35.0%	(48,061)	(13.6%)
Added Pay	2,227,324	1,481,948	\$ 1,931,311	296,013	13.3%	(449,363)	(30.3%)
Non Recurring Pay	370,068	349,847	\$ 422,775	(52,707)	(14.2%)	(72,928)	(20.8%)
Reimbursements	(333,884)	(395,000)	\$ (205,708)	(128,176)	38.4%	(189,292)	47.9%
Total Salaries & Wages	27,145,440	24,873,822	\$ 30,348,971	(3,203,532)	(11.8%)	(5,475,150)	(22.0%)
Fringe Benefits							
Employer Payroll Taxes	1,998,245	1,888,238	\$ 2,241,416	(243,171)	(12.2%)	(353,178)	(18.7%)
Pension and Retirement	3,062,146	2,723,485	\$ 3,839,382	(777,235)	(25.4%)	(1,115,897)	(41.0%)
Health and Benefit Insurance	4,555,400	5,157,372	\$ 5,033,108	(477,708)	(10.5%)	124,264	2.4%
Total Fringe Benefits	9,615,792	9,769,095	\$ 11,113,906	(1,498,114)	(15.6%)	(1,344,810)	(13.8%)
Total Personnel	36,761,231	34,642,917	\$ 41,462,877	(4,701,646)	(12.8%)	(6,819,960)	(19.7%)
Department Expenditures							
Total Operational	53,048,661	50,932,018	\$ 58,449,594	(5,400,933)	(10.2%)	(7,517,576)	(14.8%)
Capital Expenditures	22,954,943	27,187,431	\$ 21,876,600	1,078,343	4.7%	5,310,831	19.5%
Other Expenditures							
Capital Leases	226,947	226,946	\$ 161,566	65,381	28.8%	65,380	28.8%
All Other	1,581,995	1,090,291	\$ 1,668,596	(86,601)	(5.5%)	(578,305)	(53.0%)
Total Other Expenditures	1,808,943	1,317,237	\$ 1,830,162	(21,219)	(1.2%)	(512,925)	(38.9%)
Transfers (Expenditures)	(3,493,715)	2,000	\$ 2,000	(3,495,715)	100.1%	-	-
Total Expenditures	74,318,832	79,438,686	\$ 82,158,355	(7,839,524)	(10.5%)	(2,719,669)	(3.4%)
Net Revenues / (Expenditures)	\$ 11,117,834	\$ (3,250,000)	\$ (3,000,000)	\$ (14,117,834)		\$ 250,000	
Fund Balance-Beginning	\$ 20,760,593	\$ 15,752,564	\$ 31,878,427				
Fund Balance-Ending	\$ 31,878,427	\$ 12,502,564	\$ 28,878,427				

ORDINANCE NO. 4106

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, 2022, through September 30, 2023. 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 6th day of September, 2022.

APPROVED AS TO FORM:

City Attorney

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: 08/02/2021
Special Budget Hearing: 08/09/2021
Second Reading: 08/16/2021
Third Reading: 09/06/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/06/2022		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 the irregular Westerly 724.67' of Tax Lot 11, located in the the Northwest 1/4 of Section 14, and the irregular Tract in the Northwest Corner of Tax Lot 12, located in the Southwest 1/4 of Section 14, except rights-of-way, all located in T13N, R13E, of the 6th P.M., Sarpy County, Nebraska from AG ML for the purpose of light industrial development. Applicant: HRC Development, LLC. General Location: Fort Crook Road and Fairveiw Road.

SYNOPSIS/BACKGROUND:

Brian Moffett on behalf of HRC Development, LLC, is requesting to rezone a tract of land described as the Irregular Westerly 724.67' of Tax Lot 11, located in the Northwest 1/4 of Section 14, and the Irregular Tract in the Northwest Corner of Tax Lot 12, located in the Southwest 1/4 of Section 14, except rights-of-way, from AG to ML. The applicant is requesting a zoning change to ML in order to facilitate light industrial development; no platting is being requested at this time. This property abuts the intersection of Fort Crook Road South and Fairview Road.

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: YES

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 No. 4107
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. Bree Rollins
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: HRC Development, LLC

CASE #: Z-2207-09

CITY COUNCIL HEARING DATE: September 20, 2022

REQUEST: to rezone the Irregular Westerly 724.67' of Tax Lot 11, located in the Northwest ¼ of Section 14, and the Irregular Tract in the Northwest Corner of Tax Lot 12, located in the Southwest ¼ of Section 14, except rights-of-way, all located in T13N, R13E of the 6th P.M., Sarpy County, NE, from AG to ML for the purpose of industrial development.

On August 25, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one 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 surrounding area.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Compton						Perrin
	Hankins						
	Ritz						
	Aerni						
	Cutsforth						
	Ackley						
	Bennett						
	Jacobson						

Planning Commission Hearing (s) was held on: August 25, 2022

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2207-09

FOR HEARING OF:

REPORT #1: August 25, 2022

REPORT #2: September 20, 2022

I. GENERAL INFORMATION

A. APPLICANT:

HRC Development, LLC
9719 Giles Rd.
LaVista, NE 68128

B. PROPERTY OWNER:

JKKC Properties, LLC
3211 S. 57th Circle
Omaha, NE 68105

C. GENERAL LOCATION:

Fort Crook Road and Fairview Road

D. LEGAL DESCRIPTION:

The Irregular Westerly 724.67' of Tax Lot 11, located in the Northwest ¼ of Section 14, and the Irregular Tract in the Northwest Corner of Tax Lot 12, located in the Southwest ¼ of Section 14, except rights-of-way, all located in T13N, R13E of the 6th P.M., Sarpy County, NE.

E. REQUESTED ACTIONS:

1. Rezone the Irregular Westerly 724.67' of Tax Lot 11, located in the Northwest ¼ of Section 14, and the Irregular Tract in the Northwest Corner of Tax Lot 12, located in the Southwest ¼ of Section 14, except rights-of-way, all located in T13N, R13E of the 6th P.M., Sarpy County, NE, from AG to ML.

F. EXISTING ZONING AND LAND USE:

AG/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone to enable light industrial development.

H. SIZE OF SITE:

The site is approximately 55 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently being used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Light Manufacturing/Vacant (across Fairview Rd), ML
- 2. **East:** Agriculture/Vacant, AG
- 3. **South:** Agriculture/Vacant, AG
- 4. **West:** State Right-of-Way

C. REVELANT CASE HISTORY:

1. On September 26, 2013, the Planning Commission recommended approval for a request to rezone Lots 1 through 6, Kennedy Business Park, being a platting of part of Tax Lots 11 and 12, located in Section 14, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to ML for the purpose of light industrial uses; and preliminary plat Lots 1 through 6, Kennedy Business Park. The City Council approved the aforementioned request on November 12, 2013.

2. On July 23, 2020, the Planning Commission recommended approval for a request to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW ¼, located in the NW ¼ of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW ¼, located in the SW ¼ of Section 14, T13N, R13E of the 6th P.M., Sarpy County, NE from AG to ML for the purpose of light industrial development. After a number of continuances, the applicant withdrew the request on March 2, 2021, prior to a City Council vote.

3. On August 25, 2022, the Planning Commission recommended approval for a request to rezone the Irregular Westerly 724.67' of Tax Lot 11, located in the

Northwest ¼ of Section 14, and the Irregular Tract in the Northwest Corner of Tax Lot 12, located in the Southwest ¼ of Section 14, except rights-of-way all located in T13N, R13E of the 6th P.M., Sarpy County, NE from AG to ML for the purpose of light industrial development.

D. APPLICABLE REGULATIONS:

1. Section 5.27, Zoning Ordinance, regarding Light Manufacturing.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as light manufacturing.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. This property has access from Fairview Road. In addition, the property also has access from Fort Crook Road South.

D. UTILITIES:

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

E. ANALYSIS:

1. Brian Moffett, on behalf of HRC Development, LLC, has submitted a request to rezone a tract of land described as the Irregular Westerly 724.67' of Tax Lot 11, located in the Northwest ¼ of Section 14, and the Irregular Tract in the Northwest Corner of Tax Lot 12, located in the Southwest ¼ of Section 14, except rights-of-way, all located in T13N, R13E of the 6th P.M., Sarpy County, NE, from AG to ML.
2. This property is presently zoned AG. The applicant is requesting a zoning change to ML in order to facilitate light industrial development. No platting is being requested at this time.
3. This property abuts the intersection of Fort Crook Road South and Fairview Road. This portion of Fort Crook Road South is state right-of-way. Future access

points along Fort Crook Road South will need to be coordinated with the Nebraska Department of Transportation.

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 also 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 further stated, "Due to the location of the parcel, there will be noise associated with flying aircraft, but not considered to be at dangerous levels."

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.

7. In 2013, a preliminary plat and ML rezoning was approved for this property for the purpose of a light industrial park. Mr. Frank Krejci was the applicant at that time. A final plat was never submitted; therefore, a plat was not filed, and the approved ML zoning never went into effect.

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 received from Andrew Koster on July 22, 2022

VII. COPIES OF REPORT TO:

1. HRC Development, LLC
2. TD2
3. Public Upon Request

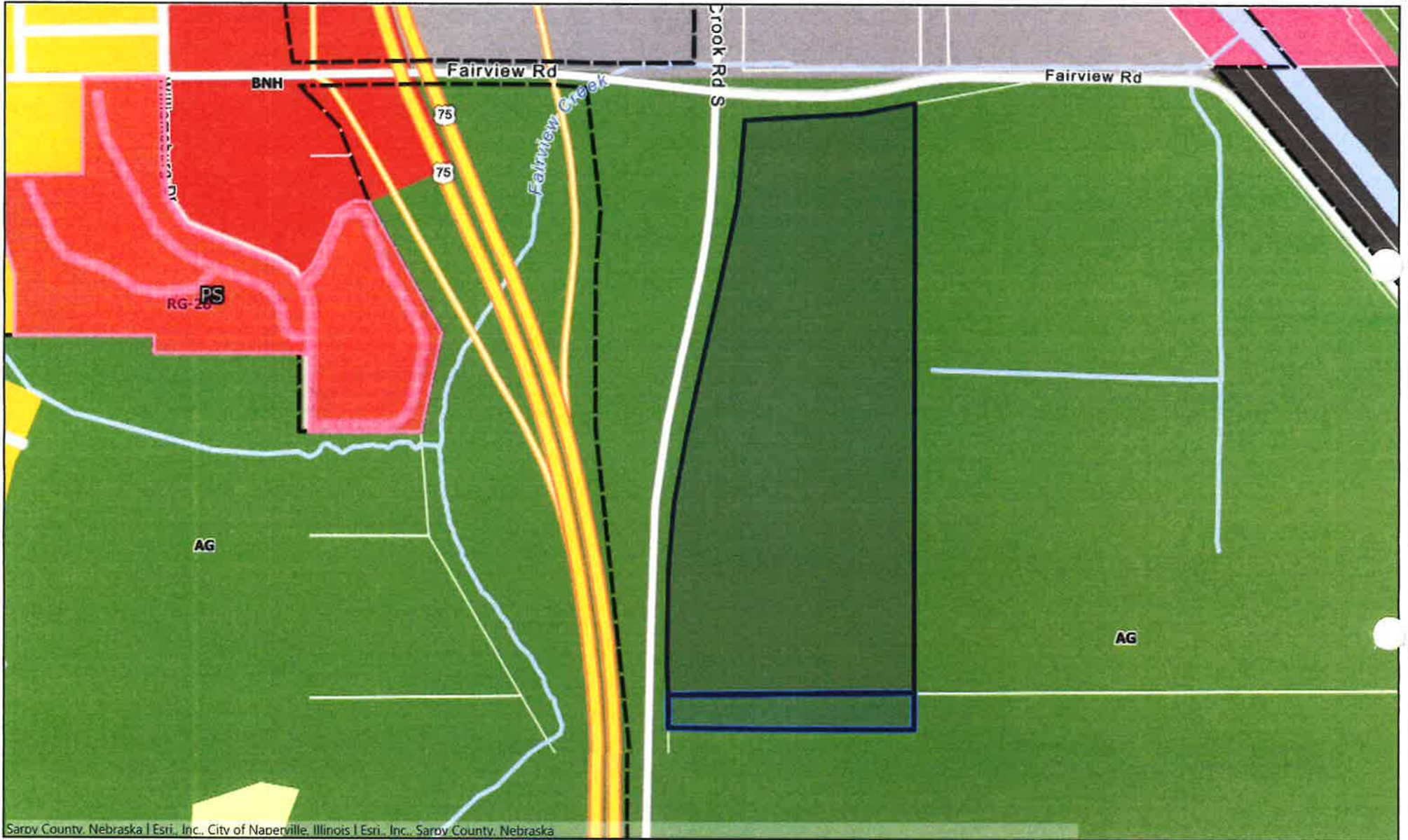

Assistant Planning Manager


Planning Manager

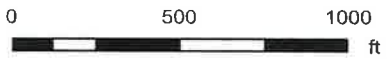

Date of Report



Fairview Road and Fairview Road



Sarpy County, Nebraska | 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



Fort Creek Road and Fairview Road



Esri, Inc. | Copyright © 2014 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



July 22, 2022

Ms. Tammi Palm
Planning Department
City of Bellevue
210 West Mission Avenue
Bellevue, NE 68005

RE: Southeast Corner Fort Crook Rd and Fairview Rd
Rezoning Application
TD2 File No. 2253-108.1

Ms. Palm:

We are submitting to you herewith on behalf of HRC Development, LLC a rezoning application for the property located on the southeast corner of Fort Crook Rd and Fairview Rd (Parcel ID #s 011592519 and 011592518) containing the following items:

1. Executed Rezoning Application form
2. A check for the filing fee of \$525.00 for a property larger than 5 acres. This development is approximately 55 acres.
3. Two (2) full-size copies of the proposed building site plan and layout.

Rezoning is being requested for a change from AG to ML to allow development of this property for light industrial manufacturing buildings and accompanying infrastructure.

This document and attachments have also been submitted electronically via email (tpalm@bellevue.net).

Submitted by:

THOMPSON, DREESSEN & DORNER, INC.



Andrew A. Koster, P.E.

Enclosures

RECEIVED

JUL 22 2022

PLANNING DEPT.

ORDINANCE NO. 4107

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4104 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT FORT CROOK ROAD 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 5, of Ordinance No. 4104 is hereby amended to change the zone classification of the following described parcel of land:

The Irregular Westerly 724.67' of Tax Lot 11, located in the Northwest ¼ of Section 14, and the Irregular Tract in the Northwest Corner of Tax Lot 12, located in the Southwest ¼ of Section 14, except rights-of-way, all located in T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

From AG (Agricultural District) to ML (Light Manufacturing District).

(HRC Development, 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 _____, 2022.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
9/6/2022

COUNCIL MEETING DATE: 09/06/2022		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 amend Section 5.23.02 (12), City of Bellevue Zoning Ordinance, regarding permitted uses in the BGM (Metropolitan General Business) zoning district regarding multi-family residential density. Applicant: Alex Perry.

SYNOPSIS/BACKGROUND:

Alex Perry has submitted a request to amend the BGM zoning district to allow for multi-family residential development to be constructed at a density of 600 square feet of lot area per unit rather than the 800 square feet of lot area per unit currently allowed.

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:

Both the Planning Department and Planning Commission are requesting approval of this request.

ATTACHMENTS:

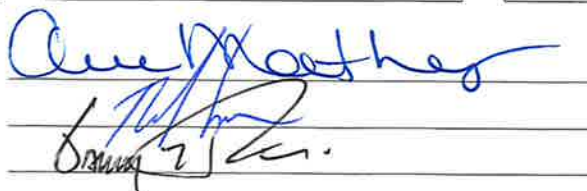
1. PC Recommendation	2. Staff Memo	3. Ordinance No. 4108
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Alex Perry

CASE #: 173

CITY COUNCIL HEARING DATE: September 20, 2022

REQUEST: to amend Section 5.23.02 (12), City of Bellevue Zoning Ordinance, regarding permitted uses in the BGM (Metropolitan General Business District) zoning district regarding multi-family residential density.

On August 25, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL of amendment as presented.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Compton						Perrin
	Hankins						
	Ritz						
	Aerni						
	Cutsforth						
	Ackley						
	Bennett						
	Jacobson						

Planning Commission Hearing (s) was held on: August 25, 2022



We Influence The World!

City of Bellevue
1500 Wall St • Bellevue, Nebraska • 68005 • 402-293-3000

MEMORANDUM

TO: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
FROM: Tammi Palm, Planning Manager
DATE: August 29, 2022
RE: Text Amendment to BGM Zoning District

Alex Perry has requested an amendment to Section 5.23.02 (12), City of Bellevue Zoning Ordinance, regarding the allowable multifamily residential density.

The applicant states the purpose of the request is “to allow for a minimal increase in multifamily density in the BGM/Olde Towne corridor,” which will help facilitate redevelopment of the city’s core area.

The ordinance currently allows residential uses such as “apartment houses, apartment hotels and mixed business and apartment buildings constructed to the standards of the RG 8 zone.” The RG 8 zoning district allows a multifamily dwelling density of 2,500 square feet of lot area per unit for the first four units, after which the minimum lot area may be 800 square feet per unit. The applicant is requesting this be amended to allow a density of 600 square feet of lot area per unit outside of the first four units.

The Planning Department researched allowed multifamily density in surrounding cities and jurisdictions:

- The City of Papillion has a R-4 multifamily zoning district which is defined as 3 or more units. The first four units require 3,000 square feet of lot area per unit, with 1,500 square feet of lot area required after that. The minimum required lot area is 10,000 square feet.
- LaVista has a R-3 zoning district which is defined as allowing high density residential in areas providing all public facilities and supporting facilities to maintain a sound environment for inhabitants. This zoning district requires 3,000 square feet of lot area for the first 4 units, and 1,500 square feet of lot area for each additional unit. The maximum building coverage in this zoning district is 40%.
- Sarpy County utilizes an RG-15 zoning district which allows for multifamily residential buildings at a density of 1,500 square feet of lot area per unit, with a minimum lot area of 10,000 square feet.
- The City of Omaha has several multifamily zoning districts, to include R-WRN (Walkable Residential Neighborhood District), R-6, R-7, and R-8. The R-7 zoning district allows 40 units

per acre and has a minimum lot size of 1,000 square feet. The R-8 zoning district is a high-density multifamily district “most appropriate in centrally located areas near supporting urban services” and near major institutional, employment, and community centers. This district requires a minimum of 500 square feet of lot area per unit, with a 5,000 square foot minimum lot area.

The BGM zoning district is unique to the Olde Towne area, and generally encompasses the Mission Avenue corridor from Lincoln Road to Main Street, and generally one block to the north and south. The BGM zoning is also carried along Franklin Street from Mission Avenue to West 19th Avenue. The intent of this zoning district is to “provide a general business zone which will take into account the special characteristics of the Central Commercial Area.” A text amendment would only apply to this area of the city.

Olde Towne represents Bellevue’s original core and has a variety of uses on smaller lots. A text amendment to allow higher density would be beneficial to assist in the redevelopment of the corridor. Staff would only be supportive of the decrease in density if it were contingent upon the availability of necessary infrastructure. With any high-density development situation, it is important for the city to make sure infrastructure needs will be met.

As such, staff is recommending the following amendment to Sections 5.23.02 (12):

Section 5.23 BGM Metropolitan General Business District

5.23.01 Intent. This zone is designed to provide a general business zone which will take into account the special characteristics of the Central Commercial Area.

5.23.02 Permitted Uses:

1. Retail and service stores and offices of the following types ranging from small stores to small box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
 - A. Animal hospital.
 - B. Animal specialty services.
 - C. Antique Store.
 - D. Apparel store, tailor shops, dressmaker.
 - E. Art gallery.
 - F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
 - G. Automobile parts and supply store.
 - H. Automobile rental store.
 - I. Automotive (light) repair services.
 - J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
 - J. Bank, Savings and Loan Association.
 - K. Barber, beauty shops.
 - L. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
 - M. Book store.
 - N. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddy parks, skating rinks.
 - O. Candy, ice cream store including manufacture, if all production is sold at retail

on the premises or as retail custom orders for delivery.

- P. Car wash.
- Q. Childcare center.
- R. Commercial parking lots.
- S. Community Center (*Ord. 3802, March 9, 2015*)
- T. Convenient store with limited fuel sales.
- U. Dairy products sales.
- V. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
- W. Dental clinic.
- X. Drug or drug-variety store.
- Y. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loudspeaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
- Z. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two-delivery vehicle outside operation.
- AA. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
- BB. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
- CC. Dry goods store.
- DD. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
- EE. Feed and seed store.
- FF. Florist shop.
- GG. Frame shop.
- HH. Frozen food lockers for individual or family trade, but no slaughtering, killing, eviscerating, skinning, plucking, or smoking on the premises.
- II. Furniture and antique homes and stores including used furniture store.
- JJ. Furniture (specialty) shops.
- KK. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.
- LL. Garden supply, commercial greenhouses, nursery stock sales yards.
- MM. Gasoline stations.
- NN. General office uses. (*Ord. No. 3984, December 3, 2019*)
- OO. Gift and card shop.
- PP. Grocery, supermarket.
- QQ. Gunsmith.
- RR. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
- SS. Hobby and craft store.
- TT. Interior design firm.
- UU. Jewelry store.
- VV. Laundry (self-service automatic) of not more than 30 washing units.
- WW. Laundry (self-service automatic) of not more than 50 washing units, provided two loading and unloading spaces are provided. (*Ord. No. 3899, February 12,*

2018)

- XX. Liquor stores.
 - YY. Loan office.
 - ZZ. Locksmith.
 - AAA. Machine sales and service (stationery and office)
 - BBB. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
 - CCC. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
 - DDD. Medical clinics.
 - EEE. Microbreweries and brew pubs.
 - FFF. Music store, music studio.
 - GGG. News and tobacco store.
 - HHH. Outlet retail store.
 - III. Paint, wallpaper, drapery, and floor covering store.
 - JJJ. Pawn shops.
 - KKK. Pet shop, provided that all facilities are fully enclosed.
 - LLL. Photographer, artist, photo finishing, and camera store.
 - MMM. Printing job, when mechanical operation is not visible from a street and employing not over 4 persons.
 - NNN. Real estate sales office.
 - OOO. Restaurant (Drive-in or fast food).
 - PPP. Restaurant (Entertainment).
 - QQQ. Restaurant (General).
 - RRR. Restaurant (Limited).
 - SSS. Secondhand stores.
 - TTT. Shoe repair shop.
 - UUU. Shoe store.
 - VVV. Social club and fraternal organizations, not including uses defined under sexually oriented business.
 - WWW. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
 - XXX. Telephone answering service.
 - YYY. Telephone exchange.
 - ZZZ. Television, radio and small appliance repair.
 - AAAA. Toy and sporting goods store.
 - BBBB. Upholstery shops.
 - CCCC. Variety store.
2. Call center.
 3. Educational Institutions, Business, and Commercial Schools (post-secondary) provided they meet the following conditions:
 - A. Lot Standards: All space limits as specified in the BG zone shall be met.
 - B. Site Plan: Each application shall provide a detailed site plan as required by the Planning Manager.
 4. Governmental Services – administrative Facilities.
 5. Logistical center.
 6. Mortuaries, funeral homes, and funeral chapels.
 7. Motel, Hotel.
 8. 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.

9. Radio and television stations, except transmission towers over 35 feet high.
10. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
11. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
12. Residential - Apartment houses, apartment hotels and mixed business and apartment buildings constructed to ~~standards of the RG 8 Zone~~ **the minimum density of 600 square feet of lot area per unit outside of the first four units, provided all necessary infrastructure is available as determined by city staff. All other standards of the RG 8 zoning district shall apply.**
13. Residential - Single family residences, when not in a business building or on the same zoning lot as a business building, and when in conformity with the space limits of the RG 50 Zone.
14. Theater other than drive-in.
(Ord. No. 3716, April 22, 2013)

5.23.03 Conditional Uses:

1. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
2. Communication Towers meeting the requirements as set forth in Section 8.05.

5.23.04 Permitted Accessory Uses:

1. Accessory uses for residential development shall include those listed under the RG 8 or RG 50 Zone depending upon principle use and shall be established and conducted in accordance with the regulations of that zone.
2. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
3. Residential and small wind energy systems, subject to Section 8.10.

5.23.05 Space Limits:

1. Minimum lot area for business: None.
2. Minimum width of lot: None.
3. Maximum height of building: No restriction except by gross floor area ratio.
4. Minimum front yard: None.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: None.
8. Maximum gross floor area ratio: 12.0
9. Maximum ground coverage: 100 percent.

5.23.06 Miscellaneous Provisions:

1. Off-street loading shall be provided for all new buildings. Off-street parking may be provided by governmental or group action. It is not desired that each building supply parking space to meet its full demands on or adjacent to its site in that such an arrangement would tend to spread the BGM district over too large an area to make pedestrian communication and interchange convenient.
2. All signage shall be in conformance with Article 7.
3. All buildings shall conform to building design regulations in Section 8.12.
4. All landscaping shall conform with Article 9.
5. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment as presented.

ATTACHMENTS:

Letter from Alex Perry received July 29, 2022



July 22, 2022

Attn: City of Bellevue – Planning Department
1510 Wall Street
Bellevue, Nebraska 68005

Re: Text Amendment to 5.23.02 (12) (Permitted Uses in the BGM District)

This letter is to provide additional written justification for the attached Text Amendment Application. The requested amendment will allow for greater flexibility for the redevelopment of the BGM/Old Towne Corridor. Bellevue's original core will benefit from this amendment in a variety of ways.

Most importantly, this amendment will increase the allowable density in a responsible manner, that allows for slightly greater density, while not stressing existing or planned parking or infrastructure. The redevelopment of the Old Towne Corridor will mostly occur on smaller sized lots. This slight increase to allowable density will provide potential developers with a higher chance of making redevelopment projects feasible.

This small increase to allowable density helps create a redevelopment where more people can live, work, and play within short distance of their home. These additional residents are then able to more frequently visit businesses within the walkable corridor area. This helps the retail, food and beverage establishments, and local service businesses be even more successful. Thus, creating a snowball effect, leading to additional redevelopment and investment into Bellevue's original corridor.

Lastly, this amendment allows for additional density to help provide additional workforce housing for Offutt, and other surrounding businesses. Part of the redevelopment of the Old Towne Corridor should be focused on helping local businesses to continue to attract and retain quality employees.

Sincerely,

Alex Perry
Perry Reid Properties

RECEIVED
JUL 29 2022
PLANNING DEPT.

ORDINANCE NO. 4108

AN ORDINANCE TO AMEND SECTION 5.23, ORDINANCE NO. 4104, BELLEVUE ZONING ORDINANCE, RELATING TO ALLOWABLE MULTI-FAMILY RESIDENTIAL DENSITY IN THE BGM (METROPOLITAN GENERAL BUSINESS DISTRICT) ZONING DISTRICT; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE.

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

Section 1. That Section 5.23 of Ordinance No. 4104 is hereby amended to read as follows:

Section 5.23 BGM Metropolitan General Business District

5.23.01 Intent. This zone is designed to provide a general business zone which will take into account the special characteristics of the Central Commercial Area.

5.23.02 Permitted Uses:

1. Retail and service stores and offices of the following types ranging from small stores to small box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
 - A. Animal hospital.
 - B. Animal specialty services.
 - C. Antique Store.
 - D. Apparel store, tailor shops, dressmaker.
 - E. Art gallery.
 - F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
 - G. Automobile parts and supply store.
 - H. Automobile rental store.
 - I. Automotive (light) repair services.
 - J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
 - J. Bank, Savings and Loan Association.
 - K. Barber, beauty shops.
 - L. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
 - M. Book store.
 - N. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddy parks, skating rinks.
 - O. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
 - P. Car wash.
 - Q. Childcare center.
 - R. Commercial parking lots.
 - S. Community Center (*Ord. 3802, March 9, 2015*)
 - T. Convenient store with limited fuel sales.
 - U. Dairy products sales.
 - V. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
 - W. Dental clinic.
 - X. Drug or drug-variety store.

- Y. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loudspeaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
- Z. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two-delivery vehicle outside operation.
- AA. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
- BB. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
- CC. Dry goods store.
- DD. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
- EE. Feed and seed store.
- FF. Florist shop.
- GG. Frame shop.
- HH. Frozen food lockers for individual or family trade, but no slaughtering, killing, eviscerating, skinning, plucking, or smoking on the premises.
- II. Furniture and antique homes and stores including used furniture store.
- JJ. Furniture (specialty) shops.
- KK. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.
- LL. Garden supply, commercial greenhouses, nursery stock sales yards.
- MM. Gasoline stations.
- NN. General office uses. (*Ord. No. 3984, December 3, 2019*)
- OO. Gift and card shop.
- PP. Grocery, supermarket.
- QQ. Gunsmith.
- RR. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
- SS. Hobby and craft store.
- TT. Interior design firm.
- UU. Jewelry store.
- VV. Laundry (self-service automatic) of not more than 30 washing units.
- WW. Laundry (self-service automatic) of not more than 50 washing units, provided two loading and unloading spaces are provided. (*Ord. No. 3899, February 12, 2018*)
- XX. Liquor stores.
- YY. Loan office.
- ZZ. Locksmith.
- AAA. Machine sales and service (stationery and office)
- BBB. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
- CCC. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
- DDD. Medical clinics.
- EEE. Microbreweries and brew pubs.
- FFF. Music store, music studio.
- GGG. News and tobacco store.
- HHH. Outlet retail store.
- III. Paint, wallpaper, drapery, and floor covering store.
- JJJ. Pawn shops.
- KKK. Pet shop, provided that all facilities are fully enclosed.
- LLL. Photographer, artist, photo finishing, and camera store.
- MMM. Printing job, when mechanical operation is not visible from a street and employing not over 4 persons.
- NNN. Real estate sales office.
- OOO. Restaurant (Drive-in or fast food).

- PPP. Restaurant (Entertainment).
- QQQ. Restaurant (General).
- RRR. Restaurant (Limited).
- SSS. Secondhand stores.
- TTT. Shoe repair shop.
- UUU. Shoe store.
- VVV. Social club and fraternal organizations, not including uses defined under sexually oriented business.
- WWW. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
- XXX. Telephone answering service.
- YYY. Telephone exchange.
- ZZZ. Television, radio, and small appliance repair.
- AAAA. Toy and sporting goods store.
- BBBB. Upholstery shops.
- CCCC. Variety store.
- 2. Call center.
- 3. Educational Institutions, Business, and Commercial Schools (post-secondary) provided they meet the following conditions:
 - A. Lot Standards: All space limits as specified in the BG zone shall be met.
 - B. Site Plan: Each application shall provide a detailed site plan as required by the Planning Manager.
- 4. Governmental Services – administrative Facilities.
- 5. Logistical center.
- 6. Mortuaries, funeral homes, and funeral chapels.
- 7. Motel, Hotel.
- 8. 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.
- 9. Radio and television stations, except transmission towers over 35 feet high.
- 10. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
- 11. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
- 12. Residential - Apartment houses, apartment hotels and mixed business and apartment buildings constructed to the minimum density of 600 square feet of lot area per unit outside of the first four units, provided all necessary infrastructure is available as determined by city staff. All other standards of the RG-8 zoning district shall apply.
- 13. Residential - Single family residences, when not in a business building or on the same zoning lot as a business building, and when in conformity with the space limits of the RG 50 Zone.
- 14. Theater other than drive-in.
(Ord. No. 3716, April 22, 2013)

5.23.03 Conditional Uses:

- 1. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
- 2. Communication Towers meeting the requirements as set forth in Section 8.05.

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- 1. Accessory uses for residential development shall include those listed under the RG 8 or RG 50 Zone depending upon principle use and shall be established and conducted in accordance with the regulations of that zone.
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3. Maximum height of building: No restriction except by gross floor area ratio.
4. Minimum front yard: None.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: None.
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9. Maximum ground coverage: 100 percent.

5.23.06 Miscellaneous Provisions:

1. Off-street loading shall be provided for all new buildings. Off-street parking may be provided by governmental or group action. It is not desired that each building supply parking space to meet its full demands on or adjacent to its site in that such an arrangement would tend to spread the BGM district over too large an area to make pedestrian communication and interchange convenient.
2. All signage shall be in conformance with Article 7.
3. All buildings shall conform to building design regulations in Section 8.12.
4. All landscaping shall conform with Article 9.
5. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein.

Section 2. That Sections 5.23 of Ordinance No. 4104, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed.

Section 3. 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 _____, 2022.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13c.
9/6/2022

COUNCIL MEETING DATE: 09/06/2022	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, 2, and 3, Block 1, Vey's Hill Haven Addition and the South 40' of Lot 3, and all of Lots 4, 5, and 6, Block 2, Vey's Hill Haven Addition, together with 1/2 of vacated 37th Street adjacent thereto, all located in the the Northeast 1/4 of Section 20, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from BG and RS-72 to RS-72 for the construction of a church; and small subdivision plat Lot 1, Roca De Salvacion Addition. Applicant: Fortino Ramirez. General Location: 8806 South 36th Street.

SYNOPSIS/BACKGROUND:

Fortino Ramirez, on behalf of Salvacion/Iglesia, is requesting approval of a change of zone and small subdivision plat for Lot 1, Roca De Salvacion Addition, from BG and RS-72 to RS-72. Lot 3, Block 1, Vey's Hill Haven Addition, is a non-conforming BG zoned lot developed with a single family residence and outbuildings. The applicant is requesting the RS-72 zoning to remain consistent with the adjacent neighborhood and to facilitate a conditional use permit for the construction of a church.

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: YES

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 No. 4109
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: Fortino Ramirez
CASE #'s: Z-2206-08 and S-2206-16
CITY COUNCIL HEARING DATE: September 20, 2022

REQUEST: to rezone Lot 1, Roca De Salvacion Addition, being replat of Lots 1, 2, and 3, Block 1, Vey's Hill Haven Addition and the South 40' of Lot 3, and all of Lots 4, 5, and 6, Block 2, Vey's Hill Haven Addition, together with 1/2 of vacated 37th Street adjacent thereto, from BG and RS-72 to RS-72 for the purpose of a church; and small subdivision plat Lot 1, Roca De Salvacion Addition.

On August 25, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, and lack of perceived negative impact upon the surround area.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Compton						Perrin
	Hankins						
	Ritz						
	Aerni						
	Cutsforth						
	Ackley						
	Bennett						
	Jacobson						

Planning Commission Hearing (s) was held on: August 25, 2022



CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2206-08
S-2206-16

FOR HEARING OF:
REPORT #1: August 25, 2022
REPORT #2: September 20, 2022

I. GENERAL INFORMATION

A. APPLICANT:

Fortino Ramirez
2858 Sprague Street
Omaha, NE 68108

B. PROPERTY OWNERS:

Salvacion/Iglesia
8806 S. 36th Street
Bellevue, NE 68147

C. GENERAL LOCATION:

8806 S 36th Street

D. LEGAL DESCRIPTION:

Lot 1, Roca De Salvacion Addition, being a replat of Lots 1, 2, and 3, Block 1, Vey's Hill Haven Addition and the South 40' of Lot 3, and all of Lots 4, 5, and 6, Block 2, Vey's Hill Haven Addition, together with ½ of vacated 37th Street adjacent thereto, all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 1, Roca De Salvacion Addition, from BG and RS-72 to RS-72.
2. Small subdivision plat Lot 1, Roca De Salvacion Addition

F. EXISTING ZONING AND LAND USE:

BG and RS-72, Single-Family Residential/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change of zone and small subdivision plat approval to facilitate a conditional use permit request to allow for the construction of a church.

H. SIZE OF SITE:

The site is approximately 4.88 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Lot 3, Block 1, Vey's Hill Haven Addition, is developed with a single family residence and outbuildings. The remainder of the property is vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential/RS-72 (across Marie Street)
2. **East:** Single Family Residential/ RS-72 (across S. 36th Street)
3. **South:** OPPD Substation/RS-72
4. **West:** Vacant (OPPD property)/RS-72

C. REVELANT CASE HISTORY:

On August 25, 2022, the Planning Commission recommended approval of a request to rezone Lot 1, Roca De Salvacion Addition, being a replat of Lots 1, 2, and 3, Block 1, Vey's Hill Haven Addition and the South 40' of Lot 3, and all of Lots 4, 5, and 6, Block 2, Vey's Hill Haven Addition, together with ½ of vacated 37th Street adjacent thereto, all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG and RS-72 to RS-72, and small subdivision plat Lot 1, Roca De Salvacion Addition.

D. APPLICABLE REGULATIONS:

1. Section 5.10, Zoning Ordinance, regarding RS-72 uses and requirements.
2. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

If the applicant's zoning and platting is approved, he is requesting a conditional use permit for the purpose of a church on the property.

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. The property currently has access from a private driveway off South 36th Street.

D. UTILITIES:

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

E. ANALYSIS:

1. Fortino Ramirez, on behalf of Salvacion/Iglesia is requesting approval of a rezoning and small subdivision plat for Lot 1, Roca De Salvacion Addition, from BG and RS-72 to RS-72. The applicant is requesting the RS-72 zoning to remain consistent with the adjacent neighborhood and to facilitate a conditional use permit for the construction of a church. Section 5.10.03 allows churches as a conditional use permit in the RS-72 zoning district.
2. Lots 3, Block 1, Vey's Hill Haven Addition, is a non-conforming BG (General Business) zoned lot developed with a single family residence and outbuildings. The remainder of the property is currently vacant.
3. The applicant is requesting a change of zone from BG and RS-72 to RS-72. This zoning is consistent with the adjacent single family residential neighborhood as well as Omaha Public Power District's (OPPD) property.
4. 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 Public Works Department, Sarpy County Administrator, and the Omaha 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.

Public Works Engineer Matt Knight requested technical revisions to the small subdivision plat. The applicant's surveyor has since satisfied these comments.

No other comments were received in this case.

5. The Future Land Use Map of the Comprehensive Plan shows these properties as commercial and medium density residential based on its current zoning.
6. Staff believes this zoning request is compatible with the surrounding neighborhoods.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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


VI. ATTACHMENTS TO REPORT


1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter received June 24, 2022
4. Small Subdivision Plat received August 5, 2022

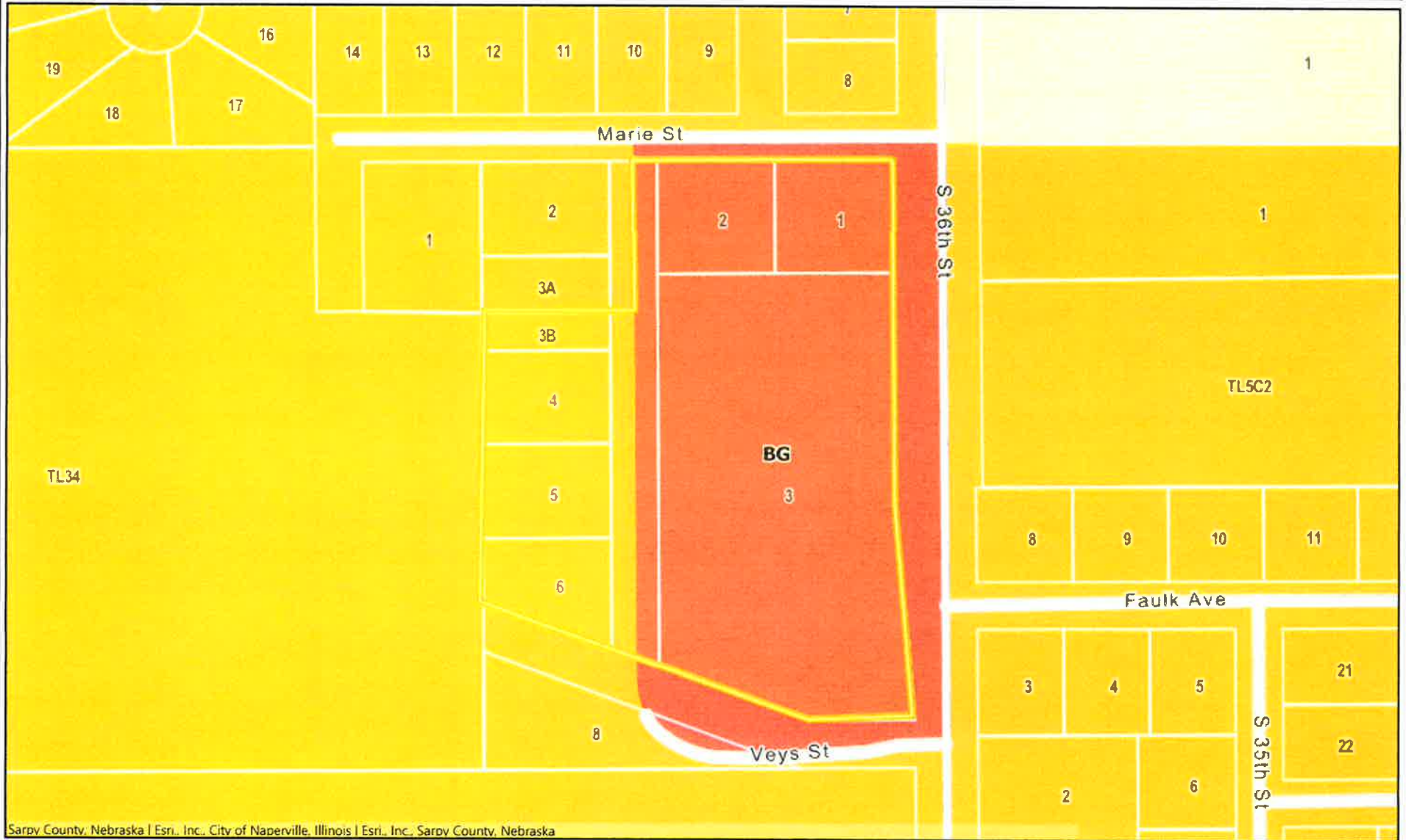
VII. COPIES OF REPORT TO:

1. Fortino Ramirez
2. Salvacion/Iglesia – Otoniel Garcia
3. Dennis Whitfield
4. Public Upon Request

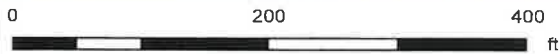

Assistant Planning Manager


Planning Manager


Date of Report



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



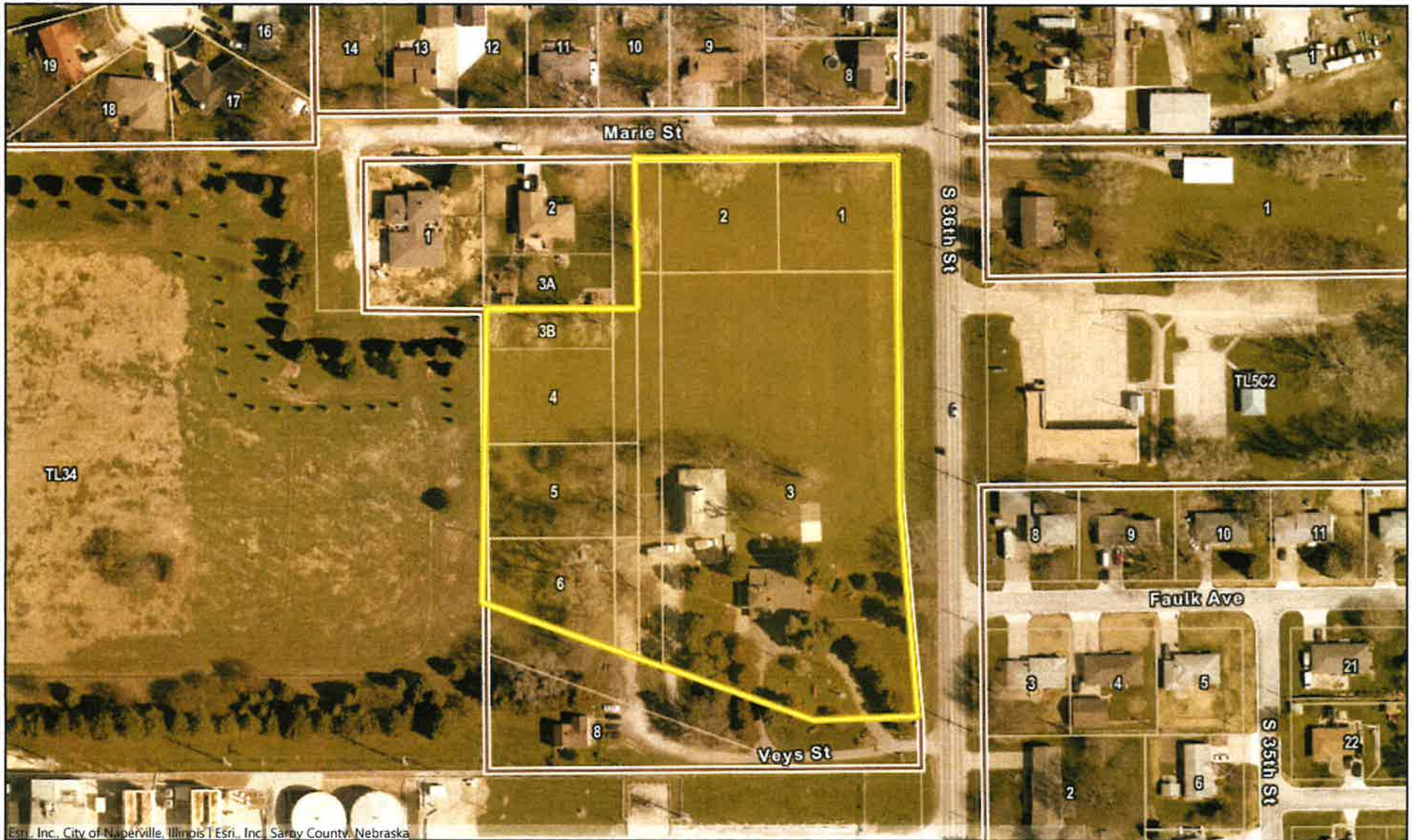
Map Scale 1: 2257

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.

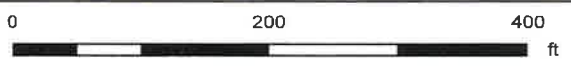


Notes





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



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





June 24, 2022

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

Re: Lots 1, 2 & 3 of Block 1 Vey's Hill Haven Addition, City of Bellevue, NE – Request for Rezone Justification Letter

To whom it may concern:

This letter is in support of the application to rezone Lots 1, 2 and 3 of Block 1 within Vey's Hill Haven Addition from the existing zoning BG, General Business District to RS-72, Single-Family Residential.

Located at the southwest corner of the 36th and Marie Street intersection, the currently zoned BG lots are surrounded by RS-72 and RE (Residential Estates) zoning. As currently permitted under the RS-72 district provided a conditional use permit; the current owner, Iglesia Pentecostes Roca de Salvacion, a local Christian religious group, intends to rezone to complement adjacent lots and request a conditional use permit to construct a new building that will be used together with (2) existing structures (1 barn, 1 residential home) for church related activities.

It is also the intent of the owner to combine in a replat the currently zoned BG lots with adjacent RS-72 lots, 3B, 4, 5 and 6 of Block 2, Vey's Hills Addition, into one single lot zoned RS-72. The combination of lots and rezoning is required to provide sufficient space to construct the proposed building together with supporting driveways, parking lots, landscaping, utilities, and stormwater mitigation.

For this reason, in addition to a submitted rezoning application that is consistent with Zoning Ordinance No. 3619 of the City of Bellevue, we respectfully request the rezoning is approved as submitted.

Should you need additional information, please do not hesitate to contact me by e-mail at framirez@trekkdesigngroup.com or by phone (402) 216-7716.

Sincerely,
TREKK Design Group, LLC

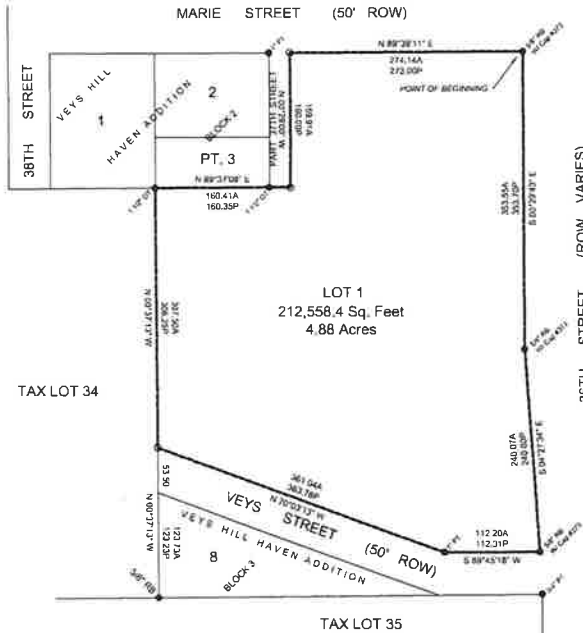
A handwritten signature in black ink that reads "Fortino Ramirez". The signature is written in a cursive style with a large, stylized "F" and "R".

Fortino Ramirez, PE
Project Manager

ROCA DE SALVACION ADDITION

LOT 1

Being a replat of all of Lots 1, 2 and 3, Block 1, the South 40.0 feet of Lot 3 and all of Lots 4, 5 and 6, Block 2, all in VEYS HILL HAVEN ADDITION as surveyed, platted and recorded in the Northeast 1/4 of Section 20, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, together with 1/2 Vacated 37th Street adjacent thereto.



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been found or set at all corners of said subdivision to be known as ROCA DE SALVACION ADDITION, being a replat of all of Lots 1, 2 and 3, Block 1, the South 40.0 feet of Lot 3 and all of Lots 4, 5 and 6, Block 2, all in VEYS HILL HAVEN ADDITION as surveyed, platted and recorded in the Northeast 1/4 of Section 20, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, together with 1/2 Vacated 37th Street adjacent thereto, more particularly described as follows:
 Beginning at the Northeast corner of said Lot 1, Block 1, thence S 00° 29' 43" E, (assumed bearing) along the West Right-of-Way line of 36th Street a distance of 353.55 feet; thence continuing along said West Right-of-Way line S 04° 27' 34" East a distance of 240.07 feet to the Southeast corner of said Lot 3, Block 1; thence South 89° 45' 18" West along the North Right-of-Way line of Veys Street a distance of 112.20 feet; thence continuing along said Right-of-Way North 00° 03' 13" West a distance of 361.04 feet to the Southwest corner of said Lot 6, Block 2; thence North 00° 37' 13" West along the West line of said Lots 6, 5, 4 and part of 3, Block 2, a distance of 307.50 feet; thence North 89° 37' 08" East along a line 40.0 feet North of and parallel to the South line of Lot 3, Block 2, a distance of 160.41 feet to a point on the Centerline of 37th Street; thence North 00° 29' 00" West along said Centerline a distance of 159.91 feet to a point on the South Right-of-Way line of Marie Street; thence North 89° 38' 11" East along said Right-of-Way a distance of 274.14 feet to point of beginning and containing 4.88 acres more or less.

Dennis L. Whitfield, P.E., L.S., L.S. 449

Date: 6-22-22

RECEIVED

AUG 05 2022

PLANNING DEPT.

DEDICATION

Know all men by these presents that I, Otoniel Garcia, President of Iglesia Pentecostes Roca De Salvacion, a Nebraska non-profit corporation, being the owner of the property described within the Surveyor's Certificate and embraced within this Plat, have caused said land to be replatted as shown, said addition to be hereafter known as "ROCA DE SALVACION ADDITION", and I do hereby ratify and approve of the deposition of the property as shown on this plat, and I do hereby dedicate to the public for public use, the street and we do further grant perpetual easements to Omaha Public Power District (OPPD), Cox Communications, and Centurylink across a five (5) foot wide strip of land abutting all front and side boundary lot lines; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivider shall grant perpetual easements 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 thereon pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cut-de-sac streets. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid or rights herein granted.

In witness whereof, I do set my name this ____ day of _____, 2022.

Otoniel Garcia, President
Iglesia Pentecostes Roca De Salvacion

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
) SS
 County of _____)
 On this ____ day of _____, 20____, before me, a Notary Public duly commissioned and qualified in and for said County, appeared Otoniel Garcia, President of Iglesia Pentecostes Roca De Salvacion, a Nebraska non-profit corporation, known by me to be the identical person whose name is affixed to the Dedication on this Plat, and did acknowledge the execution inherent to be his voluntary act and deed. My Commission expires _____.

Notary Public

COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and as shown by the records of this office.

Sarpy County Treasurer Date

BELLEVUE CITY COUNCIL APPROVAL

This Plat of "ROCA DE SALVACION ADDITION" was approved by the City Council of Bellevue on this ____ Day of _____, 20____. Approval of this final Plat shall become null and void Ninety (90) days from the date of City Council approval if this Plat is not filed with the Register of Deeds as provided in Section 4-10 of the City of Bellevue Subdivision Regulations.

Mayor

Attest

APPROVAL OF CITY OF BELLEVUE PLANNING COMMISSION

This Plat of "ROCA DE SALVACION ADDITION" was approved by the City of Bellevue Planning Commission.

Chairman of City Planning Commission Date

REVIEWED BY SARPY COUNTY PUBLIC WORKS

This Plat of "ROCA DE SALVACION ADDITION" was reviewed by the Sarpy County Surveyor's Office.

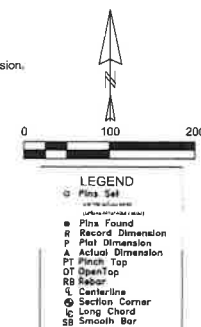
Sarpy County Engineer / Surveyor Date

Reserved for Sarpy County Deeds Office

ROCA DE SALVACION ADDITION
City of Bellevue - Small Subdivision

D_WS Land Surveying
2915 Sheridan Road, Bellevue, NE 68123

Date: 6-22-22
Project: 126-13 FINAL
Sheet: 1 of 1



ORDINANCE NO. 4109

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4104 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 8806 SOUTH 36TH 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 5, of Ordinance No. 4104 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Roca De Salvacion Addition, being replat of Lots 1, 2, and 3, Block 1, Vey's Hill Haven Addition and South 40' of Lot 3, and all of Lots 4, 5, and 6, Block 2, Vey's Hill Haven Addition, together with 1/2 of vacated 37th Street adjacent thereto, all located in the Northeast 1/4 of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From BG (General Business District) and RS-72 (Single Family Residential - 7,200 Square Foot Zone) to RS-72 (Single-Family Residential – 7,200 Square Foot Zone)

(Fortino Ramirez)

Section 2. This ordinance shall not take effect until such time as the small subdivision plat of Roca De Salvacion Addition, 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 _____, 2022.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

14a.
9/6/2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/06/2022		SUBMITTED BY: 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 type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of the Annual Veteran's Parade

SYNOPSIS/BACKGROUND:

The Greater Bellevue Area Chamber of Commerce / Bellevue Economic Enhancement Foundation is applying for an Event License for the annual Nebraska's Official Veteran's Parade to be held on Saturday, November 5, 2022 from 7:00 a.m. to 12:00 p.m. The parade will utilize Mission Avenue to Franklin Street ending at Washington Park.

FISCAL IMPACT: \$ 50.00 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: CONTRACT TERM: N/A CONTRACT END DATE: N/A

PROJECT NAME: N/A

START DATE: END DATE: PAYMENT DATE: 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: ACCOUNT NUMBER:

RECOMMENDATION:

Approval of the Event Application for the Great Bellevue Area Chamber of Commerce / Bellevue Economic Enhancement Foundation for Nebraska's Official Veteran's Parade on Saturday, November 5, 2022 utilizing Mission Avenue to Franklin Street, ending at Washington Park from 7:00 a.m. to 12:00 p.m.

ATTACHMENTS:

1. Event Application	2. Comments from Police, Parks, and Streets	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:







CITY OF BELLEVUE

APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 and 5-37, and hereby submits the following facts in support thereof:

Date: August 24, 2022

APPLICANT (Name/Address/Phone #): Greater Bellevue Area Chamber of Commerce, Attn: Michelle Y. Andahl, 1036 Bruin Blvd, Suite 119, Bellevue, NE 68005, 402-281-4997

CORPORATION (Name/Address): Bellevue Economic Enhancement Foundation and Greater Bellevue Area Chamber of Commerce

CORPORATION OFFICERS: Tom Deall: Chair, Amanda Glazebrook: Immediate Past Chair Shelly Spencer: Vice President, Todd Aerni: Secretary, Joel Dighans: Treasurer, Kelly Vaugh: Executive Board Member

PROPOSED ACTIVITY: Nebraska's Official Veteran's Parade

DAY/DATE OF PROPOSED ACTIVITY: Saturday, November 5th, 2022

LOCATION OF PROPOSED ACTIVITY: Mission Avenue to Franklin Street ending at Washington Park

HOURS OF OPERATION: 7:00 a.m. to 12:00 noon

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

- 1. Sanitary Facilities: Porta Potties at Mission and Burt Murphy and Washington Park
- 2. Running Water: None needed
- 3. Power: None Needed
- 4. Parking: Side streets north and south of Mission Avenue
- 5. Insurance: _____

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises.

Signature of Applicant: *Michelle Y. Andahl*

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on August 31, 2022
City Council hearing date: September 6, 2022
License Fee of \$50 paid on: _____ Receipt #: _____

NOTE: Police Dept./Parks Dept./Street Dept. make recommendations on reverse side.



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
Asst. Chief Dargy
Sgt. Larry Lampman

- Parks Department
Jim Shada
Mark Blackburn

- Streets Department
Bobby Riggs

- Public Works Department
Doug Clark

FROM: Susan Kluthe

DATE: April 25, 2022

SUBJECT:

Request for an Event License Application for Greater Bellevue Area Chamber of Commerce on Saturday, November 5, 2022 from Mission Avenue to Franklin Streeting ending at Washington Park, from 7:00 a.m. to 12:00 p.m., for annual Nebraska's Official Veteran's Parade.

Please make comments on the above request and return to Susan Kluthe, by, Tuesday, August 30, 2022. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, therefore we will proceed accordingly. Thank you!

Comments

No Comments

Empty rectangular box for comments.

Karen Chandler
Signature or Fill in Your Name

8/25/2022
Date

Susan Kluthe

From: Larry Lampman
Sent: Thursday, August 25, 2022 3:31 PM
To: Susan Kluthe
Subject: Re: Review for Veteran's Parade

 No issues from the PD.

Thanks,
Larry

Sergeant Larry Lampman

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

From: Susan Kluthe
Sent: Thursday, August 25, 2022 8:33:46 AM
To: Tom Dargy; Larry Lampman; Jim Shada; Mark Blackburn; Doug Clark; Bobby Riggs
Cc: Shirley Harbin
Subject: Review for Veteran's Parade

Attached is the application and review form for the Veteran's Day scheduled for November 5th. Please review, comment, sign and date Event Review Form and return to me. Let me know if you have any questions.

Thank you!

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



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
Asst. Chief Dargy
Sgt. Larry Lampman

- Parks Department
Jim Shada
Mark Blackburn

- Streets Department
Bobby Riggs

- Public Works Department
Doug Clark

FROM: Susan Kluthe

DATE: April 25, 2022

SUBJECT:

Request for an Event License Application for Greater Bellevue Area Chamber of Commerce on Saturday, November 5, 2022 from Mission Avenue to Franklin Streeting ending at Washington Park, from 7:00 a.m. to 12:00 p.m., for annual Nebraska's Official Veteran's Parade.

Please make comments on the above request and return to Susan Kluthe, by, Tuesday, August 30, 2022. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, therefore we will proceed accordingly. Thank you!

- Comments
No Comments

No known conflicts with the event as proposed. No additional comments.

Bobby Riggs

[Handwritten signature]

Signature or Fill in Your Name

08/25/2022

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14b.
9/6/2022

COUNCIL MEETING DATE: 08/16/2022		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 checked="" type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>		

SUBJECT:

Request to approve the Fiscal Year 2023-2028 Capital Improvement Plan. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The CIP is being done in conjunction with the current budget. The first year of the CIP corresponds with the proposed annual budget. For FY 2023, the proposed Capital Projects total \$30,216,600 with \$22,912,600 being funded by the City and \$7,304,000 being funded from outside sources. The total cost of all projects shown in the CIP is \$315,343,275 with \$259,661,475 being funded by the City and \$54,681,800 coming from outside sources.

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 is recommending approval of the CIP. The Planning Commission recommended approval of the CIP as presented, to include LB840 funding of \$750,000 each year of the plan. (The attached CIP document reflects this amendment.)

ATTACHMENTS

1	PC Recommendation Sheet	2	Planning Department Memo	3	Fiscal Year 2023-2028 Capital Improvement Plan
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 Roblin
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: 172

CITY COUNCIL HEARING DATE: August 16, 2022

REQUEST: to approve the 2023-2028 Capital Improvement Plan.

On July 28, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL of the 2023-2028 City of Bellevue Capital Improvement Plan as presented, to include LB840 funding of \$750,000 each year of the plan.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Compton						Cutsforth
	Hankins						
	Ritz						
	Aerni						
	Ackley						
	Bennett						
	Perrin						
	Jacobson						

Planning Commission Hearing (s) was held on: July 28, 2022

MEMORANDUM

TO: City Council
FROM: Angela Curry, Assistant Planning Manager
DATE: August 9, 2022
SUBJECT: Proposed FY 2023-2028 City of Bellevue Capital Improvement Plan

Attached for your review is the proposed City of Bellevue Capital Improvement Plan for Fiscal Years 2023 through 2028.

As with past CIPs, the document lists projects by department for each of the years of the plan. For each project, the total cost is shown along with any outside funding sources and the amount of the funding. The source of City funding is the General Fund, unless otherwise shown. For projects beyond the upcoming annual budget, the funding sources are shown where they have been identified. The total for each department, as well as the yearly total is also included. Following the list of projects and costs is a list of the projects with a brief description.

The first year of the CIP corresponds with the proposed annual budget. For FY 2023 the proposed Capital Projects total is \$30,216,600 with \$22,912,600 being funded by the City and \$7,304,000 being funded from outside sources. For FY 2024, the proposed Capital Projects total \$63,144,250 with \$55,468,950 being funded by the City and \$6,675,300 being funded from outside sources. The total cost of all capital projects shown in the CIP is \$315,343,275 with \$259,661,475 being funded by the City and \$54,681,800 coming from outside sources.

The CIP includes several major future projects. Major projects include a Library Renovation (\$5,200,000), MUD water main extension (\$7,050,000), and Wastewater South Lift Station Flood Recovery improvements (\$2,300,000). Significant road improvement projects within the plan include the continuation of Phase I 36th Street - Highway 370 to Sheridan Road (\$5,500,00), and the start of Phase II 36th Street - Sheridan Road to Platteview Road right-of-way improvements (\$1,320,000).

Funding for the upcoming fiscal year includes an allocation of \$750,000 for projects within the designated LB 840 area. This amount is carried over into each year of the plan.

Attached are the proposed fiscal year 2023-2028 Capital Improvement Plan (CIP) spreadsheets showing current projected expenditures.

MEMORANDUM

EXPENDITURES BY DEPARTMENT BY YEAR (Amended 8/1/2022)

City Council

<u>DEPARTMENT</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>FY 2024-25</u>	<u>FY 2025-26</u>	<u>FY 2026-27</u>	<u>FY 2027-28</u>	<u>TOTAL</u>
Administrative Services	130,000	156,000	-	-	-	-	286,000
Building Maintenance	120,000	-	-	-	-	-	120,000
Cemetery	-	-	-	-	-	-	-
Code Enforcement	-	34,000	-	-	-	-	34,000
Fire	1,043,750	1,685,000	485,000	171,000	1,010,000	1,165,000	5,559,750
Fleet Maintenance	-	55,000	176,175	-	-	-	231,175
Information Technology(IT)	-	-	-	-	-	-	-
Library	1,500,000	3,200,000	250,000	250,000	-	-	5,200,000
Non Departmental	-	-	-	-	-	-	-
Parks	251,600	3,135,000	-	-	-	-	3,386,600
Permits & Inspections	50,000	180,000	243,000	-	-	-	473,000
Police	25,000	675,000	580,000	500,000	900,000	620,000	3,300,000
Public Works	2,000,000	23,880,000	1,920,000	2,500,000	28,750,000	28,750,000	87,800,000
Recreation	-	-	-	-	-	-	-
Streets	16,756,250	25,154,250	49,300,000	40,401,500	26,216,500	33,314,250	191,142,750
Wastewater	7,590,000	4,240,000	845,000	320,000	315,000	-	13,310,000
Economic Development	750,000	750,000	750,000	750,000	750,000	750,000	4,500,000
TOTAL	30,216,600	63,144,250	54,549,175	44,892,500	57,941,500	64,599,250	315,343,275
City funding	22,912,600	55,468,950	36,136,675	25,802,500	54,741,500	64,599,250	259,661,475
Funding from others	7,304,000	6,675,300	18,412,500	19,090,000	3,200,000	-	54,681,800

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
MEMORANDUM
PROJECTS BY YEAR**

City Council

FISCAL YEAR 2023

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES	Bond
Administrative Services					
AS 23(1) HS Mini Bus Replacement (Vans) (2)	130,000	26,000	104,000		
Total	<u>130,000</u>	<u>26,000</u>	<u>104,000</u>		
Building Maintenance					
BM 23(1) BFD District 3	120,000	120,000	-		
Total	<u>120,000</u>	<u>120,000</u>	<u>-</u>		
Cemetery					
No capital projects this fiscal year.	-	-	-		
Total	<u>-</u>	<u>-</u>	<u>-</u>		
Code Enforcement					
No capital projects this fiscal year.	-	-	-		
Total	<u>-</u>	<u>-</u>	<u>-</u>		
Economic Development					
ED 23(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment	
Total	<u>750,000</u>	<u>750,000</u>	<u>-</u>		
Fire					
FI 23 (1) Replace Engine 21	212,500	212,500	-	25% Down Payment on \$850,000	

FI 23(2) Replace Medic 1	81,250	81,250	
FI 23(3) Replace SCBA	750,000	750,000	25% Down Payment on \$325,000

Total	<u>1,043,750</u>	<u>1,043,750</u>	<u>-</u>
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Fleet

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Information Technology (IT)

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Library

LI 23(1) Library Renovation - 2206 Longo Drive	1,500,000	1,500,000	-
Total	<u>1,500,000</u>	<u>1,500,000</u>	<u>-</u>

Parks

PK 23(1) Bike/Hike Trail Renovations	100,000	100,000	
PK 23(2) New Playground Equipment	55,000	55,000	-
PK 23(3) Vehicles and Equipment	96,600	96,600	
Total	<u>251,600</u>	<u>251,600</u>	<u>-</u>

Permits & Inspections

PI 23(1) 2022 Chevy Colorado Extended Cab 4x4 Truck	50,000	50,000	
Total	<u>50,000</u>	<u>50,000</u>	<u>-</u>

Police

PO 23(1) Technology Update	25,000	25,000	-
Total	<u>25,000</u>	<u>25,000</u>	<u>-</u>

Public Works

PW 23(2) MUD Watermain Extension (WP1871)	2,000,000	2,000,000	-
Total	<u>2,000,000</u>	<u>2,000,000</u>	<u>-</u>

ARPA Fund Usage

Recreation

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Streets

ST 23(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	610,000	610,000	-
ST 23(2) 2023 Concrete Projects	1,610,000	1,610,000	-
ST 23(3) 2023 Overlay Projects	1,045,000	870,000	175,000
ST 23(4) 2023 Reconstruction Projects	1,886,250	1,236,250	650,000
ST 23(5) South 36th Street	7,050,000	1,410,000	5,640,000
ST 23(6) Bridge Repairs	1,975,000	1,535,000	440,000
ST 23(7) Drainage Improvements	980,000	685,000	295,000
ST 23(8) Wall Rehabilitation	-	-	-
ST 23(9) Facilities	175,000	175,000	-
ST 23(10) Road Construction	-	-	-
ST 23(11) Signal Improvements	735,000	735,000	-
ST 23(12) Asset Management	-	-	-
ST 23(13) Vehicles and Equipment	690,000	690,000	-
Total	<u>16,756,250</u>	<u>9,556,250</u>	<u>7,200,000</u>

AC Funding
 See Detail Listing
 See Detail Listing
 See Detail Listing
 See Detail Listing
 See Detail Listing
 See Detail Listing
 See Detail Listing
 See Detail Listing
 See Detail Listing
 See Detail Listing
 See Detail Listing
 See Detail Listing

Wastewater

WW 23 (1) Utility Van Replacement	80,000	80,000	-
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Defered from previous FY due to lack of inventory

WW 23 (2) Quail Creek Lift Station	1,600,000	1,600,000	-	Deferred from previous FY
WW 23 (3) South lift station flood Recovery	2,300,000	2,300,000	-	Rollover portion of ongoing construction work in place
WW 23 (4) Bluff Street lift station and force main replacement	850,000	850,000	-	
WW 23 (6) CIPP Pipeline Rehab, Industrial area	160,000	160,000	-	
WW 23 (7) South Bellevue Sanitary Upgrades (Mission)	1,200,000	1,200,000	-	
WW 23 (8) Haworth and Hero Park Sanitary	1,400,000	1,400,000	-	
Total	7,590,000	7,590,000	-	
 CAPITAL TOTAL ALL DEPARTMENTS	 30,216,600	 22,912,600	 7,304,000	

PROJECT DESCRIPTIONS

AS 23(1)

AS 23(1) HS Mini Bus Replacement (Vans) (2)

(1) a. Mini Bus - \$65,000

(1) b. Mini Bus - \$65,000

BM 23(1)

BM 23(1) BFD District 3 Window Replacement

ED 23(1)

ED 23(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

FI 23(1-3)

FI 23 (1) Replace Engine 21

FI 23(2) Replace Fire Car 1

FI 23(3) Replace SCBA

LI 23(1)

LI 23(1) Renovation - 2206 Longo Drive

PI 23(1)

PI 23(1) 1-2022 Chevy Colorado Extended Cab 4x4 Truck

PK 23(1-3)

PK 23(1) Bike/Hike Trail Renovation at Banner Park, Faulkland Park, Twin Ridge II, and College Heights Park	100,000	100,000	
PK 23(2) New Playground Equip at Normandy Hills Park	55,000	55,000	
PK 23(3) Vehicles and Equipment (1) Chipper F550 outfitted	96,600	96,600	
Total	<u>251,600</u>	<u>251,600</u>	<u>0</u>

PO 23(1)

PO 23(1) Technology Update (Evidence Servers, Computers)	25,000	25,000	
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PW 23(1)

PW 23(2) MUD Watermain Extension (WP1871) Engineering	2,000,000	2,000,000	
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ST 23(1) Major Street Resurfacing (MAPA/NDOT AC

M146(283B) Chandler Rd; Bellevue Blvd N to 25th St - RESURFACING (MAJOR)	260,000	260,000	0
M146(317) Cedar Island Rd; Chandler Rd to Childs Rd - RESURFACING (MAJOR)	350,000	350,000	0
Total	<u>610,000</u>	<u>610,000</u>	<u>0</u>

ST 23(2) 2023 Concrete Projects

M146(228C) City-wide, various locations - CONCRETE PAVEMENT REHAB; YR 3 (HARLAN DR, 15th ST, HARLAN LEWIS RD)	0	0	0
M146(270A) Giles Rd; 42nd to 48th St - REHAB ADVANCED CONCRETE REPAIRS	245,000	245,000	0
M146(281A) Freeman Dr/Jackson St; Harvell Dr to Mission Ave - REHAB ADVANCED CONCRETE REPAIRS	245,000	245,000	0
M146(282A) Cascio Addition – Kings Dr, Cascio Dr – REHAB ADVANCED CONCRETE REPAIRS	215,000	215,000	0
M146(284A) Mission Ave; Bellevue Toll Bridge to Lincoln Rd - REHAB ADVANCED CONCRETE REPAIRS	440,000	440,000	0
M146(285A) Valleyview, 39th St - REHAB ADVANCED CONCRETE REPAIRS	140,000	140,000	0
M146(297A) St Andrews Rd; Lincoln Rd to Birchcrest Rd - REHAB ADVANCED CONCRETE REPAIRS	130,000	130,000	0
M146(308A) Galvin Rd/Lincoln Rd; Harlan Dr to Bellevue Gate - REHAB ADVANCE CONCRETE REPAIRS	195,000	195,000	0
Total	<u>1,610,000</u>	<u>1,610,000</u>	<u>0</u>

ST 23(3) 2023 Overlay Projects

M146(229) Faulkland Heights Addition; Schroeder Dr E/48th St - RESURFACING	110,000	110,000	0
M146(259) Southern Park Addition; Robin Dr, Giles Rd, 48th Ave, Virginia St - RESURFACING	585,000	585,000	0
M146(288C,D) Harrison St; Sarpy Ave to 36th St - RESURFACING	350,000	175,000	175,000
Total	<u>1,045,000</u>	<u>870,000</u>	<u>175,000</u>

ST 23(4) 2023 Reconstruction Projects

M146(74A) Capehart Rd; 27th to 36th St - YR 3 ENG/DESIGN --> RECONSTRUCTION	125,000	125,000	0
M146(205A) Drainage area west of Harlan Lewis Rd, Industrial Dr to Paradise Park - ENG/DESIGN --> DRAINAGE IMPROVEMENTS, DRAINAGE STRUCTURES - YR 1/2 (30% PLANS)	50,000	50,000	0
M146(215A) Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - ENG/DESIGN --> RECONSTRUCT ASPHALT STREETS	190,000	190,000	0
M146(216B) Forest Hills Addition; Shagbark Ct, Redbud Ln, Forestview Cir - ENG/DESIGN --> RECONSTRUCT ASPHALT STREETS	35,000	35,000	0
M146(236A) 36th & Chandler intersection - ENG/DESIGN YR 1; --> INTERSECTION IMPROVEMENTS; DRAINAGE STRUCTURES, SIDEWALKS, PAVING	111,250	111,250	0
M146(305A) 36th St; Cornhusker to 370 - ENG/DESIGN WORK --> RECONSTRUCTION (FINAL DESIGN, PS &E)	1,100,000	550,000	550,000
M146(324A) Cornhusker Rd; Ft Crook to 25th St YR 2 - STUDY --> COORIDOR WIDENING	125,000	25,000	100,000
M146(338A) Mission Ave, Hancock St to Washington St - ENG/DESIGN YR 1/2	150,000	150,000	0
Total	<u>1,886,250</u>	<u>1,236,250</u>	<u>650,000</u>

Pursuing Sarpy 50% cost share

MAPA cost share

ST 23(5) South 36th Street

M146(122D) So 36th St; Hwy 370 to Sheridan Rd - PHASE 1, YR 3 - WIDENING/RECONSTRUCTION	5,500,000	1,100,000	4,400,000
M146(171A) So 36th St; Sheridan Rd to Platteview - PHASE 2, YR 3 - ENG/DESIGN	230,000	46,000	184,000
M146(171A) So 36th St; Sheridan Rd to Platteview - PHASE 2, YR 3 - ROW	1,320,000	264,000	1,056,000
Total	<u>7,050,000</u>	<u>1,410,000</u>	<u>5,640,000</u>

NDOT 80% cost share

NDOT 80% cost share

NDOT 80% reimbursement

ST 23(6) Bridge Repairs

M146(252B) Galvin Rd & Hansen Ave - PEDESTRIAN BRIDGE REMOVAL	500,000	500,000	0
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M146(301B) Schilling Dr; 9th St to 13th St - BRIDGE #U023031235 CONTRACT PLANS, BRIDGE REMOVAL, PAVING	250,000	250,000	0	
	675,000	675,000	0	
M146(321) Harlan Dr & Ft Crook Rd; Bridge #U023001654 - EXPANSION JOINTS, APPROACH SLABS, DRAINAGE STRUCTURES, GUARDRAIL, WALL, PAINT				
M146(348A) Ft Crook Rd - Capehart Rd to Fairview Rd ENG/STUDY	550,000	110,000	440,000	Dependent on BIP Planning Grant award
Total	<u>1,975,000</u>	<u>1,535,000</u>	<u>440,000</u>	

ST 23(7) Drainage Improvements

M146(271A) Whitted Creek; E/25th St, Lynnwood Dr to Blackhawk Dr ENG/DESIGN --> DRAINAGE DITCH REHAB (JACOBS)	425,000	130,000	295,000	NRD Grant
M146(274) NE Corner of Harvell Dr & Lincoln, NE for 0.16 Mi toward Lila Ave - GROUT, SLIP-LINE CONCRETE DRAINAGE PIPE	160,000	160,000	0	
M146(276A,B) College Heights; 407 MMK (Lot 177B) - ENG/DESIGN; DRAINAGE IMPROVEMENTS, YR 1/2 (JACOBS)	0	0	0	
M146(336A,B) Avian Forest - ENG/DESIGN; EASEMENT --> STORM SEWER REPAIRS	95,000	95,000	0	
M146(339A) Copper Creek ENG/DESIGN --> DRAINAGE IMPROVEMENTS, BANK STABILIZATION - YR 1/2 (JACOBS)	100,000	100,000	0	
M146(340A) S 30th St; Harrison St to Chandler Rd - ENG/DESIGN --> STORM SEWER REHAB @ LILLIAN ST - YR 1/2 (JACOBS)	50,000	50,000	0	
M146(341A) Ft Crook Rd; Avery Rd to Peoples Rd ENG/DESIGN - DRAINAGE IMPROVEMENTS - YR 1 (JACOBS)	50,000	50,000	0	
M146(342A) 1200 Lord Blvd - ENG/DESIGN --> STORM SEWER REHAB, DRAINAGE IMPROVEMENTS (JACOBS)	50,000	50,000	0	
M146(347A) Squaw Creek; Area of 30th & Childs Rd to Old 36th St ENG/DESIGN --> STORM SEWER REHAB, DRAINAGE IMPROVEMENTS (JACOBS)	50,000	50,000	0	
Total	<u>980,000</u>	<u>685,000</u>	<u>295,000</u>	

ST 23(8) Wall Rehabilitation

ST 23(9) Facilities

North Shop - Mud Building Remodel & Paving	175000	175000	0	
Total	<u>175000</u>	<u>175000</u>	<u>0</u>	

ST 23(10) Road Construction

ST 23(11) Signal Improvements

M146(337) 36th & Bline - SIGNAL IMPROVEMENTS	85,000	85,000	0
M146(344B) Birchcrest Rd/Lloyd St & Galvin Rd - INTERSECTION CROSSING IMPROVEMENTS, SIGNALS	550,000	550,000	0
Fort Crook & Fairview Roads Intersection Improvements ENG/DESIGN	100,000	100,000	0
	<u>735,000</u>	<u>735,000</u>	<u>0</u>

ST 23(12) Asset Management

ST 23(13) Vehicles and Equipment

PICK UP 10 & 41 (FOR ASPHALT CREW) (80K EA)	160,000	160,000	0
REPLACE ONE TONS (80K EA)	80,000	80,000	0
TANDEM 62(245K)	250,000	250,000	0
SINGLE 20 & 63(200K EA)	200,000	200,000	0
TANDEM 22 (245K)	0	0	0
SINGLE 21 & 64 (200K EA)	0	0	0
TANDEM 26 (245K EA)	0	0	0
PICK UP 3 & 33 (75K EA)	0	0	0
Total	<u>690,000</u>	<u>690,000</u>	<u>0</u>

WW 23 (1-8)

WW 23 (1) Utility Van Replacement	80,000	80,000	
WW 23 (2) Quail Creek Lift Station	1,600,000	1,600,000	
WW 23 (3) South lift station flood Recovery	2,300,000	2,300,000	
WW 23 (4) South ridgeline sanitary improvements	-	-	
WW 23 (5) Bluff Street lift station and force main replacement	850,000	850,000	
WW 23 (6) CIPP Pipeline Rehab, Industrial area	160,000	160,000	
WW 23 (7) South Bellevue Sanitary Upgrades (Mission)	1,200,000	1,200,000	
WW 23 (8) Haworth and Hero Park Sanitary	1,400,000	1,400,000	
Total	<u>7,590,000</u>	<u>7,590,000</u>	<u>0</u>

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
MEMORANDUM
PROJECTS BY YEAR

City Council

FISCAL YEAR 2024

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
AS 24(1) HS Mini Bus Replacement (Vans) (2)	156,000	31,200	124,800	
Total	<u>156,000</u>	<u>31,200</u>	<u>124,800</u>	
Building Maintenance				
No capital projects this fiscal year.	-	-	-	
Total	<u>-</u>	<u>-</u>	<u>-</u>	
Cemetery				
No capital projects this fiscal year.	-	-	-	
Total	<u>-</u>	<u>-</u>	<u>-</u>	
Code Enforcement				
CE 24(1) 2024 For F150 1/2 Ton Extended Cab 4x4 Truck	34,000	34,000	-	
Total	<u>34,000</u>	<u>34,000</u>	<u>-</u>	
Economic Development Fund				
ED 24(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment

Total	750,000	750,000	-
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Fire

FI 24(1) Replace Utility 3 1997 Pierce	975,000	975,000	-
FI 24(2) Replace Fire Car 1	55,000	55,000	-
FI 24(3) Replace Fire Car 3 1997 Chev 2500	55,000	55,000	-
FI 24(4) Replace Fire Car 9	55,000	55,000	-
FI 24 (5) Replace Utility 1 2004 F350	90,000	90,000	-
FI 24(6) Half of the Police/Fire Command post	250,000	250,000	-
FI24(7) Purcuse Boat	160,000	160,000	-
FI 24(8) Purchase pickup and topper	45,000	45,000	-
Total	1,685,000	1,685,000	-

Fleet

FLT 24 (1) Ford F350 crew cab	55,000	55,000	-
	-	-	-
	-	-	-
Total	55,000	55,000	-

Information Technology (IT)

No capital projects this fiscal year.	-	-	-
Total	-	-	-

Library

LI 24(1) Renovation - 2206 Longo Drive	3,200,000	3,200,000	-
Total	3,200,000	3,200,000	-

Parks

PK 24(1) American Heroes Park	80,000	80,000	
PK 24(2) Ballfield Lighting	3,000,000	3,000,000	
PK 24(3) New Playground Equipment	55,000	55,000	-
Total	<u>3,135,000</u>	<u>3,135,000</u>	<u>-</u>

Permits & Inspections

PI 24(1) 2024 Chevy Colorado Extended Cab 4x4 Truck	60,000	60,000	-
PI 24(2) 2024 Chevy Colorado Extended Cab 4x4 Truck	60,000	60,000	-
PI 24(3) 2024 Chevy Colorado Extended Cab 4x4 Truck	60,000	60,000	-
	-	-	-
Total	<u>180,000</u>	<u>180,000</u>	<u>-</u>

Police

PO 24(1) Fleet Purchase	400,000	400,000	-
PO 24(2) Technology Update	175,000	175,000	-
PO 24(3) Range Updates	100,000	100,000	-
PO 24(1) Fleet Purchase	700,000	700,000	-
PO 24(2) Command/Control	395,000	395,000	-
Total	<u>675,000</u>	<u>675,000</u>	<u>-</u>

Public Works

PW 24(1) Public Works Facility	2,880,000	2,880,000	-
PW 24(2) MUD Watermain Extension (WP1871)	20,000,000	20,000,000	-
PW 24(1) Public Works Facility	1,000,000	1,000,000	-
Total	<u>23,880,000</u>	<u>22,880,000</u>	<u>-</u>

Recreation

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

ED 24(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

- FI 24(1) Replace Utility 3 1997 Pierce
- FI 24(2) Replace Fire Car 1
- FI 24(3) Replace Fire Car 3 1997 Chev 2500
- FI 24(4) Replace Fire Car 9
- FI 24 (5) Replace Utility 1 2004 F350
- FI 24(6) Half of the Police/Fire Command post
- FI24(7) Purcase Boat
- FI 24(8) Purchase pickup and topper

- PK 24(1) Install new fountain at American Heroes Park
- PK 24(2) Ballfield Lighting at Baldwin & Haworth Fields
- PK 24(3) New Playground Equipment for Sorenson Park
- PK 23(3) Vehicles and Equipment
 - (1) Crew cab mower puller F450
 - (2) Chassis only for flatbed sander F350
 - (3) Chevy Colorado

- PI 24(1) 2023 Chevy Colorado Extended Cab 4x4 Truck
- PI 24(2) 2023 Chevy Colorado Extended Cab 4x4 Truck
- PI 24(3) 2023 Chevy Colorado Extended Cab 4x4 Truck

- PO 24(1) Fleet Purchase
- PO 24(2) Technology Update
- PO 24(3) Range Updates

- PW 24(1) Public Works Facility PHASE 1 ENG/DESIGN YR 1/2
- PW 24(2) MUD Watermain Extension (WP1871) CONSTRUCTION

ST 24(1) Major Street Resurfacing (MAPA/NDOT AC Funding)

M146(270B) Giles Rd; 42nd to 48th St - RESURFACING (MAJOR)	270,000	270,000	0
M146(281B) Freeman Dr/Jackson St; Harvell Dr to Mission Ave - RESURFACING (MAJOR)	345,000	345,000	0
M146(282A,B) Cascio Addition – Kings Dr, Cascio Dr – REHAB ADVANCED CONCRETE REPAIRS / RESURFACING (MAJOR *CASCIO)	215,000	215,000	0
M146(284B) Mission Ave; Bellevue Toll Bridge to Lincoln Rd - RESURFACING (MAJOR)	1,220,000	1,220,000	0
M146(308B) Galvin Rd/Lincoln Rd; Harlan Dr to Bellevue Gate - RESURFACING	550,000	550,000	0

Total	2,600,000	2,600,000	0
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ST 24(2) 2024 Concrete Projects

M146(228D) City-wide, various locations - CONCRETE PAVEMENT REHAB; YR 4 (36th ST, BROOK DR TO 370; SAMSON WAY)	275,000	275,000	0
M146(233A) Area: 36th to 42nd St, Suburban Dr to Giles Rd REHAB ADVANCED CONCRETE REPAIRS	315,000	315,000	0
M146(238A) Childs Rd E; Camp Gifford Rd to Ft Crook Rd - REHAB ADVANCED CONCRETE REPAIRS	275,000	275,000	0
M146(245A,B) Kayleen Dr; Gregg Rd E to Harvell Dr - REHAB ADVANCED CONCRETE REPAIRS / RESURFACING (MAJOR)	510,000	510,000	0
M146(286A) Ft Crook Rd; Cornhusker Rd to Capehart Rd - REHAB ADVANCED CONCRETE REPAIRS	395,000	395,000	0
M146(289A) Blue Ridge Addition; Oak Ridge Dr to 36th St, Sherwood Dr to Cornhusker Rd - REHAB, ADVANCED CONCRETE REPAIRS	650,000	650,000	0
M146(292A) Area: Harrison St to Borman St, 45th to 48th St - REHAB ADVANCED CONCRETE REPAIRS	205,000	205,000	0
M146(293A) Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd - REHAB ADVANCED CONCRETE REPAIRS	165,000	165,000	0
M146(296A) S 36th St; Harrison to Chandler - REHAB ADVANCED CONCRETE REPAIRS	115,000	115,000	0
M146(298A) Fairfax Rd; Harvell Dr to Wilroy Rd - REHAB ADVANCED CONCRETE REPAIRS	125,000	125,000	0
M146(316A) 25th St, 625' N/ Sautter Ave to Cornhusker Rd - REHAB ADVANCE CONCRETE REPAIRS	620,000	620,000	0
M146(322A) Harvell Dr; Birchcrest Rd to Ft Crook Rd - REHAB ADVANCE CONCRETE REPAIRS	530,000	530,000	0
Total	4,180,000	4,180,000	0

ST 24(3) 2024 Overlay Projects

M146(241) Kasper St; City limits to Ft Crook Frontage Rd - RESURFACING	315,000	315,000	0
M146(242) Twin Ridge II Addition; Bryan Ave, Victoria Ave - RESURFACING	700,000	700,000	0
M146(285B) Valleyview , 39th St - RESURFACING	160,000	160,000	0
M146(297B) St Andrews Rd; Lincoln Rd to Birchcrest Rd - RESURFACING	155,000	155,000	0
Total	1,330,000	1,330,000	0

ST 24(4) 2024 Reconstruction Projects

M146(194A) Gilmore Lake Rd e/ 25th St - ENG/ DESIGN --> RECONSTRUCTION, DRAINAGE IMPROVEMENTS	108,000	108,000	0
M146(215B) Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - RECONSTRUCTION YR 1/4	790,000	790,000	0
M146(236A) 36th & Chandler intersection - ENG/DESIGN YR 2; ROW --> INTERSECTION IMPROVEMENTS; DRAINAGE STRUCTURES, SIDEWALKS, PAVING	111,250	111,250	0
M146(305B) 36th St, Cornhusker to 370 - ROW, UTILITIES	1,125,000	225,000	900,000
M146(312A) So 32nd St; Chandler Rd to City Limits S/Evelyn St - ENG/DESIGN --> RECONSTRUCTION	51,000	51,000	0
M146(324A) Cornhusker Rd; Ft Crook to 25th St YR 2 - ENG/DESIGN --> COORIDOR WIDENING	500,000	500,000	0
M146(324A) Cornhusker Rd; Ft Crook to 25th St YR 3 - ENG/DESIGN --> COORIDOR WIDENING	345,000	345,000	0
M146(338A) Mission Ave, Hancock St to Washington St - ENG/DESIGN --> STORM SEWER REHAB, DRAINAGE IMPROVEMENTS - YR 1/2 (JACOBS)	150,000	150,000	0
M146(345A) Childs Rd W; Ft Crook Rd to Nebraska Dr ENG/DESIGN --> RECONSTRUCTION YR 1/2 (30% PLANS)	28,000	28,000	0
Total	3,208,250	2,308,250	900,000

ST 24(5) South 36th Street

M146(171B) So 36th St; Sheridan Rd to Platteview - PHASE 2, YR 1 - CONSTRUCTION	8,250,000	1,650,000	6,600,000	NDOT 80% cost share
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ST 24(6) Bridge Repairs

0	0	0
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ST 24(7) Drainage Improvements

M146(205A) Drainage area west of Harlan Lewis Rd, Industrial Dr to Paradise Park - ENG/DESIGN --> DRAINAGE IMPROVEMENTS, DRAINAGE STRUCTURES - YR 2/2 (100% PLANS)	35,000	35,000	0	
M146(266A) Fontenelle Hills Addition near 502 Edgewood Ct - ENG/DESIGN --> STORM SEWER REPAIRS AND DRAINAGE IMPROVEMENT (JACOBS)	420,000	420,000	0	
M146(268A) Quail Creek; Outlot 2 Twin Creek Plaza, Parcel ID #011317434 - ENG/DESIGN --> DRAINAGE IMPROVEMENTS (JACOBS)	414,000	134,000	280,000	NRD Grant
M146(271B) Whitted Creek; E/25th St, Lynnwood Dr to Blackhawk Dr --> DRAINAGE DITCH REHAB - YR 1/2 (JACOBS)	1,077,500	475,000	602,500	NRD Grant

M146(276B) College Heights; 407 MMK (Lot 177B) - EROSION MITIGATION, DRAINAGE IMPROVEMENTS, YR 2/2	1,420,000	1,420,000	0
M146(318) Ft Crook Rd; Chandler to Capehart - DRAINAGE STRUCTURE REHAB, YR 2	100,000	100,000	0
M146(339A) Copper Creek ENG/DESIGN --> DRAINAGE IMPROVEMENTS, BANK STABILIZATION - YR 2/2 (JACOBS)	168,000	168,000	0
M146(340A) S 30th St; Harrison St to Chandler Rd - ENG/DESIGN --> STORM SEWER REHAB @ LILLIAN ST - YR 2/2 (JACOBS)	19,000	19,000	0
M146(341A) Ft Crook Rd; Avery Rd to Peoples Rd ENG/DESIGN - DRAINAGE IMPROVEMENTS - YR 2/2 (JACOBS)	39,000	39,000	0
M146(343A) Spring Creek north of Gilmore Lake Rd ENG/DESIGN --> DRAINAGE IMPROVEMENTS, BANK STABILIZATION - YR 1/2 (JACOBS)	15,000	15,000	0
Total			
	3,707,500	2,825,000	882,500

ST 24(8) Wall Rehabilitation

M146(230A) Lincoln Rd., Ludwig Dr to Mission Ave - ENG/DESIGN --> WALL, SIDEWALK INSTALLATION, DRAINAGE STRUCTURES	54,000	54,000	0
M146(231A) Lincoln Rd., Lorraine Ave to Lorraine Dr - ENG/DESIGN --> WALL, PAVING, SIDEWALK INSTALLATION	58,000	58,000	0
	112,000	112,000	0

ST 24(9) Facilities

M146(325B) City of Bellevue Public Works Facility - SITE PREP, UTILITIES	25,000	25,000	
SOUTH SHOP - STORM, INLETS IN YARD (MS4)	105,000	105,000	
SOUTH SHOP - GUTTERS, PAINT EXTERIOR, ROOF PROTECTION, PAINT GARAGES/ROOF GARAGES	45,000	45,000	
SW SHOP - GUTTERS, SIDING REPAIR SOUTH EXT WALL	20,000	20,000	
NORTH SHOP - INLETS/STORM IN YARD	12,000	12,000	
NORTH SHOP - SHOP ENTRY DOOR, EAST GARAGE DOOR			
	207,000	207,000	0

ST 24(10) Road Construction

M146(335A) Area; 21st - 25th St s/Cornhusker ENG/DESIGN ---> E/W ACCESS RD CONSTRUCTION	210,000	210,000	0
	210,000	210,000	0

ST 24(11) Signal Improvements

Fort Crook & Fairview Roads Intersection Improvements CONSTRUCTION	750,000	750,000	0
Total	<u>750,000</u>	<u>750,000</u>	<u>0</u>

ST 24(12) Asset Management

0	0	0
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ST 24(13) Vehicles and Equipment

ASPHALT TRAILER	8,000	8,000	
BACKHOE(130K)	130,000	130,000	
LOW BOY TRAILER(60K)	60,000	60,000	
LOW BOY TRACTOR (150K)	150,000	150,000	
CHEMICAL SPRAY EQUIPMENT	18,000	18,000	
3 ARROWBOARDS	24,000	24,000	
TAR MACHINE	40,000	40,000	
PICK UP 31 (75K)	75,000	75,000	
PATCH BOX, SLIDE IN (9K)	9,000	9,000	
HOTSY	7,500	7,500	
PAINT MACHINE	18,000	18,000	
SIGN PRINTER	25,000	25,000	
NEW 39 REPLACEMENT (ANNEXATION NEEDS) (245K)	245,000	245,000	
SINGLE AXLE (220K)	220,000	220,000	
MOTOR GRADER (210K)	210,000	210,000	
Total	<u>1,239,500</u>	<u>1,239,500</u>	<u>0</u>

- WW 24 (1) CCTV Van Replacement
- WW 24 (2) Landings Lift Station Removal
- WW 24 (3) Sewer Capacity Model
- WW 24 (4) CIPP Pipeline Rehab South Bellevue

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
MEMORANDUM
PROJECTS BY YEAR

City Council

FISCAL YEAR 2025

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Building Maintenance				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Cemetery				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Economic Development Fund				
ED 25(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	
Fleet				
FL 25(1) Vehicles and Equipment	176,175	176,175	-	
Total	176,175	176,175	-	

Fire

FI 25 (1) Replace Medic 31	425,000	425,000	-
FI 25 (2) Replace Fire car 4	60,000	60,000	-
Total	<u>485,000</u>	<u>485,000</u>	<u>-</u>

Information Technology (IT)

No capital projects this fiscal year.

Total	<u>-</u>	<u>-</u>	<u>-</u>
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Library

LI 25 (1) Renovation - 2206 Longo Drive	200,000	200,000	-
LI 25 (2) Public Lockers - 2206 Longo Drive	50,000	50,000	-
Total	<u>250,000</u>	<u>250,000</u>	<u>-</u>

Parks

No capital projects this fiscal year.

Total	<u>-</u>	<u>-</u>	<u>-</u>
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Permits and Inspectoins

PI 25(1-3) Chevy Colorado Pickup Trucks	243,000	243,000	-
Total	<u>243,000</u>	<u>243,000</u>	<u>-</u>

Police

PO 25(1) Fleet Purchase	350,000	350,000	-
PO 25(2) Technology Update	175,000	175,000	-
PO 25(3) Speed Trailers	55,000	55,000	-

Total	<u>580,000</u>	<u>580,000</u>	<u>-</u>
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Public Works

PW 25(1) Public Works Facility	1,920,000	1,920,000	-
Total	<u>1,920,000</u>	<u>1,920,000</u>	<u>-</u>

Recreation

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Streets

ST 25(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	6,515,000	6,515,000	-	AC Funding
ST 25(2) 2025 Concrete Projects	4,440,000	4,440,000	-	See Detail Listing
ST 25(3) 2025 Overlay Projects	2,735,000	2,735,000	-	See Detail Listing
ST 25(4) 2025 Reconstruction Projects	24,242,500	10,202,500	14,040,000	See Detail Listing
ST 25(5) South 36th Street	2,750,000	550,000	2,200,000	NDOT 80% cost share
ST 25(6) Bridge Repairs	1,200,000	240,000	960,000	See Detail Listing
ST 25(7) Drainage Improvements	5,622,500	4,410,000	1,212,500	See Detail Listing
ST 25(8) Wall Rehabilitation	1,190,000	1,190,000	-	See Detail Listing
ST 25(9) Facilities	0	0	-	See Detail Listing
ST 25(10) Road Construction	0	0	-	See Detail Listing
ST 25(11) Signal Improvements	105,000	105,000	-	See Detail Listing
ST 25(12) Asset Management	-	-	-	See Detail Listing
ST 25(13) Vehicles and Equipment	500,000	500,000	-	See Detail Listing
Total	<u>49,300,000</u>	<u>30,887,500</u>	<u>18,412,500</u>	

Wastewater

WW 25 (1) Maintenance Truck Replacement	65000	65000	-
WW 25 (2) Whispering Timbers Lift station upgrade	475000	475000	-
WW 25 (3) Artic Package Jet Replacement	280000	280000	-
WW 25 (4) SCADA Server Replacement	25,000	25,000	-
Total	<u>845,000</u>	<u>845,000</u>	<u>-</u>

CAPITAL TOTAL ALL DEPARTMENTS	54,549,175	36,136,675	18,412,500
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PROJECT DESCRIPTIONS

ED 25(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

FI 25 (1) Replace Medic 31

FI 25 (2) Replace Fire car 4

FL 25(1) Vehicles and Equipment

FLT-4 2018 Ford Transit Van Parts Pickup

Above Ground Truck Lifts

LI 25(1) Library Renovation

PI 25(1) 1 Chevy Colorado Truck

PI 25(2) 1 Chevy Colorado Truck

PI 25(3) 1 Chevy Colorado Truck

PO 25(1) Fleet Purchase

PO 25(2) Technology Update (Watchguard/Computers)

PO 25(3) Speed Trailers (Replace 3 Speed Trailers)

LI 25(1) Implement RFID (Radio Identification) System

LI 25(2) Public Lockers

PW 25(1) Public Works Facility PHASE 1 ENG/DESIGN YR 2/2

ST 25(1) Major Street Resurfacing (MAPA/NDOT AC Funding)

	475,000	475,000	-
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M146(238B) Childs Rd E; Camp Gifford Rd to Ft Crook Rd - RESURFACING (MAJOR)	3,645,000	3,645,000	-
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M146(286B) Ft Crook Rd; Cornhusker Rd to Capehart Rd - RESURFACING (MAJOR)	280,000	280,000	-
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M146(293B) Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd - RESURFACING (MAJOR)	335,000	335,000	-
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M146(296B) S 36th St; Harrison to Chandler - RESURFACING (MAJOR)	910,000	910,000	-
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M146(316B) 25th St, 625' N/ Sautter Ave to Cornhusker Rd - RESURFACING (MAJOR)	870,000	870,000	-
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M146(322B) Harvell Dr; Birchcrest Rd to Ft Crook Rd - RESURFACING (MAJOR)	6,515,000	6,515,000	-
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ST 25(2) 2025 Concrete Projects

M146(257A) Southern Valley Addition; 45th-48th St, Suburban Dr to Greene Ave - REHAB, ADVANCE CONCRETE REPAIRS	195,000	195,000	-
M146(263) Bellaire Heights: Crestridge Dr, Hillside Dr, Valleyview Dr, Kirby Ave, Bellaire Blvd REHAB REPAIRS	240,000	240,000	-
M146(269A) Hancock St.; E Mission Ave to E 29th Ave - REHAB ADVANCED CONCRETE REPAIRS	335,000	335,000	-
M146(277A) S 28th Ave; Capehart Rd to Leawood Dr - REHAB ADVANCED CONCRETE REPAIRS	110,000	110,000	-
M146(278A) S 29th Ave; Capehart Rd to Southdale Plaza - REHAB ADVANCED CONCRETE REPAIRS	95,000	95,000	-
M146(286C) Ft Crook Rd, 13th St; Harrison to Cornhusker Rd - REHAB ADVANCE CONCRETE REPAIRS	1,670,000	1,670,000	-
M146(287A) Willow Springs – Lewis and Clark Rd, Hogantown Dr east of 25th St REHAB ADVANCE CONCRETE REPAIRS	225,000	225,000	-
M146(290A) BBN; Prairie Ave to Gregg Rd - REHAB ADVANCE CONCRETE REPAIRS	260,000	260,000	-
M146(291A) BBS, Lord Blvd; Lincoln Rd to Franklin St - REHAB ADVANCE CONCRETE REPAIRS	215,000	215,000	-
M146(309A) Gregg Rd, Bellevue Blvd N to Galvin Rd - REHAB ADVANCE CONCRETE REPAIRS	265,000	265,000	-
M146(310A) Harlan Dr, Galvin Rd to Arboretum Dr - REHAB ADVANCE CONCRETE REPAIRS	550,000	550,000	-
M146(311A) 25th St, Lynnwood Dr to Fairview Rd - REHAB ADVANCE CONCRETE REPAIRS	235,000	235,000	-
M146(346A) Childs Rd W; Kennedy Frwy to 25th St - REHAB ADVANCE CONCRETE REPAIRS	45,000	45,000	-
Total	4,440,000	4,440,000	-

ST 25(3) 2025 Overlay Projects

M146(227) Kirby Addition; Englewood Dr, Garden Ave, Westridge Ave - RESURFACING	415,000	415,000	-
M146(233B) Area: 36th to 42nd St, Suburban Dr to Giles Rd RESURFACING	740,000	740,000	-
M146(250) Area Sarpy Ave to 30th St, Harrison St to Chandler Rd - RESURFACING	705,000	705,000	-
M146(289B) Blue Ridge Addtion; Oak Ridge Dr to 36th St, Sherwood Dr to Cornhusker Rd - RESURFACING	450,000	450,000	-
M146(292B) Area: Harrison St to Borman St, 45th to 48th St - RESURFACING	305,000	305,000	-
M146(298B) Fairfax Rd; Harvell Dr to Wilroy Rd - RESURFACING	120,000	120,000	-
	2,735,000	2,735,000	-

ST 25(4) 2025 Reconstruction Projects

M146(74B) Capehart Rd; 27th to 36th St - RECONSTRUCTION YR1	3,000,000	600,000	2,400,000
M146(194B) Gilmore Lake Rd e/ 25th St - RECONSTRUCTION, DRAINAGE IMPROVEMENTS	1,800,000	1,440,000	360,000

M146(215B) Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - RECONSTRUCTION YR 2/4	790,000	790,000	-
M146(235) Bellevue Blvd North; Prairie Ave to 13th St - BRICK PAVER REHAB	275,000	275,000	-
M146(305B) 36th St, Cornhusker to 370 - YR 1 RECONSTRUCTION	14,100,000	2,820,000	11,280,000
M146(312B) s 32nd St; Chandler Rd to City Limits S/Evelyn St - RECONSTRUCTION	850,000	850,000	-
M146(324A) Cornhusker Rd; Ft Crook to 25th St YR 3 - ENG/DESIGN --> COORIDOR WIDENING	345,000	345,000	-
M146(338A) Mission Ave, Hancock St to Washington St - RECONSTRUCTION	3,000,000	3,000,000	-
M146(345A) Childs Rd W; Ft Crook Rd to Nebraska Dr ENG/DESIGN --> RECONSTRUCTION YR 2/2 (100% PLANS, PS&E)	82,500	82,500	-
Total	24,242,500	10,202,500	14,040,000

ST 25(5) South 36th Street

M146(171C) So 36th St - Sheridan Rd to Platteview Rd - PHASE 2; CONSTRUCTION, YR 2	2,750,000	550,000	2,200,000	NDOT 80% cost share
Total	2,750,000	550,000	2,200,000	

ST 25(6) Bridge Repairs

M146(348A) Ft Crook Rd - Capehart Rd to Fairview Rd ENG/DESIGN	1,200,000	240,000	960,000	Dependent on BIP Constructor
Total	1,200,000	240,000	960,000	

ST 25(7) Drainage Improvements

M146(266B) Fontenelle Hills Addition near 502 Edgewood Ct - STORM SEWER REPAIRS AND DRAINAGE IMPROVEMENT	290,000	290,000	-
M146(268B) Quail Creek; Outlot 2 Twin Creek Plaza, Parcel ID #011317434 - FINAL DESIGN; DRAINAGE IMPROVEMENTS - YR 1/2	1,160,000	550,000	610,000
M146(271B) Whitted Creek; E/25th St, Lynnwood Dr to Blackhawk Dr DRAINAGE DITCH REHAB - YR 2/2	2,292,500	1,690,000	602,500

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
MEMORANDUM
PROJECTS BY YEAR**

City Council

FISCAL YEAR 2026

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services	-	-		
Total	-	-	-	
Building Maintenance	-	-		
Total	-	-	-	
Cemetery	-	-		
Total	-	-	-	
Code	-	-		
Total	-	-	-	
Economic Development Fund				
ED 26(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	
Fire				

FI 26(1) Replace Brush 23	95,000	95,000	-
FI 26(2) Replace G1	16,000	16,000	-
FI 26(3) Replace FC2	60,000	60,000	-
Total	<u>171,000</u>	<u>171,000</u>	<u>-</u>

Fleet

No capital projects this fiscal year.	-	-	-
	-	-	-
	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Information Technology (IT)

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Library

LI 26(1) RFID System - 2206 Longo Drive	200,000	200,000	-
LI 26(2) Public Lockers - 2206 Longo Drive	50,000	50,000	-
Total	<u>250,000</u>	<u>250,000</u>	<u>-</u>

Parks

No capital projects this fiscal year.	-	-	-
	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Permits and Inspections

No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>

Police

PO 26(1) Fleet Purchase	350,000	350,000	-
PO 26(2) Electrical Infrastructure	100,000	100,000	-
PO 26 (3) Technology Update	50,000	50,000	-
	-	-	-
Total	500,000	500,000	-

Public Works

PW 26(1) Public Works Facility	2,500,000	2,500,000	-
	-	-	-
Total	2,500,000	2,500,000	-

Recreation

No capital projects this fiscal year.			
Total	-	-	-

Streets

ST 26(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	\$ 8,255,000	\$ 8,255,000	\$ -	AC Funding
ST 26(2) 2026 Concrete Projects	\$ 705,000	\$ 705,000	\$ -	See Detail Listing
ST 26(3) 2026 Overlay Projects	\$ 640,000	\$ 640,000	\$ -	See Detail Listing
ST 26(4) 2026 Reconstruction Projects	\$ 20,002,500	\$ 6,322,500	\$ 13,680,000	See Detail Listing
ST 26(5) South 36th Street	\$ -	\$ -	\$ -	NDOT 80% cost share
ST 26(6) Bridge Repairs	\$ 6,000,000	\$ 1,200,000	\$ 4,800,000	See Detail Listing
ST 26(7) Drainage Improvements	\$ 4,299,000	\$ 3,689,000	\$ 610,000	See Detail Listing
ST 26(8) Wall Rehabilitation	\$ -	\$ -	\$ -	See Detail Listing
ST 26(9) Facilities	\$ -	\$ -	\$ -	See Detail Listing
ST 26(10) Road Construction	\$ -	\$ -	\$ -	See Detail Listing
ST 26(11) Signal Improvements	\$ -	\$ -	\$ -	See Detail Listing
ST 26(12) Asset Management	\$ -	\$ -	\$ -	See Detail Listing
ST 26(13) Vehicles and Equipment	\$ 500,000	\$ 500,000	\$ -	See Detail Listing
	\$ 40,401,500	\$ 21,311,500	\$ 19,090,000	

Wastewater

WW 26 (1) Stationary Generator Install	250,000	250,000	
WW 26 (2) Collections Truck Replacement	70,000	70,000	
Total	320,000	320,000	-
CAPITAL TOTAL ALL DEPARTMENTS	44,892,500	25,802,500	19,090,000

PROJECT DESCRIPTIONS

ED 26(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

- FI 26(1) Replace Brush 23
- FI 26(2) Replace G1
- FI 26(3) Replace FC2

FL 26(1) Vehicles and Equipment

- FLT-3 2012 Ford F250 Service Truck
- FLT-8 2013 Ford F350 Fabrication Welding Service Truck

- LI 26(1) RFID System
- LI 26(2) Public Lockers

- PO 26 (1) Fleet Purchase
- PO 26 (2) Electrical Infrastructure (Transformers and EV Plug Ins)
- PO 26(3) Technology Update (Computers, etc)

PW 26(1) Public Works Facility PHASE 1 SITE PREP/UTILITIES

ST 26(1) Major Street Resurfacing (MAPA/NDOT AC Funding)

M146(277B) S 28th Ave; Capehart Rd to Leawood Dr - RESURFACING	270,000	270,000	0
M146(278B) S 29th Ave; Capehart Rd to Southdale Plaza - RESURFACING	3,325,000	3,325,000	0
M146(286D) Ft Crook Rd, 13th St; Harrison to Cornhusker Rd - RESURFACING	265,000	265,000	0
M146(290B) BBN; Prairie Ave to Gregg Rd - RESURFACING	775,000	775,000	0
M146(291B) BBS, Lord Blvd; Lincoln Rd to Franklin St - RESURFACING	665,000	665,000	0
M146(309B) Gregg Rd, Bellevue Blvd N to Galvin Rd - RESURFACING	105,000	105,000	0
M146(310B) Harlan Dr, Galvin Rd to Ft Crook Rd - RESURFACING	1,865,000	1,865,000	0
M146(311B) 25th St, Lynnwood Dr to Fairview Rd - RESURFACING	575,000	575,000	0

	410,000	410,000	0
Total	<u>8,255,000</u>	<u>8,255,000</u>	<u>0</u>

ST 26(2) 2026 Concrete Projects

M146(340C) S 30th St; Harrison St to Chandler Rd - REHAB ADVANCE CONCRETE REPAIRS	705,000	705,000	0
Total	<u>705,000</u>	<u>705,000</u>	<u>0</u>

ST 26(3) 2026 Overlay Projects

M146(240) 43rd St; Harrison to Margo St - RESURFACING	180,000	180,000	0
M146(257B) Southern Valley Addition; 45th-48th St, Suburban Dr to Greene Ave - RESURFACING	235,000	235,000	0
M146(277B) S 28th Ave; Capehart Rd to Leawood Dr - RESURFACING	135,000	135,000	0
M146(278B) S 29th Ave; Capehart Rd to Southdale Plaza - RESURFACING	90,000	90,000	0
Total	<u>640,000</u>	<u>640,000</u>	<u>0</u>

ST 26(4) 2026 Reconstruction Projects

M146(74C) Capehart Rd; 27th to 36th St - RECONSTRUCTION YR2	3,000,000	600,000	2,400,000
M146(215) Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - RECONSTRUCTION	790,000	790,000	0
M146(312A) S 32nd St, south of Chandler to City Limits - ENG/DESIGN --> RECONSTRUCTION	575,000	575,000	0
M146(313A) S 42nd St, south of Giles to City Limits - ENG/DESIGN --> RECONSTRUCTION	1,112,500	1,112,500	0
M146(314A) Area 19th to 25th St, Cornellia St to Childs Rd - ENG/DESIGN --> RECONSTRUCTION	14,100,000	2,820,000	11,280,000
M146(315A) Area west fo 36th St, Giles Rd to Marie St - ENG/DESIGN --> RECONSTRUCTION	25,000	25,000	0
M146(328) Bellevue Blvd N; 13th St to n/Prairie Ave - ENG/DESIGN --> COOORDOR REHAB	100,000	100,000	0
M146(216B) Forest Hills Addition; Shagbark Ct, Redbud Ln, Forestview Cir - RECONSTRUCT ASPHALT STREETS	150,000	150,000	0
M146(305B) 36th St, Cornhusker to 370 - YR 2 RECONSTRUCTION	150,000	150,000	0
Total	<u>20,002,500</u>	<u>6,322,500</u>	<u>13,680,000</u>

ST 26(5) South 36th Street

ST 26(6) Bridge Repairs

M146(348A) Ft Crook Rd - Capehart Rd to Fairview Rd CONSTRUCTION YR 1/2 (60%)	6,000,000	1,200,000	4,800,000	Dependent on BIP Constructio
Total	<u>6,000,000</u>	<u>1,200,000</u>	<u>4,800,000</u>	

ST 26(7) Drainage Improvements

M146(157A) Betz Ditch, south of Lloyd St - ENG/DESIGN ----> DRAINAGE IMPROVEMENTS (JACOBS)	250,000	250,000	0
M146(253B) Area 18th to 19th St, north of Chandler Rd - DRAINAGE STRUCTURES	495,000	495,000	0
M146(268B) Quail Creek; Outlot 2 Twin Creek Plaza, Parcel ID #011317434 - DRAINAGE IMPROVEMENTS - YR 2/2	2,259,000	1,649,000	610,000
M146(339B) Copper Creek DRAINAGE IMPROVEMENTS, BANK STABILIZATION - YR 2/3	1,260,000	1,260,000	0
M146(347A) Squaw Creek; Area of 30th & Childs Rd to Old 36th St ENG/DESIGN --> STORM SEWER REHAB, DRAINAGE IMPROVEMENTS - YR 2/2 (JACOBS)	35,000	35,000	0
Total	<u>4,299,000</u>	<u>3,689,000</u>	<u>610,000</u>

ST 26(8) Wall Rehabilitation

0 0 0

ST 26(9) Facilities

0 0 0

ST 26(10) Road Construction

0 0 0

ST 26(11) Signal Improvements

0 0 0

ST 26(12) Asset Management

0 0 0

ST 26(13) Vehicles and Equipment

DEPT EQUIPMENT REPLACEMENT 500,000 500,000 0

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
MEMORANDUM
PROJECTS BY YEAR**

City Council

FISCAL YEAR 2027

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.				
Total	-	-	-	
Building Maintenance				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Cemetery				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Code				
No capital projects this fiscal year.	-	-	-	
Total	-	-	-	
Economic Development Fund				
ED 27(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	
Fire				
FI 27 (1) Replace Engine 1	950,000	950,000	-	

FI 27 (2) Replace FC 8	60,000	60,000	-
	-	-	-
Total	<u>1,010,000</u>	<u>1,010,000</u>	<u>-</u>
Information Technology (IT)			
No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>
Library			
No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>
Parks			
No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>
Permits and Inspections			
No capital projects this fiscal year.	-	-	-
Total	<u>-</u>	<u>-</u>	<u>-</u>
Police			
PO 27(1) Fleet Purchase	350,000	350,000	-
PO 27(2) Technology Update	550,000	550,000	-
	-	-	-
Total	<u>900,000</u>	<u>900,000</u>	<u>-</u>
Public Works			
PW 27(1) Public Works Facility	28,750,000	28,750,000	-
	-	-	-
Total	<u>28,750,000</u>	<u>28,750,000</u>	<u>-</u>

0

Recreation

No capital projects this fiscal year.

Total	-	-	-
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Streets

ST 27(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	480,000	480,000	-	AC Funding
ST 27(2) 2027 Concrete Projects	4,900,000	4,900,000	-	See Detail Listing
ST 27(3) 2027 Overlay Projects	530,000	530,000	-	See Detail Listing
ST 27(4) 2027 Reconstruction Projects	5,075,000	5,075,000	-	See Detail Listing
ST 27(5) South 36th Street	-	-	-	NDOT 80% cost share
ST 27(6) Bridge Repairs	4,092,500	892,500	3,200,000	See Detail Listing
ST 27(7) Drainage Improvements	4,494,000	4,494,000	-	See Detail Listing
ST 27(8) Wall Rehabilitation	-	-	-	See Detail Listing
ST 27(9) Facilities	-	-	-	See Detail Listing
ST 27(10) Road Construction	5,100,000	5,100,000	-	See Detail Listing
ST 27(11) Signal Improvements	870,000	870,000	-	See Detail Listing
ST 27(12) Asset Management	175,000	175,000	-	See Detail Listing
ST 27(13) Vehicles and Equipment	500,000	500,000	-	See Detail Listing
Total	26,216,500	23,016,500	3,200,000	

Wastewater

WW 27 (1) VFD Replacements	65,000	65,000	-
WW 27 (2) Stationary Generator	250,000	250,000	-
Total	315,000	315,000	-

CAPITAL TOTAL ALL DEPARTMENTS	57,941,500	54,741,500	3,200,000
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PROJECT DESCRIPTIONS

ED 27(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

FI 27 (1) Replace Engine 1

FI 27 (2) Replace FC 8

PO 27(1) Fleet Purchase

PO 27(2) Technology Update (LPR, Building Camera Update)

ST 27(1) Major Street Resurfacing (MAPA/NDOT AC Funding)

M146(331) Harlan Lewis Rd ; 29th & Hancock to City Limits s/Cunningham Rd -
RESURFACING (MAJOR)

480,000 480,000

Total 480,000 480,000

ST 27(2) 2025 Concrete Projects

M146(246A) Marian Ave.; Bellevue Blvd S to Lincoln Rd - REHAB ADVANCED
CONCRETE REPAIRS

315,000 315,000

M146(280A) Fontenelle Hills; Martin Dr and Ridgewood Dr – REHAB ADVANCED
CONCRETE REPAIRS

380,000 380,000

M146(332) Cornhusker Rd; 25th to City Limits w/ 36th St STREET REHAB REPAIRS,
MEDIANS, STREETSCAPE

1,225,000 1,225,000

M146(350A) Bellaire Heights Addition REHAB, ADVANCE CONCRETE REPAIRS

285,000 285,000

M146(351A) Kirby Addition; Englewood Dr, Wilshire Dr REHAB, ADVANCE CONCRETE
REPAIRS

230,000 230,000

M146(352A) Green Meadows Addition; 20th St to 25th St, Lucille Dr to Morrie Dr -
REHAB, ADVANCE CONCRETE REPAIRS

470,000 470,000

M146(353A) Quail Creek Addition REHAB, ADVANCE CONCRETE REPAIRS

465,000 465,000

M146(355) 48th St; Harrison St to Schroeder Dr PAVEMENT REHAB, INLETS, CURB
RAMPS

380,000 380,000

M146(356) Cornhusker Rd; 25th to City Limits w/ 36th St PAVEMENT REHAB,
MEDIANS, INLETS, CURB RAMPS

720,000 720,000

M146(357A) Normandy Hills Addition REHAB, ADVANCE CONCRETE REPAIRS

430,000 430,000

Total 4,900,000 4,900,000

ST 27(3) 2025 Overlay Projects

M146(323) Camp Brewster Rd; Prairie Ave to Ft Crook Rd - RESURFACING

325,000 325,000 0

M146(340D) S 30th St; Harrison St to Chandler Rd - RESURFACING

205,000 205,000 0

Total 530,000 530,000 0

ST 27(4) 2025 Reconstruction Projects

M146(215B) Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel
Cir - RECONSTRUCTION YR 4/4

790,000 790,000 0

M146(236B) 36th & Chandler - YR 2; INTERSECTION IMPROVEMENTS; DRAINAGE
STRUCTURES, SIDEWALKS, PAVING

1,112,500 1,112,500 0

M146(312A) S 32nd St, south of Chandler to City Limits - RECONSTRUCTION

285,000 285,000 0

M146(313B) S 42nd St, south of Giles to City Limits - RECONSTRUCTION

200,000 200,000 0

M146(314B) Area 19th to 25th St, Cornelia St to Childs Rd - RECONSTRUCTION; YR 1	675,000	675,000	0	
M146(315B) Area west fo 36th St, Giles Rd to Marie St - RECONSTRUCTION; YR 1	725,000	725,000	0	
M146(324B) Cornhusker Rd; Ft Crook to 25th St Y1; ROW, UTILITIES--> COORIDOR WIDENING	420,000	420,000	0	
M146(327A) W 24th Ave; Lincoln Rd to Calhoun St - ENG/DESIGN --> RESURFACING, INTERSECTION IMPROVEMENT, CURBING, STORM SEWERS	35,000	35,000	0	
M146(329A) S 25th St; Lynnwood Dr to Fairview Rd - YR 1 ENG/DESIGN, ROW --> RECONSTRUCTION	287,500	287,500	0	
M146(345B) Childs Rd W; Ft Crook Rd to Nebraska Dr - RECONSTRUCTION YR 1; ROW, EASEMENTS, RR PERMITTING, STORM, RETAINING WALL	440,000	440,000	0	
M146(354A) BBS, BBS; 13th & Harrison to Lord Blvd ENG/DESIGN, CONCEPTUAL --> CORRIDOR REHAB; CURB, PATHS/WALKS, DRAINAGE, STREETScape, LIGHTS	105,000	105,000	0	
Total	<u>5,075,000</u>	<u>5,075,000</u>	<u>0</u>	
<u>ST 27(5) South 36th Street</u>	0	0	0	
Total	<u>0</u>	<u>0</u>	<u>0</u>	
<u>ST 27(6) Bridge Repairs</u>				
M146(330A) Twin Creek Dr; 36th to 42nd St - ENG/DESIGN --> STREET REHAB, BRIDGE REPAIRS	92,500	92,500	0	
M146(348A) Ft Crook Rd - Capehart Rd to Fairview Rd CONSTRUCTION YR 2/2 (100%)	4,000,000	800,000	3,200,000	Dependent on BIP Construction Grant award
Total	<u>4,092,500</u>	<u>892,500</u>	<u>3,200,000</u>	
<u>ST 27(7) Drainage Improvements</u>				
M146(157B) Betz Ditch, south of Lloyd St - DRAINAGE IMPROVEMENTS	1,680,000	1,680,000	0	
M146(205B) Drainage area west of Harlan Lewis Rd, Industrial Dr to Paradise Park - DRAINAGE IMPROVEMENTS, DRAINAGE STRUCTURES - YR 1/2	475,000	475,000	0	
M146(300A) Area west of 26th St, N of Chandler Rd - ENG/DESIGN --> DRAINAGE IMPROVEMENTS, STRUCTURES, PAVING (JACOBS)	475,000	475,000	0	
M146(318) Ft Crook Rd; Chandler to Capehart - DRAINAGE STRUCTURE REHAB, YR 3	100,000	100,000	0	
M146(339B) Copper Creek DRAINAGE IMPROVEMENTS, BANK STABILIZATION - YR 3/3 (JACOBS)	1,260,000	1,260,000	0	
M146(341B) Ft Crook Rd; Avery Rd to Peoples Rd DRAINAGE IMPROVEMENTS - YR 1/2	490,000	490,000	0	
M146(349A) Fairview South Addition ENG/DESIGN --> STORMWATER IMPROVEMENTS, REHAB; OUTLOT; YR 1/2 (30%) (JACOBS)	14,000	14,000	0	
Total	<u>4,494,000</u>	<u>4,494,000</u>	<u>0</u>	
<u>ST 27(8) Wall Rehabilitation</u>				

	0	0	0
Total	0	0	0
ST 27(9) Facilities			
	0	0	0
Total	0	0	0
ST 27(10) Road Construction			
M146(294B) Willow Springs; s/15th St, west to 25th St - ACCESS ROAD	3,000,000	3,000,000	0
M146(335B) Area; 21st - 25th St s/Cornhusker E/W ACCESS RD CONSTRUCTION	2,100,000	2,100,000	0
Total	5,100,000	5,100,000	0
ST 27(11) Signal Improvements			
M146(232A) City-wide Traffic Signal Communication Upgrades ENG/DESIGN --> COMMUNICATION LINES, VIDEO, CONTROLLERS, BATTERY BACK-UP, MONITORING/DIAG.	120,000	120,000	0
M146(243B) Chandler Rd; Ft Crook Rd to 25th St SIGNAL REPLACEMENT - YR 1/2	750,000	750,000	0
Total	870,000	870,000	0
ST 27(12) Asset Management			
M146(319) Pavement Manage System - DATA COLLECTION, IMPLEMENTATION; YR 1	175,000	175,000	0
Total	175,000	175,000	0
ST 27(13) Vehicles and Equipment			
DEPT EQUIPMENT REPLACEMENT	500,000	500,000	0
Total	500,000	500,000	0
WW 27 (1) VFD Replacements			
WW 27 (2) Stationary Generator			

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
MEMORANDUM
PROJECTS BY YEAR**

City Council

FISCAL YEAR 2028

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year				
Total	-	-	-	
Building Maintenance				
No capital projects this fiscal year				
Total	-	-	-	
Cemetery				
No capital projects this fiscal year				
Total	-	-	-	
Code				
No capital projects this fiscal year				
Total	-	-	-	
Economic Development Fund				
ED 28(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	
Fire				
FI 28 (1) Replace Van 1 2000 Van	65,000	65,000	-	
FI 28 (2) Replace Brush 33 2002 Chevy 3500	100,000	100,000	-	
FI 28 (3) Replace Engine 4 2000 Segrave Tanker /Pumper	1,000,000	1,000,000	-	

Total	1,165,000	1,165,000	-
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Information Technology (IT)

No capital projects this fiscal year	-	-	-
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Total	-	-	-
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Library

No capital projects this fiscal year	-	-	-
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Total	-	-	-
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Parks

No capital projects this fiscal year	-	-	-
	-	-	-
	-	-	-
	-	-	-

Total	-	-	-
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Permits and Inspections

No capital projects this fiscal year	-	-	-
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Total	-	-	-
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Police

PO 28(1) Fleet Purchase	350,000	350,000	-
PO 28(2) Technology Update	200,000	200,000	-
PO 28(3) Range Update	70,000	70,000	-

Total	620,000	620,000	-
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Public Works

PW 28(1) Public Works Facility	28,750,000	28,750,000	0
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Total	28,750,000	28,750,000	-
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0

Recreation

Total	-	-	-
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Streets

ST 28(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	755,000	755,000	-	AC Funding
ST 28(2) 2028 Concrete Projects	3,890,000	3,890,000	-	See Detail Listing
ST 28(3) 2028 Overlay Projects	2,515,000	2,515,000	-	See Detail Listing
ST 28(4) 2028 Reconstruction Projects	4,271,250	4,271,250	-	See Detail Listing
ST 28(5) South 36th Street	-	-	-	NDOT 80% cost share
ST 28(6) Bridge Repairs	3,925,000	3,925,000	-	See Detail Listing
ST 28(7) Drainage Improvements	5,614,000	5,614,000	-	See Detail Listing
ST 28(8) Wall Rehabilitation	-	-	-	See Detail Listing
ST 28(9) Facilities	10,000,000	10,000,000	-	See Detail Listing
ST 28(10) Road Construction	-	-	-	See Detail Listing
ST 28(11) Signal Improvements	1,644,000	1,644,000	-	See Detail Listing
ST 28(12) Asset Management	200,000	200,000	-	See Detail Listing
ST 28(13) Vehicles and Equipment	500,000	500,000	-	See Detail Listing
Total	33,314,250	33,314,250	-	

Wastewater

Total	-	-	-
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CAPITAL TOTAL ALL DEPARTMENTS	64,599,250	64,599,250	-
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PROJECT DESCRIPTIONS

ED 28(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

- FI 28 (1) Replace Van 1 2000 Van
- FI 28 (2) Replace Brush 33 2002 Chevy 3500
- FI 28 (3) Replace Engine 4 2000 Seagrave Tanker /Pumper

- PO 28(1) Fleet Purchase
- PO 28(2) Technology Update (Watchguard Servers, Computers)

PO 28(3) Range Update (Range Equipment)

PW 28(1) Public Works Facility PHASE 1 CONSTRUCTION YR 2/2

ST 28(1) Major Street Resurfacing (MAPA/NDOT AC Funding)

M146(326) Childs Rd W; 19th to 25th St - RESURFACING (MAJOR)	340,000	340,000	0
M146(353B) Quail Creek Addition; Quail Dr RESURFACING (MAJOR)	415,000	415,000	0
Total	<u>755,000</u>	<u>755,000</u>	<u>0</u>

ST 28(2) 2025 Concrete Projects

M146(359) Area: N/Harrison, S/Robin Dr; W/48th St PAVEMENT REHAB, INLETS, CURB RAMP - YR 1/3	500,000	500,000	0
M146(360) College Heights PAVEMENT REHAB, INLETS, CURB RAMP	605,000	605,000	0
M146(361) Tregaron Addition PAVEMENT REHAB, INLETS, CURB RAMP	340,000	340,000	0
M146(362) Castle Ridge Addition PAVEMENT REHAB, INLETS, CURB RAMP	385,000	385,000	0
M146(363) Pine Ridge Addition PAVEMENT REHAB, INLETS, CURB RAMP	305,000	305,000	0
M146(364) Samson Way, Golden Blvd to 26th St PAVEMENT REHAB, INLETS, STORM PIPE REPAIR, CURB RAMP	190,000	190,000	0
M146(365) 42nd St; Mark St to Quail Dr PAVEMENT REHAB, INLETS, CURB RAMP	130,000	130,000	0
M146(366) Fairview Rd; Ft Crook to 25th St PAVEMENT REHAB, INLETS, CURB RAMP	285,000	285,000	0
M146(367A) Galvin Rd; Ft Crook Rd to Birchcrest Rd REHAB, ADVANCE CONCRETE REPAIRS	420,000	420,000	0
M146(369) Harrison St; 48th St west to City limits PAVEMENT REHAB, INLETS, CURB RAMP	255,000	255,000	0
M146(370A) Sun Valley Addition REHAB, ADVANCED CONCRETE REPAIRS < RESURFACING	475,000	475,000	0
Total	<u>3,890,000</u>	<u>3,890,000</u>	<u>0</u>

ST 28(3) 2025 Overlay Projects

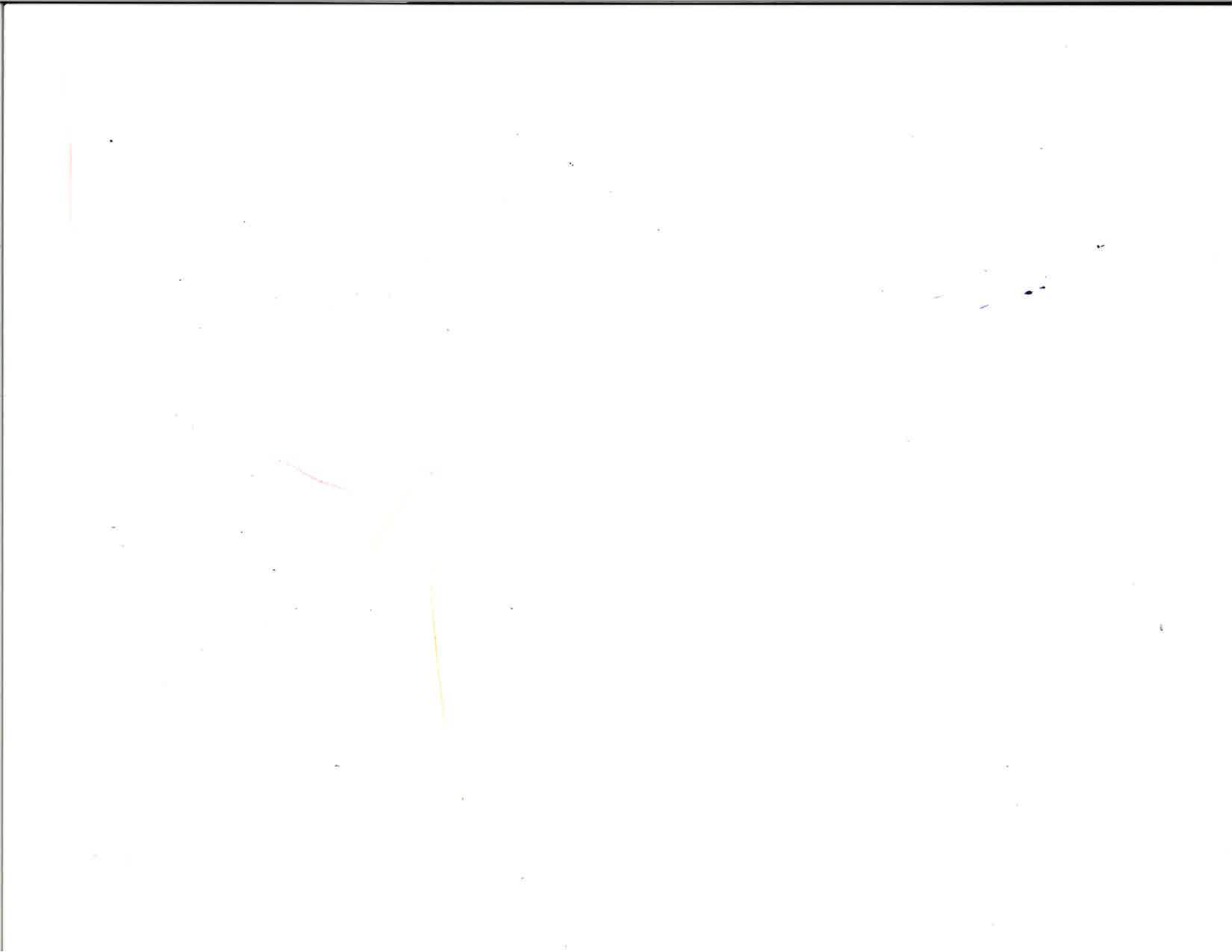
M146(246B) Marian Ave.; Bellevue Blvd S to Lincoln Rd - RESURFACING	300,000	300,000	0
M146(280B) Fontenelle Hills; Martin Dr and Ridgewood Dr - RESURFACING	710,000	710,000	0
M146(350B) Bellaire Heights Addition; W Mission Ave, Bellaire Blvd RESURFACING	395,000	395,000	0
M146(351B) Kirby Addition; Englewood, Wilshire RESURFACING	320,000	320,000	0
M146(352B) Green Meadows Addition; 20th St to 25th St, Lucille Dr to Morrie Dr RESURFACING; LUCILLE DR, MORRIE DR, 20TH ST	405,000	405,000	0
M146(357B) Normandy Hills Addition RESURFACING; GRENOBLE DR, BORDEAUX AVE, NORMANDY BLVD, VERSAILLE ST	385,000	385,000	0
Total	<u>2,515,000</u>	<u>2,515,000</u>	<u>0</u>

ST 28(4) 2025 Reconstruction Projects

M146(314B) Area 19th to 25th St, Cornelia St to Childs Rd - RECONSTRUCTION; YR 2	675,000	675,000	0
M146(3115B) Area west fo 36th St, Giles Rd to Marie St - RECONSTRUCTION; YR 2	725,000	725,000	0
M146(324B) Cornhusker Rd; Ft Crook to 25th St Y2; ROW, UTILITIES--> COORIDOR WIDENING	420,000	420,000	0

M146(327B) W 24th Ave; Lincoln Rd to Calhoun St - REHAB/RESURFACING, INTERSECTION IMPROVEMENT, CURBING, STORM SEWERS	535,000	535,000	0
M146(329A) S 25th St; Lynnwood Dr to Fairview Rd - YR 2 ENG/DESIGN, ROW --> RECONSTRUCTION	287,500	287,500	0
M146(338B) Mission Ave, Hancock St to Washington St - STORM SEWER REHAB, DRAINAGE IMPROVEMENTS	875,000	875,000	0
M146(345B) Childs Rd W; Ft Crook Rd to Nebraska Dr RECONSTRUCTION YR 2; TRAFFIC SIGNALS	660,000	660,000	0
M146(354A) BBS, BBS; 13th & Harrison to Lord Blvd ENG/DESIGN, CONCEPTUAL --> CORRIDOR REHAB; CURB, PATHS/WALKS, DRAINAGE, STREETScape, LIGHTS	93,750	93,750	0
Total	4,271,250	4,271,250	0
ST 28(5) South 36th Street	<u>0</u>	<u>0</u>	<u>0</u>
Total	0	0	0
<u>ST 28(6) Bridge Repairs</u>			
M146(330B) Twin Creek Dr; 36th to 42nd St - BRIDGE REPAIRS, APPROACH; STREET REHAB, CURB RAMPS, INLET REPAIRS	925,000	925,000	0
M146(348B) Ft Crook Rd - Capehart Rd to Fairview Rd BRIDGE REHAB; RESURFACING; YR 1/2	3,000,000	3,000,000	0
Total	3,925,000	3,925,000	0
<u>ST 28(7) Drainage Improvements</u>			
M146(205B) Drainage area west of Harlan Lewis Rd, Industrial Dr to Paradise Park - DRAINAGE IMPROVEMENTS, DRAINAGE STRUCTURES - YR 2/2	225,000	225,000	0
M146(258) Willow Springs Addition; s/Hogantown Dr, b/t Lots 198,40 - DRAINAGE IMPROVEMENTS	95,000	95,000	0
M146(300B) Area west of 26th St, N of Chandler Rd - DRAINAGE IMPROVEMENTS, STRUCTURES, PAVING	3,205,000	3,205,000	0
M146(341B) Ft Crook Rd; Avery Rd to Peoples Rd DRAINAGE IMPROVEMENTS - YR 2/2	490,000	490,000	0
M146(343B) Spring Creek north of Gilmore Lake Rd DRAINAGE IMPROVEMENTS, BANK STABILIZATION - YR 1	145,000	145,000	0
M146(347B) Squaw Creek; Area of 30th & Childs Rd to Old 36th St STORM SEWER REHAB, DRAINAGE IMPROVEMENTS - YR 1/2	435,000	435,000	0
M146(349A) Fairview South Addition ENG/DESIGN --> STORMWATER IMPROVEMENTS, REHAB; OUTLOT; YR 2/2 (100%) (JACOBS)	14,000	14,000	0
M146(371) Olde Towne Area; Warren St to Mission Ave, 13th Ave to 31st Ave STORM SEWER REHAB; INLET BOXES, PIPE INSTALL - YR 1/4	1,005,000	1,005,000	0
Total	5,614,000	5,614,000	0
<u>ST 28(8) Wall Rehabilitation</u>			
	0	0	0
Total	0	0	0
<u>ST 28(9) Facilities</u>			

M146(325B) City of Bellevue Public Works Facility YR 4 CONSTRUCTION	10,000,000	10,000,000	0
Total	<u>10,000,000</u>	<u>10,000,000</u>	<u>0</u>
<u>ST 28(10) Road Construction</u>			
	0	0	0
Total	0	0	0
<u>ST 28(11) Signal Improvements</u>			
M146(232B) City-wide Traffic Signal Communication Upgrades COMMUNICATION LINES, VIDEO, PRE-EMPTION, BATTERY BACK-UP, MONITORING/DIAGNOSTICS - YR 1/2	850,000	850,000	0
M146(243B) Chandler Rd; Ft Crook Rd to 25th St COORIDOR SIGNAL REPLACEMENTS - YR 1/2	700,000	700,000	0
M146(358A) Galvin Rd & Pelton Ave/Wall St ENG/DESIGN --> SIGNAL REPLACEMENT, INTERSECTION IMPROVEMENTS, CURB RAMPS	42,000	42,000	0
M146(368) Galvin Rd & Harlan Dr ENG/DESIGN --> SIGNAL IMPROVEMENTS; DETECTION, CONTROLLER/CABINET, PRE-EMPT, BATT BACK-UP	52,000	52,000	0
Total	<u>1,644,000</u>	<u>1,644,000</u>	<u>0</u>
<u>ST 28(12) Asset Management</u>			
M146(319) Pavement Manage System - DATA COLLECTION, IMPLEMENTATION; YR 2	200,000	200,000	0
Total	<u>200,000</u>	<u>200,000</u>	<u>0</u>
<u>ST 28(13) Vehicles and Equipment</u>			
DEPT EQUIPMENT REPLACEMENT	500,000	500,000	0
Total	<u>500,000</u>	<u>500,000</u>	<u>0</u>



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14c.
9/6/2022

COUNCIL MEETING DATE: 09/06/2022		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 checked="" type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Request to final plat Lots 1 through 9, Fontenelle Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane. Applicant: Hawkins & Strom Holdings, LLC. General Location: Martin Drive and Ridgewood Drive/Martin Drive and Ridgewood Court

SYNOPSIS/BACKGROUND:

Jim and Mary Hawkins, on behalf of Hawkins & Strom Holdings LLC., have submitted a request to final plat Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233 and 234, Fontenelle, and half of vacated Laurel Lane for the purpose of single-family residential development. The final plat is in conformance with the approved preliminary plat.

FISCAL IMPACT: None 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.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Amy Matthews

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Hawkins & Strom Holdings, LLC

CASE #: S-2206-14

CITY COUNCIL HEARING DATE: September 6, 2022

REQUEST: to final plat Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, Lots 12, 13, 16 17, 19, 55A, 233 and 234, Fontenelle, and 1/2 of vacated Laurel Lane.

On July 28, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, one absent and one abstained:

APPROVAL based upon conformance with the preliminary plat.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	One:	Absent:	One:
	Compton				Ackley		Cutsforth
	Hankins						
	Ritz						
	Aerni						
	Bennett						
	Perrin						
	Jacobson						

Planning Commission Hearing (s) was held on: July 28, 2022

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2206-14

FOR HEARING OF:

REPORT #1: July 28, 2022

REPORT #2: September 6, 2022

I. GENERAL INFORMATION

A. APPLICANT:

Hawkins & Strom Holdings, LLC
414 Greenbriar Court
Bellevue, NE 68005

B. PROPERTY OWNERS:

Hawkins & Strom Holdings, LLC
Jim and Mary Hawkins
414 Greenbriar Court
Bellevue, NE 68005

Belle Vue Acres LLC
Mary Ellen Huck
405 Ridgewood Drive
Bellevue, NE 68005

Fontenelle Hills Golf Club
Jeff Renner
1021 Galvin Road South
Bellevue, NE 68005

C. GENERAL LOCATION:

Martin Drive and Ridgewood Drive/Martin Drive and Ridgewood Court

D. LEGAL DESCRIPTION:

Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane.

E. REQUESTED ACTIONS:

Request to final plat Lots 1 through 9, Fontenelle Hills Estates.

F. EXISTING ZONING AND LAND USE:

RS-120-PS, Vacant (former golf course)

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a final plat to facilitate low density single family residential development.

H. SIZE OF SITE:

The site is approximately 28.4 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation. The property was previously used as a golf course.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential, RE and RS-120-PS
- 2. **East:** Single Family Residential, RS-120-PS
- 3. **South:** Single Family Residential, RS-120-PS
- 4. **West:** Single Family and Multi Family Residential, RS-120-PS

C. REVELANT CASE HISTORY:

- 1. On April 28, 2022, the Planning Commission recommended approval of a request to rezone Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane, from RS-120-PS to RE for the purpose of low density single family residential development ; and preliminary plat Lots 1 through 9, Fontenelle Hills Estates. The City Council approved the aforementioned request on June 21, 2022.

2. On July 28, 2022, the Planning Commission recommended approval of a request to final plat Lots 1 through 9, Fontenelle Hills Estates, being a replat of Lot 1, Fontenelle Replat 8, and Lots 12, 13, 16, 17, 19, 55A, 233, and 234, Fontenelle, and half of vacated Laurel Lane.

D. APPLICABLE REGULATIONS:

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as low density residential and recreational (based on the former golf course).

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from private drives off Greenbriar Court, Martin Drive, and Ridgewood Drive for proposed Lots 1 through 5. Lots 6 through 9 will be served by Dagmar Court, a private street.

D. UTILITIES:

All utilities are available or will be constructed to serve this development. Epiphany Ramos, Wastewater Superintendent, has confirmed there is sanitary sewer capacity to serve these additional single-family homes.

E. ANALYSIS:

1. Jim and Mary Hawkins, on behalf of Hawkins & Strom Holdings LLC., have submitted a request to final plat of Lots 1 through 9, Fontenelle Hills Estates, for the purpose of single-family residential development.
2. RE zoning was requested for Lots 1 through 9, Fontenelle Hills Estates, and will take effect upon filing of the final plat.
3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Offutt Air Force Base, Sarpy

County Planning Director, Sarpy County Public Works Department, Sarpy County Administrator, 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 and Sarpy County Public Works had technical comments on the plat. These comments have since been satisfied by the applicant's surveyor.

No other comments were received on this case.

4. The final plat is in conformance with the approved preliminary plat.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Final plat received July 19, 2022

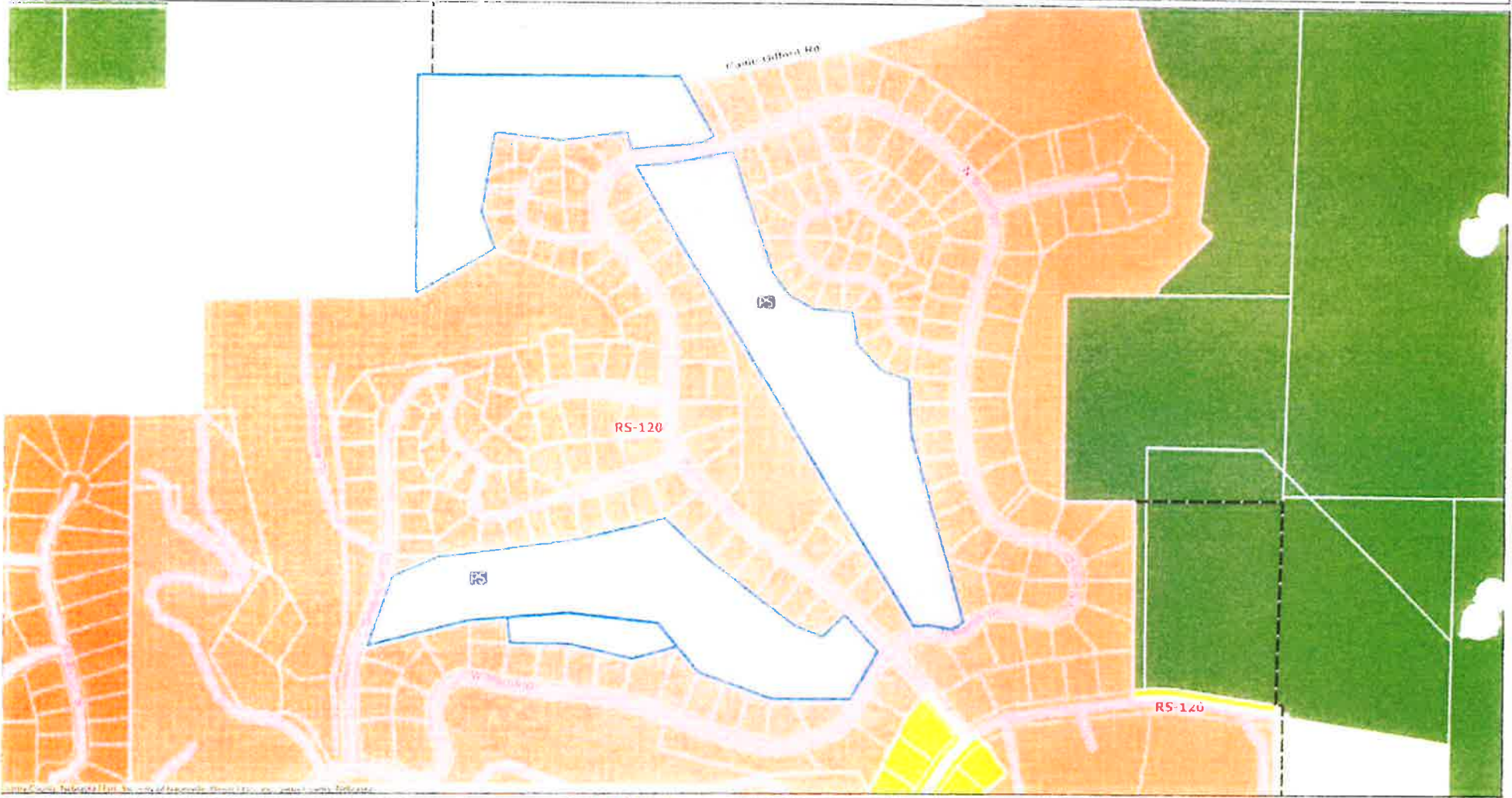
VII. COPIES OF REPORT TO:

1. Hawkins & Strom Holdings LLC
2. Belle Vue Acres LLC
3. Fontenelle Hills Golf Club
4. Hill-Farrell Associates, Inc.
5. Public Upon Request


Assistant Planning Manager


Planning Manager

08/29/22
Date of Report



Map Scale 1:4514

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Notes



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

0 500 1000
ft

Map Scale 1: 9028

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Notes



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
9/6/2022

COUNCIL MEETING DATE: 09/06/2022		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 type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>			
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>			

SUBJECT:

Request to declare as blighted and substandard Lot 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1, 2, and 3, Old Orchard Place III, Lots 4 and 5, High School View, and Tax Lot 8A. Applicant: Habitat for Humanity. General Location: 10th Street and Kasper Street.

SYNOPSIS/BACKGROUND:

Ken Mar, on behalf of Habitat for Humanity, is requesting approval of a blighted and substandard designation for Lot 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1, 2, and 3, Old Orchard Place III, Lots 4 and 5, High School View, and Tax Lot 8A. The lots listed are generally located near South 10th Street and Kasper Street and west of Fort Crook Road and approximately 21 acres in total. The blighted property will also include Kasper Street to the north and the unimproved South 13th Street right-of-way to the west. This property abuts the Fort Crook Road corridor, which was previously declared blighted and substandard.

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 Commission and Planning Department are both recommending approval of this blighted and substandard request.

ATTACHMENTS:

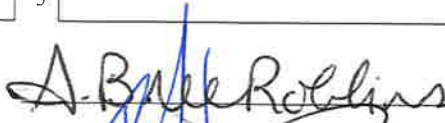

1. Planning Commission Recommendation	2. Staff Memo	3. Resolution No. 2022-26
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Habitat for Humanity

CASE #: ECD-56

CITY COUNCIL HEARING DATE: September 6, 2022

REQUEST: to declare as blighted and substandard Lots 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1, 2, and 3, Old Orchard Place III, Lots 4 and 5, High School View, and Tax Lot 8A.

On July 28, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL based upon the analysis that Lot 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1, 2, and 3, Old Orchard Place III, Lots 4 and 5, High School View, and Tax Lot 8A, meet the statutory requirements of blighted and substandard.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Compton						Cutsforth
	Hankins						
	Ritz						
	Aerni						
	Ackley						
	Bennett						
	Perrin						
	Jacobson						

Planning Commission Hearing (s) was held on: July 28, 2022



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City of Bellevue
Planning Department
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

MEMORANDUM

TO: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Date: August 29, 2022
Subject: Blighted and Substandard Designation – Habitat for Humanity

Ken Mar, on behalf of Habitat for Humanity, is requesting Lot 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1, 2, and 3, Old Orchard Place III, Lots 4 and 5, High School View, and Tax Lot 8A, be designated as blighted and substandard. The applicant's analysis is attached. The lots listed are generally located near South 10th Street and Kasper Street and west of Fort Crook Road. Please refer to the attached maps, where the properties are outlined in blue.

As part of their application, Habitat for Humanity provided copies of letters which were sent to each property owner (dated June 15, 2022) and informed them of this request, the date of the Planning Commission public hearing, and offered to meet individually to further discuss.

The area requested to be designated as blighted and substandard is approximately 21 acres in total and consists of the following: Lot 21A, Old Orchard Place, is undeveloped and largely covered by dense trees and vegetation; Lots 4 and 5, High School View Addition, are undeveloped lots covered with dense trees and vegetation and do not have direct access to an improved public street; Lot 3, Old Orchard Place III, is undeveloped and partially covered in vegetation and has access only to an unimproved street; Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, and Lots 1 and 2, Old Orchard Place III, have single family residences constructed between 76 and 111 years ago; Tax Lot 8A consists of a 14 foot by 20-foot garage, a 30 foot by 60 foot pole barn, and a single-family two-story home built in 1946. The blighted property will also include Kasper Street to the north and the unimproved South 13th Street right-of-way to the west.

Section 18-2103 of Nebraska State Statutes provides the following definitions of "substandard" and "blighted" which must be met for the City Council to approve a resolution designating an area as blighted and substandard:

(3) Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted.

(31) Substandard area means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare.

In order for the City Council to declare an area as blighted and substandard, the property must meet the statutory criteria outlined above. The authority of the City in making such a determination "shall be liberally construed" as stated in Section 18-2143 of the State Statutes.

The area requested to be blighted and substandard is currently underdeveloped and underutilized. Some of the existing buildings are in disrepair and suffering deterioration. Additionally, the following conditions exist in the area:

The blighted properties have defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, improper subdivision or obsolete platting (Old Orchard Place was platted/recorded on February 2, 1887), and the existence of conditions which endanger life or property by fire and other causes which substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use. The average age of structures is approximately 86 years.

Based upon the above analysis, the Planning Department feels that Lot 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1, 2, and 3, Old Orchard Place III, Lots 4 and 5, High School View, and Tax Lot 8A, meet the statutory requirements of blighted and substandard.

Approval of this request will result in approximately 10% of the City being designated as blighted and substandard, below the statutory limit of 35%.

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends APPROVAL of this designation based upon the above analysis that Lot 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1, 2, and 3, Old Orchard Place III, Lots 4 and 5, High School View, and Tax Lot 8A, meets the statutory requirements of blighted and substandard.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended APPROVAL of this designation based upon the analysis that Lot 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1, 2, and 3, Old Orchard Place III, Lots 4 and 5, High School View, and Tax Lot 8A, meets the statutory requirements of blighted and substandard.



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



Map Scale 1: 4514

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Notes



SUBSTANDARD AND BLIGHTED DESIGNATION REQUEST

FOR

835 KASPER STREET REDEVELOPMENT

**LOT 21A OLD ORCHARD PLACE ADDITION, LOT 3 OLD ORCHARD PLACE I
ADDITION, LOTS 1 AND 2 OLD ORCHARD PLACE II ADDITION, LOTS 1, 2, AND 3 OLD
ORCHARD PLACE III ADDITION, LOTS 4 AND 5 HIGH SCHOOL VIEW ADDITION, AND
TAX LOT 8A**

BELLEVUE, NEBRASKA

SUBMITTED: JUNE 24, 2022

Submitted by:

Applicant: Habitat for Humanity of Sarpy County, Inc.
812 Bruin Boulevard
Bellevue, NE 68005

Attorney for Applicant: Michael D. Matejka
Woods Aitken LLP
10250 Regency Circle Suite 525
Omaha, NE 68114
402-898-7409
mmatejka@woodsaitken.com

RECEIVED
JUL 15 2022
PLANNING DEPT.

Introduction:

Habitat for Humanity of Sarpy County, Inc. plans to develop on Lot 21A of Old Orchard Place Addition and a portion of Tax Lot 8A, approximately 67 single-family affordable homes including workforce housing and senior villas. Public improvements will extend the South 9th and South 10th Streets north from Avery North subdivision to Kasper Street thereby improving connectivity and safety. Tax increment financing under the Community Development Law is necessary for this development. This proposed development would provide housing needed by the City and create needed density to a more mature area of the City, which will continue to make the area sustainable in a more mature area of Bellevue.

Blighted and Substandard Under the Community Development Law:

Pursuant to the Community Development Law, a blighted area means an area (a) which, "by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use," and (b) when it also meets at least one of the following additional conditions:

- "(i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- (ii) the average age of the residential or commercial units in the area is at least forty years;
- (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or
- (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 and any area declared to be an extremely blighted area under section 18-2101.02 shall not count towards the percentage limitations contained in this subdivision." Neb. Rev. Stat. § 18-2103(3).

A substandard area means an area "in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation,

deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare." Neb. Rev. Stat. § 18-2103(31).

The Blighted and Substandard Area:

Habitat for Humanity (Habitat) requests the designation of blighted and substandard on approximately 21 acres known as: Lot 3, Old Orchard Place I Addition, Lots 1 and 2, Old Orchard Place II Addition, Lots 1, 2, and 3, Old Orchard Place III Addition, Lots 4 and 5, High School View Addition, Lot 21A, Old Orchard Place Addition, and Tax Lot 8A, Section 22, Township 14, Range 13, in Bellevue, Nebraska, and including the adjacent public rights-of-way of Kasper Street and South 13th Street (the "Blighted Property"). The Blighted Property is shown on Exhibit "A" attached hereto and the list of the parcels is attached as Exhibit "B" attached hereto.

Habitat estimates the total property acquisition costs at approximately \$641,000.00, with public improvements and other site development costs to be about \$2,420,000.00, thereby creating nearly \$3,061,000.00 in eligible Tax Increment Financing (TIF) expenses.

Old Orchard Place was originally platted in 1888 though this area was not annexed into the City of Bellevue until 2019. The Blighted Property is a combination of undeveloped land and acreages on which single family residences were constructed between 76 and 111 years ago. It is located on the south side of Kasper Street between the commercial development along Fort Crook Road on the East and Bellevue West High School on the West.

Lot 21A is an undeveloped 13.04 acre lot. A large portion of this lot is covered by dense trees and vegetation. It does not have adequate drainage of storm water or access to utilities or sanitary sewer. The storm water drains on to neighboring properties rather than into the storm water system. The dense trees and vegetation create the opportunity for illegal dumping, trespass and habitation by transients, and other illegal activities as well as creating conditions that can harbor vermin and noxious weeds. This lot has an old un-capped water well which can cause a health and safety risk. This lot blocks the access of South 9th and South 10th Streets north from the Avery North Subdivision to Kasper Street which reduces the ability of emergency vehicles to access the Avery North Subdivision which creates a health and safety risk.

Lots 4 and 5, High School View Addition, are undeveloped lots covered with dense trees and vegetation. These lots do not have direct access to an improved public street.

Lot 3, Old Orchard Place III, is an undeveloped lot without direct access to an improved public street.

Lot 3, Old Orchard Place I Addition, Lots 1 And 2, Old Orchard Place II Addition, Lots 1 and 2, Old Orchard Place III Addition, and Tax Lot 8A are acreages that have single-family residences that have been constructed between 76 and 111 years ago and have an average age of approximately 85.8 years.

The Blighted Property includes Kasper Street on the north. Kasper Street is the primary connector from Hawk Ridge Subdivision to Ft. Crook Road and provides access to Bellevue West High School from the north. Kasper Street contains direct access points from driveways of individual residences and South Hills Apartments, creating a hazard that endangers life and property. In addition, Kasper Street is presently a rural roadway, which increases the concerns for keeping all users safe because of the presence of pedestrians and bicyclists, especially students commuting to Bellevue West High School.

The Blighted Property includes the unimproved South 13th Street right- of-way on the west.

Conclusion:

The Blighted Property has defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements improper subdivision or obsolete platting, and the existence of conditions which endanger life or property by fire and other causes, which substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use. The average age of the residential or commercial units in the at 85.8 years. Therefore, it is blighted under the Community Development Law.

The undeveloped lots with large areas of dense vegetation within the Blighted Property the uncapped water well, the condition of Kasper Street and the blocking of the access of 9th and 10th Streets to Kasper, impose inherent risks to the public health, safety and welfare because of fire, vandalism, vermin, nuisance, and traffic safety which endanger life or property by fire and other causes, and are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and are detrimental to the public health, safety, morals, or welfare. Therefore, it is substandard under the Community Development Law.

Based upon the foregoing, the Blighted Property is blighted and substandard. We respectfully request that the City of Bellevue designate the Blighted Property as blighted and substandard in accordance with the Community Development Law.

Sincerely,



Michael Matejka

EXHIBIT B

1. Lot 3, Old Orchard Place I. Parcel #011058897. .68 acres.
 - Owner information: Ralph & Laurel Unstad, 1201 Kasper St, Bellevue, NE 68147
 - Residence built in 1911 (111 y/o).
2. Lot 1, Old Orchard Place II. Parcel #011083530. .5 acres.
 - Owner information: Kathy Zach, 1205 Kasper St, Bellevue, NE 68147
 - Residence built in 1941 (81 y/o).
3. Lot 2, Old Orchard Place II. Parcel #011083549. .5 acres.
 - Owner information: Aaron Beltz, 1203 Kasper St, Bellevue, NE 68147
 - Residence built in 1942 (80 y/o).
4. Lot 1, Old Orchard Place III. Parcel #011103833. .5 acres.
 - Owner information: James & Carolyn Pospisil, 1207 Kasper St, Bellevue, NE 68147
 - No improvements made.
5. Lot 2, Old Orchard Place III. Parcel #011103841. .5 acres.
 - Owner information: James & Carolyn Pospisil, 1207 Kasper St, Bellevue, NE 68147
 - Residence built in 1941 (81 y/o).
6. Lot 3, Old Orchard Place III. Parcel #011103868. 2.17 acres.
 - Owner information: Ralph & Laurel Unstad, 1201 Kasper St, Bellevue, NE 68147
 - No improvements made.
7. Lot 4, High School View. Parcel #011176164. .5 acres.
 - Owner information: Holiday Motel Partners, 405 N 115th St #100, Omaha, NE 68154
 - No improvements made.
8. Lot 5, High School View. Parcel #011176172. .5 acres.
 - Owner information: Holiday Motel Partners, 405 N 115th St #100, Omaha, NE 68154
 - No improvements made.
9. Tax Lot 8A. Parcel #010597948. 2.11 acres.
 - Owner information: David & Constance Reiman, 820 W Avery Rd, Bellevue, NE 68147
 - Residence built in 1946 (76 y/o).
10. Lot 21A, Old Orchard Place. Parcel #010425217. 13.04 acres.
 - Owner information: Habitat for Humanity, 1701 N 24th St, Omaha, NE 68110
 - No improvements made.

RESOLUTION 2022-26

WHEREAS, certain contiguous real property currently legally described as:

Lots 21A, Old Orchard Place, Lot 3, Old Orchard Place I, Lots 1 and 2, Old Orchard Place II, Lots 1, 2, and 3, Old Orchard Place III, Lots 4 and 5, High School View, and Tax Lot 8A, all located in the Southeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County Nebraska; and

WHEREAS, the Nebraska Community Development Law, (Sections 18-2103(3) and 18-2103(31) et seq., R.R.S. Neb.) (the “Act”), provides for Community Development Agencies to declare areas as substandard and blighted, and in need of redevelopment; and

WHEREAS, the Redevelopment Area is a combination of vacant and improved real estate which exhibits blighted and substandard conditions, as such terms and conditions are defined in and contemplated by the Act including, without limitation:

- (i) Conditions which are detrimental to the public health, safety, morals, and welfare of the community;
- (ii) Conditions which impair the sound growth of the community;
- (iii) The presence of deteriorating structures;
- (iv) A stable or decreasing population based upon the last two decennial censuses;
- (v) Average age of residential structures in excess of 40 years; and

WHEREAS, these designations will provide for financing alternatives by the redevelopment authority for community purposes.

NOW, THEREFORE, be it resolved by the City Council for the City of Bellevue as follows:

1. That the City Council of the City of Bellevue finds it is in the best interest of the City of Bellevue, its residents and taxpayers that this Council should, and hereby does, find and declare and reaffirm that the Redevelopment Area is blighted and substandard and in need of development as such terms and conditions are defined in and contemplated by the Nebraska Community Development Law.

2. That the officers, employees and agents of the City are authorized and directed to undertake all lawful acts as shall be necessary or appropriate to implement this Resolution.

PASSED AND ADOPTED THIS 20th day of September 2022.

Rusty Hike, Mayor

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
9/6/2022

COUNCIL MEETING DATE: 09/06/2022		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 checked="" type="checkbox"/>
RESOLUTION	<input checked="" type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to approve the Redevelopment Plan for Lots 1 and 3, Civic Center Plaza Replat One. Applicant: Mercury Property Management, Inc. General Location: Washington Street and Mission Avenue.

SYNOPSIS/BACKGROUND:

Jeff Gehring, on behalf of Mercury Property Management, Inc., is requesting approval of a Redevelopment Plan for the former City Hall campus located on Lots 1 and 3, Civic Center Plaza Replat One. The applicant is proposing to develop a mixed-use building which is estimated to be valued at \$10,425,000 upon completion. The applicant is proposing the use of TIF to fund \$2,468,000 of the project expenses.

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:

Both the Planning Department and Planning Commission are requesting approval of this request.

ATTACHMENTS:

1	Staff Memo	2	Resolution No. 2022-27	3	Redevelopment Plan
4	PC Recommendation	5		6	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:






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City of Bellevue
Planning Department
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

MEMORANDUM

TO: City Council
Mayor Rusty Hike
City Administrator Jim Ristow

FROM: Angela Curry, Assistant Planning Manager

DATE: August 29, 2022

RE: Proposed Redevelopment Plan for Lots 1 and 3, Civic
Center Plaza Replat One

Attached for your review and recommendation is the Redevelopment Plan for Mercury Property Management, Inc. Olde Towne redevelopment project. This plan proposes the redevelopment of the vacant property of Lots 1 and 3, Civic Center Plaza Replat One. This area was previously designated as blighted and substandard by Resolution 2012-23, which was approved by the City Council on July 23, 2012. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The site is approximately 1.11 acres in size and located in the Olde Towne core area north of Mission Avenue between Washington Street and Jefferson Street. The project site was previously owned by the City of Bellevue where various city offices were housed before relocation and demolition of the structures. The project site is currently vacant and undeveloped.

The applicant is proposing development of a mixed-use building. The first floor will include 19,072 square feet of commercial space. This level will have 14,176 square feet of retail space, 1,985 square feet of restaurant space, and 1,051 square feet of lobby or office space. There will be three residential levels above totaling 63,009 square feet. Each residential level will have approximately eight two-bedroom units and ten one-bedroom units for a total of 53 units. The one-bedroom units will be 768 square feet and the two-bedroom units will be approximately 1,044 square feet.

The preliminary renderings of the project show a drive-thru on the west side of the building. The stacking shown in the site plan does not meet the minimum guidelines of the Zoning Ordinance. If the Redevelopment Plan is approved, this should not be construed as approval of the proposed drive-thru. This type of approval would have to be done through the building permit process, with further staff and engineering review.

The project may also include streetscape improvements and public outdoor courtyard space. The streetscape and public space improvements are still in the design phase and this Redevelopment Plan will be amended if streetscape and public space improvements are going to be included as part of the project.

The applicant is estimating the property's valuation to be \$10,425,000 upon completion.

The Redevelopment Plan states there is approximately \$2,485,500 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF to fund \$2,468,000 of the expenses. The breakdown of costs and data supporting the 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 is 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 Pappio-Missouri River NRD, Metropolitan Community College, ESU #3, and the Bellevue Public School District.

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends approval of the Mercury Property Management, Inc. Olde Towne Redevelopment Plan based on the elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill development in the Olde Towne district.

PLANNING COMMISSION RECOMMENDATION:

The Planning Department recommended approval of the Mercury Property Management, Inc. Olde Towne Redevelopment Plan based on the elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill development in the Olde Towne district.

RESOLUTION 2022-27

WHEREAS, Mercury Property Management, Inc., is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described as Lots 1 and 3, Civic Center Plaza Replat One, 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, Mercury Property Management, Inc. 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 Mercury Property Management, Inc.; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$10,327,982 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, Mercury Property Management, Inc. 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 Mercury Property Management, Inc., in an amount not to exceed the principal sum of \$2,468,000 which, if fully paid, will reimburse Mercury Property Management, Inc. 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 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 Mercury Property Management, Inc. 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, Mercury Property Management, Inc., 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, Mercury Property Management, Inc., 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 20th DAY OF September 2022.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



**CITY OF BELLEVUE REDEVELOPMENT PLAN FOR THE
OLDE TOWNE REDEVELOPMENT PROJECT
(210 W. MISSION ROAD)**

Introduction

This Redevelopment Plan identifies a certain redevelopment area in the Olde Towne Core Area of the City of Bellevue generally located at 210 West Mission Avenue, Bellevue, Nebraska and legally described as follows:

Lots 1 and 3, Civic Center Plaza Replat One, Bellevue, Sarpy County, Nebraska

(the "Project Site"). The Project Site shall also include all rights of way adjacent to the Project Site.

This Redevelopment Plan serves as the guide for the implementation of redevelopment activities on the Project Site. The proposed project would include the redevelopment of the Project Site and the construction of a mixed use building with commercial and residential uses on the Project Site, as described herein.

Project Site

The Project Site is located north of Mission Avenue between Washington Street and Jefferson Street as generally depicted below:

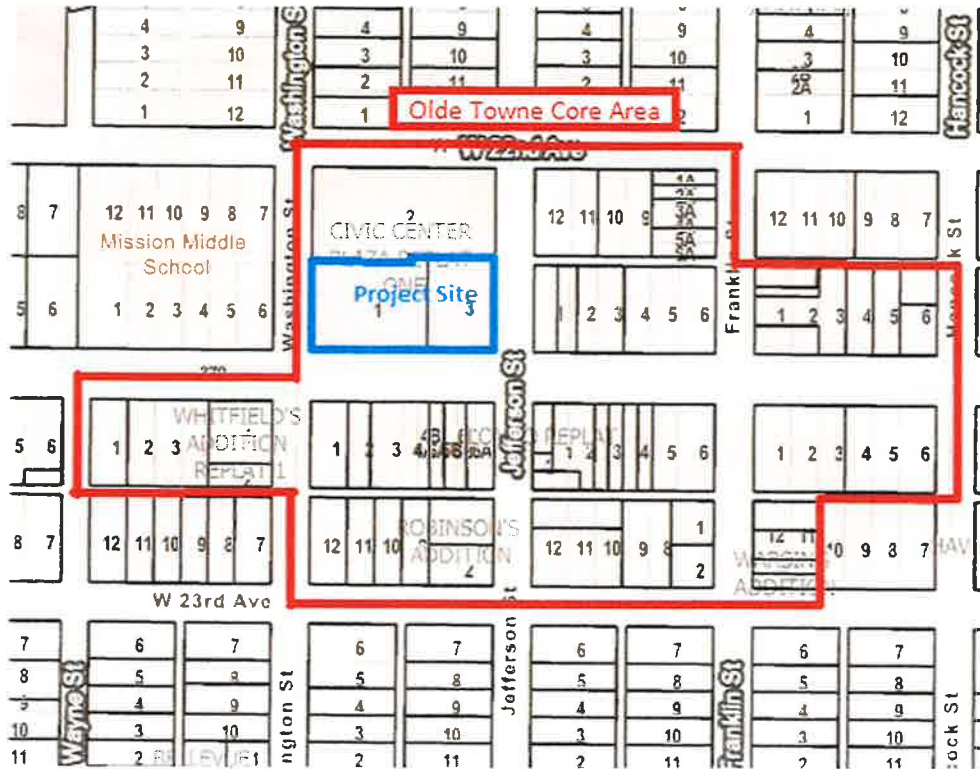


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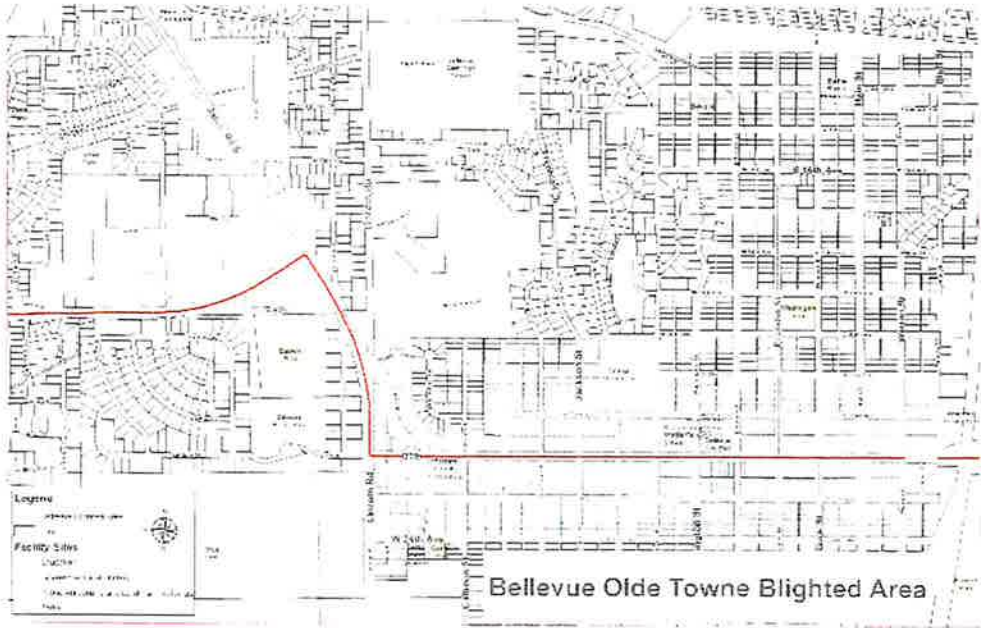
Pictures of the Project Site are set forth below:

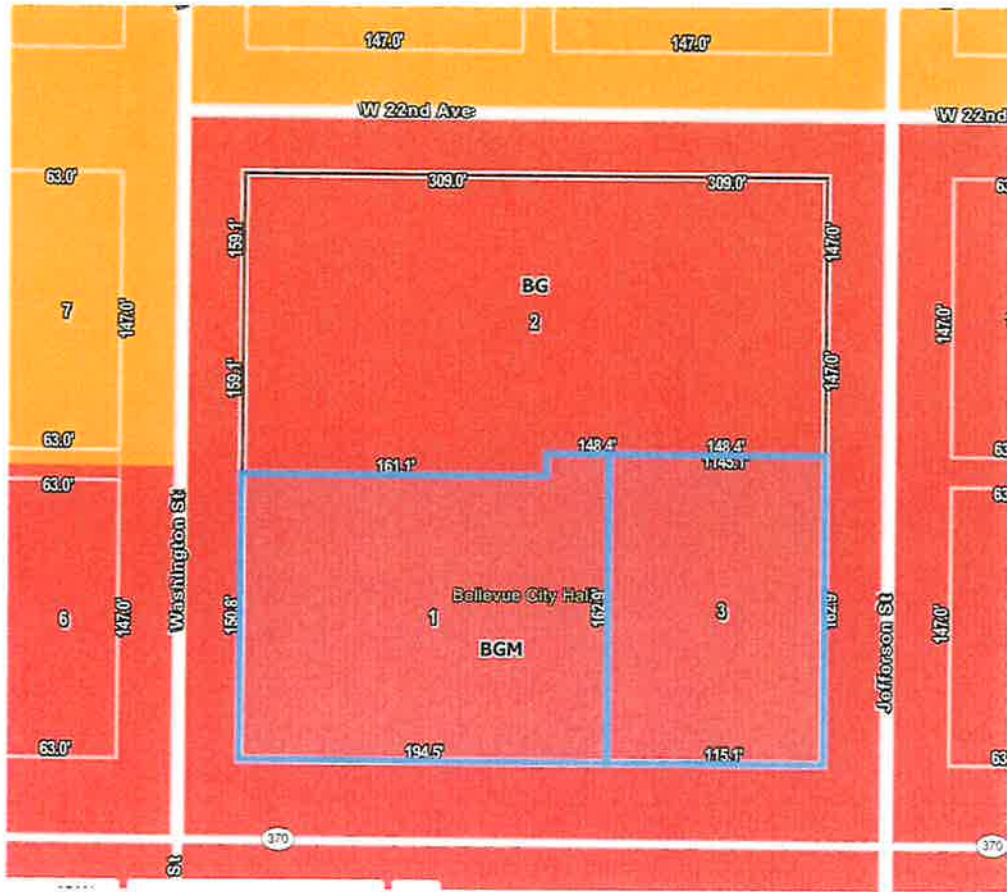


The Project Site is located in the Olde Towne Core Area. Olde Towne Bellevue encompasses the original platted area of the City from the Bellevue Cemetery and 13th Avenue on the north to 29th Avenue on the south, with the Missouri River the eastern boundary and Lincoln Road the approximate western boundary. The Olde Towne Core Area represents the primary commercial sector of the Mission Avenue corridor. The Core Area has been designated by the City to be developed as a mixed use area, with ground level retail and upper level residential or office.



The Project Site was previously owned by the City of Bellevue, upon which various City offices were located. The City offices were relocated and the site was no longer needed for City Use, so the Project Site was sold and the buildings were recently demolished. The Project Site is now vacant and in need of redevelopment. This area was declared blighted and substandard.





The future land use of the Project Site is designated as an activity center for commercial/mixed-use:

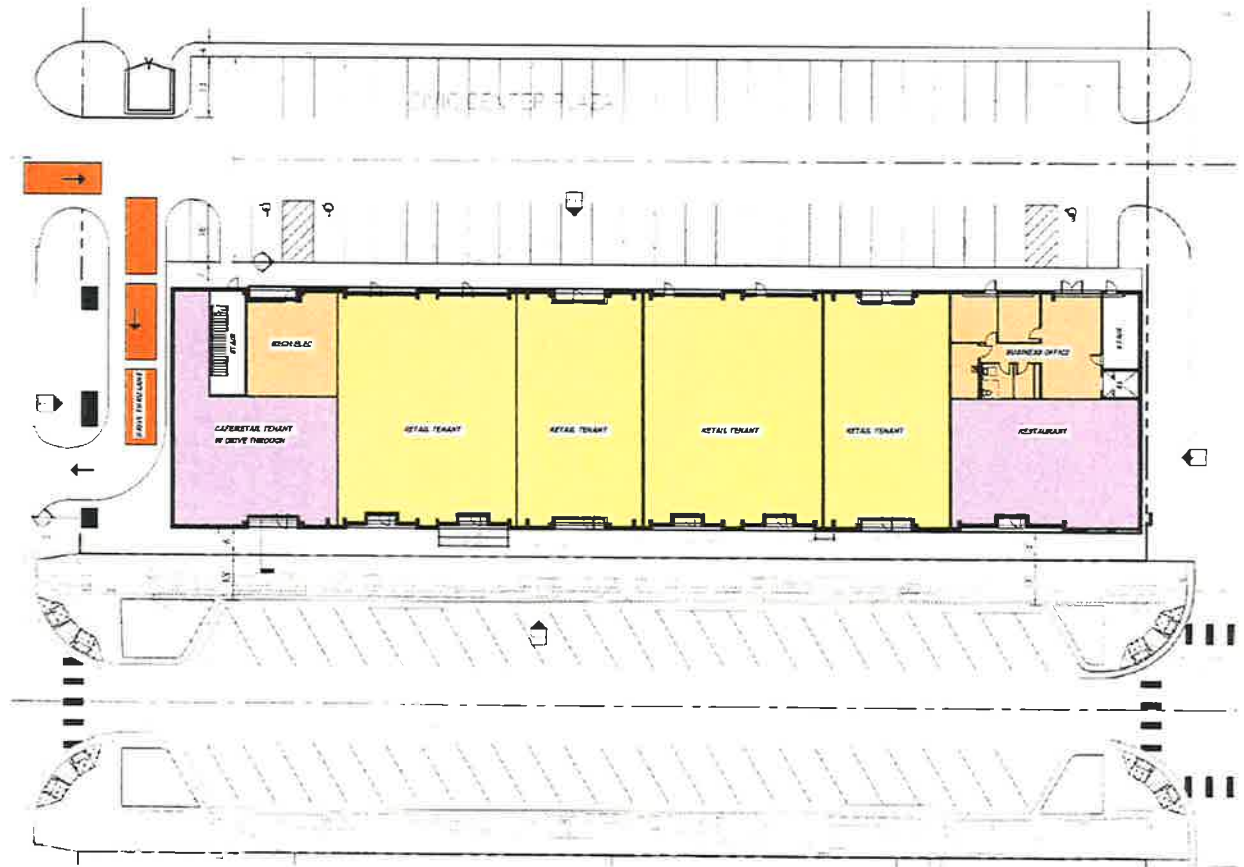


Description of the Project

Mercury Property Management, Inc., a Nebraska corporation (the “Redeveloper”), has submitted a proposal for the Project and the redevelopment of the Project Site. The redevelopment of the Project Site pursuant to this Redevelopment Plan will eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

The project under consideration will consist of the development and construction of a mixed-use building and associated improvements on the Project Site (the “Project”). Redeveloper anticipates that the total Project costs shall be approximately \$12,300,000.00. The Project is generally described in this redevelopment plan.

The new building will be constructed north of Mission Avenue between Washington and Jefferson Streets, as generally shown on the following preliminary site plan:



Preliminary renderings of the Project are included for reference:



SOUTHEAST



EAST



TYP. FACADE



TYP. FACADE



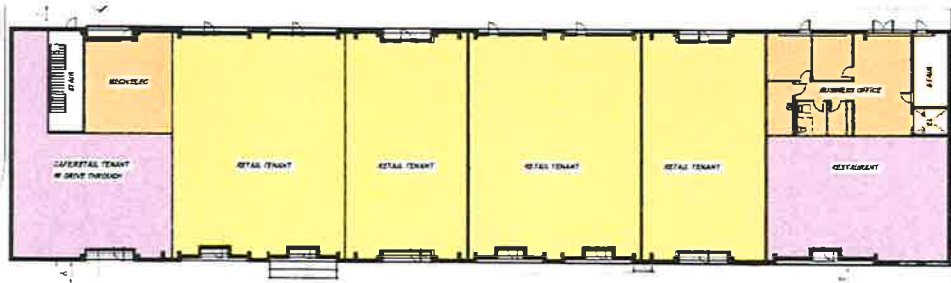
SOUTHWEST



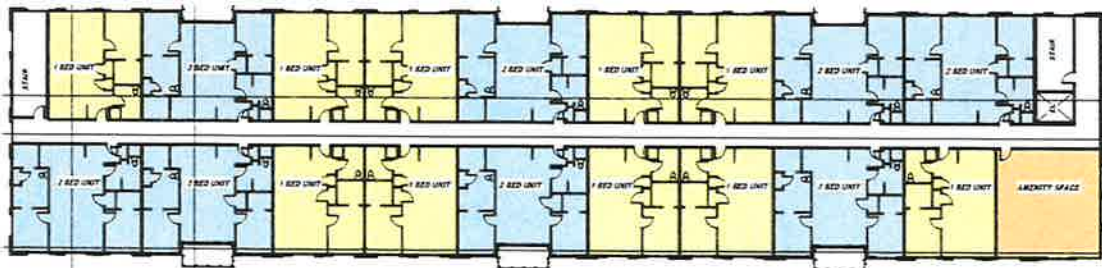
WEST

The first floor of the building consists of commercial uses. The gross area of the first-floor commercial is approximately 19,072 square feet with a proposed drive-thru lane on the west side of the building. The building will have three floors of apartments above the first-floor commercial space. Each residential floor is gross area of 21,003 square feet, over three floors of residential units totaling 63,009 square feet. This includes the corridors, elevators, stairs and amenity spaces. Each level will have approximately 8 two-bedroom units and 10 one-bedroom units, for a total of approximately 53 units. The one-bedroom units will be approximately 768 square feet and the two-bedroom units will be approximately 1,044 square feet.

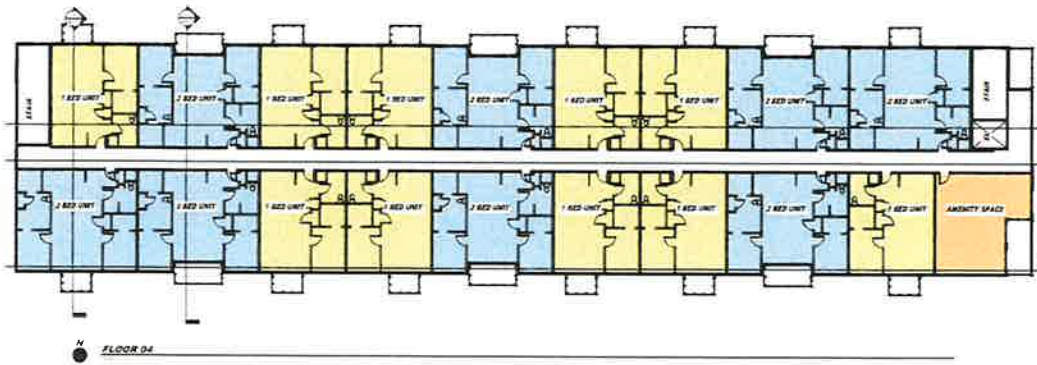
The first floor of the building will consist of approximately 14,176 square feet of retail space, 1,985 square feet of restaurant space, and 1,051 square feet of lobby/office space.



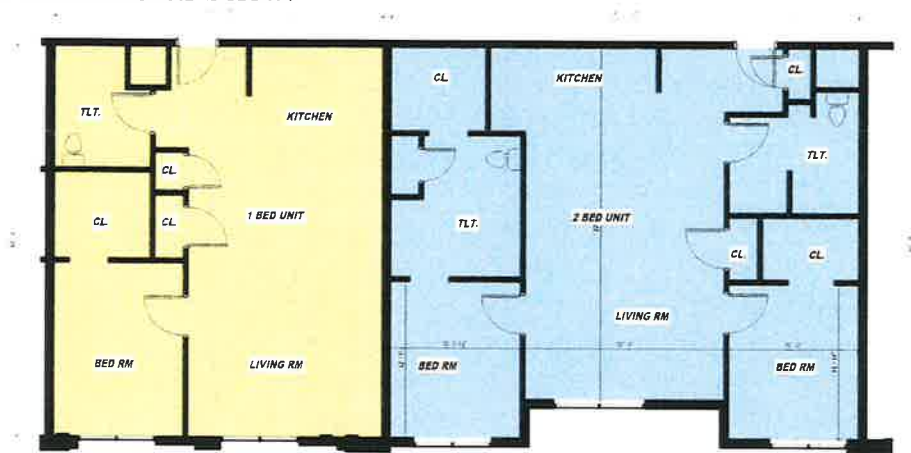
The building will include approximately 53 residential units on three floors (floors two through four). Each floor will have approximately 8 two-bedroom units and 10 one-bedroom units.



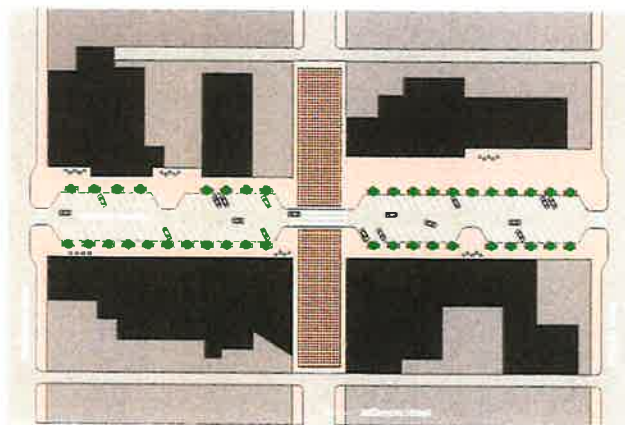
FLOOR 02 AND FLOOR 03



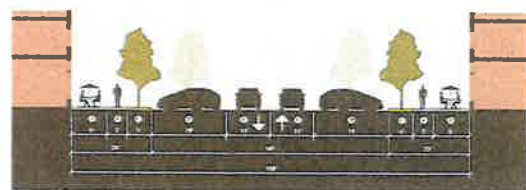
The preliminary floor plans for typical one-bedroom and two-bedroom apartments are set forth below:



The Project may also include streetscape improvements and public outdoor courtyard space. The streetscape and public space improvements are still in the design stage and this Redevelopment Plan will be amended if streetscape and public space improvements are going to be included. An example of the possible streetscape design from the Olde Towne Vision Plan is set forth below, but this is included solely as an example:



Street Cross Section One



- Outdoor Dining Area
- Through Automobile Lane
- Landscape Area
- 60 Degree Parking with In-Street and Corner No-Park
- Through Vehicular Lane

As part of the Project, the CDA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Such public improvements may include, but are not limited to: land acquisition, site preparation, utility infrastructure relocation and improvements, streetscape improvements, landscaping, architectural, engineering, and legal fees, landscaping, façade enhancements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. Redeveloper shall be responsible for all other costs and expenses associated with the Project.

Tax Increment Financing

The CDA contemplates the use of TIF for the Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of TIF Indebtedness pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body ("Base Tax Amount"); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Project, the actual base tax year and Base Tax Amount for the Project Site will be set forth in the redevelopment agreement. All incremental tax revenues resulting from the Project Site shall be divided and allocated for no more than the applicable 15-year increment period provided by the Act.

The 2022 assessed value of the Project Site is \$97,018. The projected completed valuation of the Project is \$10,425,000. The CDA does not make any representations to the final value of any Project but has relied upon the Redeveloper's estimate of the final valuation of the Project.

Based upon the anticipated completed valuation of \$10,425,000 and an anticipated 5.0% interest rate for the TIF Note, the Project will yield TIF Indebtedness in the amount of approximately \$2,468,000. Redeveloper has identified approximately

\$2,485,500 in TIF-eligible expenditures. The TIF uses and estimated costs are set forth below:

Preliminary Projected TIF Uses	
Grading	\$251,250
Water	\$98,750
Sanitary	\$59,500
Storm	\$279,000
Street and Sidewalks	\$24,000
Electrical	\$200,000
Façade Enhancements	\$179,000
Interior LED Lighting Upgrade	\$350,000
Concrete and curb	\$102,000
Architectural and Engineering	\$87,000
Concrete and subgrade testing	\$5,000
HVAC Energy Upgrade	\$125,000
Land	\$500,000
Demo/Excavation	\$200,000
legal	\$25,000
Total	\$2,485,500

The Project cannot be undertaken without the TIF-eligible improvements to the Project Site. Without the assistance of TIF Indebtedness issued in the amount of \$2,468,000, Redeveloper has represented that the project is not feasible.

Statutory Elements

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. A consideration of the statutory elements under the Nebraska Community Development Law is set forth in this section.

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. Redeveloper owns the Project Site.

B. Population Density

The proposed Project on the Project Site is a mixed-use project that will include approximately 53 residential dwelling units on the Project Site. The Project will increase population density in the project area, but an increase in population density in the Olde Towne Core Area is one of the identified goals for the area. This increase in density in a mixed-use building conforms to the Comprehensive Plan.

C. Land Coverage

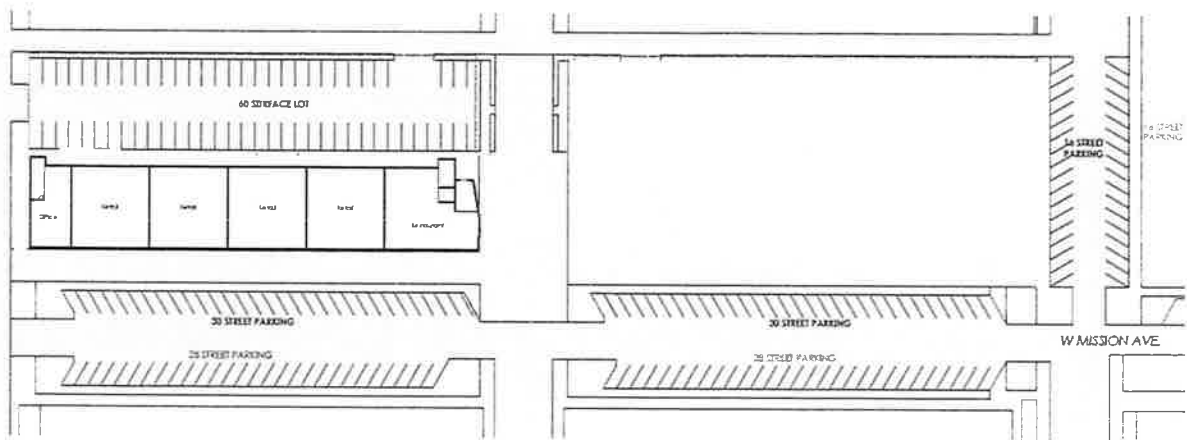
The Project will consist of the construction of one four story mixed-use building on the Project Site. The building footprint is approximately 20,000 square feet. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Bellevue. Redeveloper shall be required to obtain all building permits and zoning approval for the Project.

D. Traffic Flow, Street Layouts, and Street Grades

No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades. The Project will be designed to meet the traffic and pedestrian circulation plans for the Olde Towne redevelopment area and requirements of the City.

E. Parking

Redeveloper shall be responsible for obtaining any permits and meeting all zoning requirements. An approximately 60-stall off-street surface parking lot for residents will be located to the north and will be accessible from Washington Street and from the alley bisecting the block. On street parking will be added on Mission Avenue, south of the building site. The general preliminary parking plan is set forth below:



F. Zoning, Building Code, and Ordinances

The Project Site is currently zoned in the BGM zoning district. No rezoning is required for the Project. No additional zoning, building code, or ordinance changes will be necessary for the Project. Redeveloper shall be responsible for any land use or governmental necessary for the Project.

Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "A" and incorporated by this reference.

Comprehensive Plan

Several goals of the 2021 Bellevue Comprehensive Plan (the “Comprehensive Plan”) relating to the redevelopment of Olde Towne Bellevue will be furthered by this Project. Selections from the Comprehensive Plan are included below:

Short-Term Recommendations (1 – 5 Years)

- **Olde Towne Redevelopment/Streetscape.** Promote the redevelopment of Olde Towne through private-public partnerships. Revitalize the area, making it an attractive downtown district for people to live, work, and visit. Support the existing businesses while attracting new ones.

Olde Towne District Recommendations

- **Implement rehabilitation programs for properties in the Olde Towne area.** The Olde Towne area has numerous buildings and artifacts from Bellevue’s early days. Much of Olde Towne’s identity is represented by its history. Rehabilitation will preserve, protect, and extend the life of these structures. These rehabilitation programs should focus on restoring building facades, improving structural integrity, and preserving historic buildings.
- **Improve access to Olde Towne.** Access to Olde Towne is much easier from the north via Franklin Street and Harvell Drive. However, as Bellevue’s population growth continues primarily in southwest Bellevue, more and more people will access Olde Towne via West Mission Avenue. This western entrance is especially problematic. The intersection of West Mission Avenue and Lincoln Road should be reconfigured.
- **Encourage redevelopment along the Galvin Road South/Lincoln Road corridor.** This corridor is the western entrance into Olde Towne. The portion of the corridor leading into Olde Towne was previously deemed blighted and substandard, which is the first step to encourage redevelopment.
- **Increase housing style and diversity in Olde Towne.** Most of the homes in Olde Towne were built in the 1930s and 1940s. As a result, the homes are small. The existing Olde Towne housing stock is very consistent and lacks diversity. Olde Towne would benefit from the construction of some larger homes and upscale multifamily residential units, including townhouses and rowhouses.
- **Encourage and allow second-floor residential.** The area would benefit from additional people living and worked in Olde Towne. An easy way to accommodate additional housing units in Olde Towne is to support second-story residential housing units.
- **Extend 6- or 8-foot sidewalks from the central business district to Haworth Park; from the central business district to Washington Park.** Olde Towne’s central business district is already very pedestrian friendly. Wide sidewalks, a pleasant streetscape, and parallel parking along Mission Avenue create an environment where pedestrians feel safe and comfortable. The 6-foot sidewalks should extend from the central business district to other areas of Olde Towne and will enhance the pedestrian environment, provide linkages to several Olde Towne attractions, and create a wider buffer between automobiles and pedestrians.

- **Extend the Mission Avenue streetscape east to Haworth Park.** Sidewalks are needed to link the central business district to the new and improved Haworth Park. Both of these attractions are prime pedestrian destinations. However, a discontinuous sidewalk network makes walking between each attraction difficult.
- **Establish a historic walking tour of Olde Towne.** The Olde Towne District contains a number of prominent historic attractions and structures that are all within walking distance. An Olde Towne walking tour would enhance the area for tourists and complement Olde Towne’s existing image. Several notable structures that could be featured on the tour include the historic bank, First Presbyterian Church, Washington Park, the train depot, and the Sarpy County Historical Museum.
- **Establish consistent signage for historic buildings and areas.** A consistent signage theme will reinforce the idea that Olde Towne’s historic district is unique.

2.2 Community Goals

Housing

- Create more choices for all types of housing (single family, multifamily, apartments, new construction, middle/lower income, mixed use, and rehabilitation) to better serve the increasingly diverse residents of Bellevue.

3.2 Preferred Development Concept

Infill Development – “Bellevue residents voiced support for redevelopment within the city limits.”

Activity Centers - Activity centers typically adhere to the following several principles:

- Land use should be mixed. For example, medium-density residential (townhouses, condominiums, and rowhouses), retail and commercial centers, entertainment areas, office space, and public and civic areas should all be included.

...

- Housing types and styles should be mixed. For example, rowhouses, apartments, single-family residences, and condominiums should all be included.

...

- Standards that emphasize the quality and variety of building components and landscape design should be used.

The NAC contains facilities vital to the day-to-day activity of the neighborhood. The focus might be retail, public, or quasi-public land use such as a grocery store, service station, or small park. These diverse facilities are ideally located in close proximity to one another in the central section(s) of the activity center, making all vital shops and services accessible in a single stop.

“A NAC is proposed for historic Olde Towne along the Mission Avenue Corridor. Although Olde Towne was the first commercial area of Bellevue, the area has lost its luster—largely because of population migration patterns since the 1950s. Recent development is being constructed even further from the heart of Olde Towne. In addition, a confusing and inefficient transportation network makes travel in and out of Olde Towne difficult and has resulted in fewer-and-fewer visitors to this area. Despite these challenges, Olde Towne has a number of appealing features that would complement the development of an activity center. Olde Towne is pedestrian friendly and contains a network of sidewalks that integrate commercial and retail areas with residential neighborhoods. Mission Avenue, which forms the primary east-west corridor, is an attractive and inviting streetscape with street furnishings, wide sidewalks, and pleasant landscaping. American Heroes Park, which is expected to be expanded and improved within the next couple of years, is within walking distance of Olde Towne. Neighborhood retail, restaurants, and public services are also located nearby. An activity center within Olde Towne would enliven the area, provide appealing housing and recreation options, and create a unique sense of place that could draw on the area’s historic significance.”



Note: This section of the Redevelopment Plan is not a comprehensive analysis of the Project’s conformance with the Comprehensive Plan but is meant to highlight and summarize the key points on this topic.

Additional Project Information from Redeveloper

Redeveloper has represented that without the use of TIF, this Project would not be feasible and Redeveloper could not develop this Project on the Project Site. Redeveloper has further represented that it does not intend to file an application with the Department of Revenue to receive tax incentives under the ImaginNE Act.

EXHIBIT "A"
Cost-Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Olde Towne Redevelopment Project at 210 W. Mission Avenue, as described in the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing ("TIF") funds authorized by Neb. Rev. Stat. §18-2147.

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the 15-year tax shift is as follows:

a.	Redevelopment Project Valuation:	\$97,018
b.	Projected Completed Project Assessed Valuation:	\$10,425,000
c.	Projected Tax Increment Base:	\$10,327,982
d.	Estimated Tax Levy:	2.282737
e.	Annual Projected Tax Shift:	\$235,865

Notes: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2021 levy rate. There has been no accounting for incremental growth or change in the tax levy over the 15-year TIF period.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

A substantial positive effect is anticipated on the public infrastructure and community public service needs. The Project anticipates expenditures of approximately \$2,768,500 on public infrastructure improvements, which will benefit the area and have been desired by the City. No other public infrastructure improvements are anticipated to be necessary based on this Project. The Project will not have a material adverse effect on any community public services. Infill development will be beneficial for the efficient provision of community public services.

Redeveloper anticipates expenditures of approximately \$12,300,000 for the Project. It is anticipated that approximately \$2,468,000 of the public improvements will be financed with the proceeds of the TIF generated by the private improvements on the Project Site. The projected uses of the TIF Indebtedness, which will be refined in the Redevelopment Agreement for this Project, are set forth in the Redevelopment Plan

for the Project. All expenditures financed by the TIF Indebtedness shall be eligible under the Community Redevelopment Law.

b. Local Tax impacts (in addition to impacts of tax shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth through sales tax paid by the new residents of the housing units on the Project Site. Additionally, the residents will pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create additional commercial space and housing units in the City. This conforms to the Comprehensive Plan and desire use in the area and it seen as a positive impact for employers.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

As stated in Section 3, above, the Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project should increase the traffic to other businesses in the area though the revitalization of the Olde Towne Core Area. In addition, the Project should also generally increase the need for services and products from existing businesses as the new residents will require typical goods and services from local businesses.

5. Impacts on the student populations of school districts within the City:

It is anticipated that the Project will not have a material adverse impact on the student populations of the school district within the City. According to the Comprehensive Plan, the City is anticipating 5.25% growth without net migration by 2030. The City is planning for growth, and the schools should be anticipating growth as well. Infill development helps keep resources from spreading too thin due to outward expansion of the area of the town.

The Project will create approximately 53 multi-family dwelling units. Certain assumptions can be made about the resulting increase in student population from this Project:

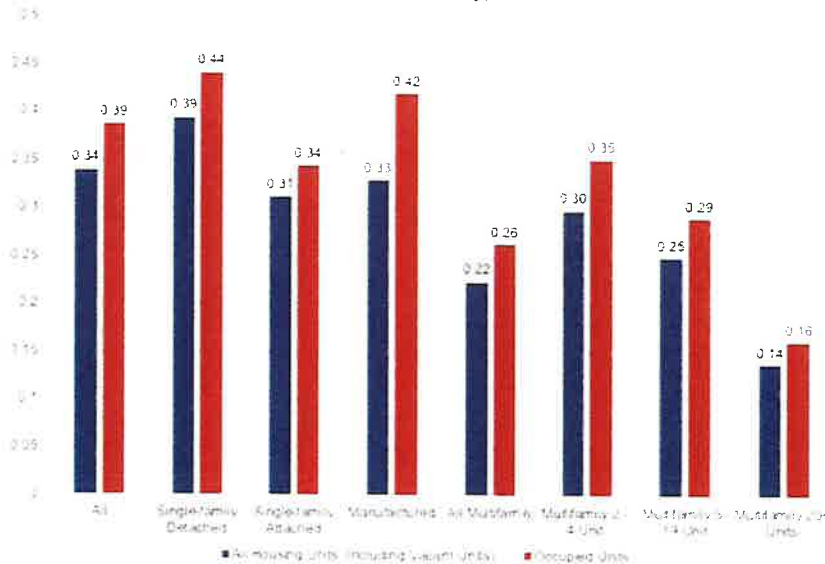
- According to statistics from the National Association of Home Builders, in Nebraska, the average number of public school children in renter-occupied units for multifamily buildings with 20 or more units is 0.096.
- According to the most recent 2018 American Community Survey (ACS) data of national averages, the average number of public school children in multifamily buildings with 20 or more units is 0.14.
- The units will all be one-bedroom and two-bedroom units, and are not likely to be occupied by larger families.

Table 1: NAHB – Nebraska data

Nebraska								
	All	Single-family Detached	Single-family Attached	Manufactured	All Multifamily	Multifamily 2 to 4 Units	Multifamily 5 to 19 units	Multifamily 20+ Units
All Housing Units	0.385	0.448	0.296	0.521	0.154	0.255	0.158	0.084
New Construction	0.290	0.458	---	---	---	---	---	---
Existing Homes	0.386	0.448	0.303	0.522	0.156	0.255	0.158	0.085
All Occupied Units	0.425	0.488	0.324	0.745	0.172	0.283	0.177	0.093
Recent Movers	0.365	0.562	0.576	---	0.190	0.258	0.177	0.160
Into New construction	0.410	0.583	---	---	---	---	---	---
Into Existing Homes	0.364	0.561	0.611	---	0.191	0.258	0.177	0.163
Non-movers	0.435	0.481	0.262	0.815	0.162	0.296	0.178	0.057
Owner Occupied Units	0.440	0.450	0.050	0.749	0.020	0.045	---	---
Recent Movers	0.482	0.580	0.109	---	0.103	0.180	---	---
Into New construction	0.437	0.488	---	---	---	---	---	---
Into Existing Homes	0.440	0.449	0.051	0.750	0.020	0.045	---	---
Non-movers	0.437	0.443	0.043	0.803	---	---	---	---
Renter Occupied Units	0.401	0.757	0.628	0.778	0.179	0.303	0.184	0.096
Recent Movers	0.321	0.578	0.750	---	0.194	0.267	0.183	0.161
Into New construction	---	---	---	---	---	---	---	---
Into Existing Homes	0.403	0.757	0.647	0.778	0.181	0.304	0.184	0.097
Non-movers	0.439	0.816	0.576	0.946	0.171	0.323	0.184	0.059

Table 2: ACS national data

Figure 1. Number of Public School Children By Structure Type



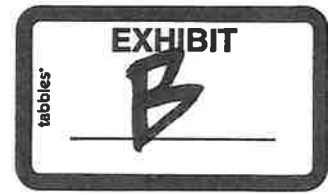
Based on the foregoing data, approximately 5 to 8 public school children can be anticipated living in an apartment complex like the Project. It is not anticipated that the Project will have an adverse impact on the school district, but instead will service the families of its students.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

None.

7. Summary of Findings:

The Project will facilitate the redevelopment of a blighted and substandard area of the City without the incurrence of significant public cost. The Project will implement the City's plan for redevelopment of the Olde Towne Core Area. Additionally, the Project will increase property tax revenue in the long-term. The benefits outweigh the costs of the proposed Project.



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Mercury Property Management, Inc.

CASE #: ECD-57

CITY COUNCIL HEARING DATE: September 6, 2022

REQUEST: to approve the Redevelopment Plan for Lots 1 and 3, Civic Center Plaza Replat One.

On July 28, 2022, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL based upon the elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill development in the Olde Towne district.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Compton						Cutsforth
	Hankins						
	Ritz						
	Aerni						
	Ackley						
	Bennett						
	Perrin						
	Jacobson						

Planning Commission Hearing (s) was held on: July 28, 2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15c.
9/6/2022

COUNCIL MEETING DATE: 09/06/2022		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?: <input type="text" value="NO"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text" value="N/A"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text" value="N/A"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text" value="N/A"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/> INSURANCE REQUIRED: <input type="text" value="YES"/>
CIP PROJECT NAME: <input type="text" value="N/A"/>	CIP PROJECT NUMBER: <input type="text" value="N/A"/>	
STREET DISTRICT NAME (S): <input type="text" value="N/A"/>	STREET DISTRICT NUMBER (S): <input type="text" value="N/A"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text" value="N/A"/>	ACCOUNT NUMBER: <input type="text" value="N/A"/>	

RECOMMENDATION:

Approve Resolution No. 2022-28: A Resolution approving and authorizing the Mayor to sign the Municipal Annual Certification of Program Compliance for 2022.

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2022-28"/>	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: _____




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, 2022) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

**SIGNING OF THE
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
2022**

Resolution No. 2022-28

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
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this 6th day of Sept., 2022 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, 2022) 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
2022**

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 uses 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, 2022 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
9/6/2022

COUNCIL MEETING DATE: 09/06/2022		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 - Capt. 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 9/1/2022 through 1/31/2023 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: CONTRACT TERM: CONTRACT END DATE:

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 list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss.

ATTACHMENTS:

1. Listing for approval	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Breyer
Don Pleiss

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
9/6/2022

COUNCIL MEETING DATE: 09/06/2022		SUBMITTED BY: Rich Severson		Finance 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:

Custom Farming Contracts for Highway 75 & 34 Property for 2022

SYNOPSIS/BACKGROUND:

The city owns land that is held for future economic development at Highway 75 & 34. The city can achieve an income stream as well as controlling weeds and erosion by custom farming the land, in this case planting wheat. The contractor that has been performing the custom work has been an excellent steward of the land and generated income for the city. This agenda item contracts with Justin Thoms for Custom Farming to plant and harvest wheat on the approximately 44 acres (40 tillable acres) at Highway 75 and Highway 34 in an amount not to exceed \$15,884.00 (\$14,440.00 plus 10% contingency).

FISCAL IMPACT: +11,160 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Custom Farming at 57 & 34

CONTRACT EFFECTIVE DATE: 09/06/2022 CONTRACT TERM: 1 Year CONTRACT END DATE: 09/06/2023

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Contract with Justin Thoms for Custom Farming approximately 40 acres at Highway 75 & Highway 34 in an amount not to exceed \$15,884.00.

ATTACHMENTS:

1. Contract 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

CUSTOM FARMING CONTRACT

Date and Names of parties. This contract is entered into on this ____ day of _____, 2022, between Owner: City of Bellevue, Nebraska, a political Subdivision of the State of Nebraska, whose mailing address is 1500 Wall Street, Bellevue, Nebraska 68005 (“Owner”) and Justin Thoms (“Custom Operator”) whose mailing address is 7118 S. 141st Street, Omaha, Nebraska 68138.

Section 1. Description of Rented Land and Length of Tenure

A. Description of Land. The Custom Operator agrees to perform custom farming operations for the owner on the following land or parcels of real estate located in the County of Sarpy and the State of Nebraska, and described as follows:

IRREG NESTRLY PT OF TAX LOTS 14A & 14B 23-13-13

consisting of approximately 43.33 acres.

B. Length of tenure. The term of this contract shall be from September 6, 2022 to September 6, 2023. Extensions must be in writing and attached to this contract, and both parties agree that failure to execute an extension at least one (1) month before the end of the current term shall be constructive notice of intent to allow the contract to expire.

Section 2. Method of Payment

The Custom Operator agrees to submit to the Owner an itemized written statement of work completed after the proposed work is completed. The Owner agrees to make payment to the Custom Operator within forty-five (45) days after receiving the statement. All harvested crops shall be the property of the Owner. The Custom Operator shall have no right to the profits of the sale of the harvested grain. Compensation of the Custom Operator shall be only as stated in this Contract.

Section 3. Procurement of Supplies

Custom Operator shall be responsible for the purchase and delivery of all seed, fertilizer, chemicals, and other supplies. The Owner may, at its discretion, advance Custom Operator funds for procurement of supplies under this section as it sees fit.

Section 4. Custom Operator Agrees That

(1) He will maintain the farm during his tenancy in as good condition and repairs as at the beginning, or as later improved, normal wear and depreciation from causes beyond the Custom Operator's control excepted. (2) He will operate in an efficient and husband like manner, will do the plowing, seeding, cultivation and harvesting at the proper time and in the proper manner. (3) He will keep in good repair all grass waterways, terraces, open ditches, and inlets and outlets of tile drains. (4) He will not commit waste on or damage to the land and will use due care to prevent others from so doing. (5) No timber on the land shall be used for any purposes without the prior written consent of the Owner. (6) He will permit the Owner or his agent to enter the land at any reasonable time for repairs, improvements or inspection. (7) He will yield possession of the land to the Owner at the expiration of this contract without further notice. (8) He will prepare and keep adequate records of his farming operations on the property including, but not limited to, the type, amount and cost of all seeds planted, the type, amount and cost of all fertilizers, insecticides, herbicides and any other chemicals applied to the property.

Section 5. Owner Agrees That

(1) Owner will pay any taxes on said property. (2) If Owner should sell or otherwise transfer the property, it will do so subject to the provisions of this contract.

Section 6. It Is Mutually Agreed That

The terms of this contract shall apply to the heirs, personal representatives, successors and assigns of both Owner and Customer Operator in like maimer as to the original parties. However, in the event this contract is for a term greater than one year, the heirs or personal representatives of the deceased party shall have the option to give written notice of termination effective at the end of the contract year in which death occurs.

Section 7. Default

Upon default by either party, the other party shall have all rights of law, including forcible entry and detainer. If the Customer Operator fails to carry out any provision of this contract, Owner may enter and take possession and the Customer Operator shall peaceably vacate the premises.

Section 8. Insurance

Custom Operator shall indemnify Owner from and against any claim made from, out of or in connection with Custom Operator's farming operation and in his use or occupancy of the land. Custom Operator shall procure and maintain throughout the term of this contract comprehensive public liability, motor vehicle and workers' compensation insurance in the amounts set forth on Attachment "A" naming Owner as additional insured. Custom Operator shall provide Owner with evidence of such coverages immediately upon Customer Operator's execution of this contract. Furthermore, the Owner and Custom Operator waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 8. The policy shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Section 9. E-Verify

The Custom Operator is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Custom Operator is an individual or sole proprietorship, the following applies:

1. The Custom Operator must complete the United States Citizenship Attestation Form 1, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The previous provision shall remain in full force and effect until either City or Contractor terminate said Agreement or in ten (10) years, whichever occurs first.

Section 10. Field Operations, Rates and Acres

The bids below are given for wheat production on the Hyda farm ground at Hwy 75 and Hwy 34. 08/31/2022

40 acres

Operation	Unit	Rate	Total Billed	Notes
Field prep, field cultivating for weed control and ground prep	Acre	\$20.00	\$800	
Fertilizer & application. 106.52lbs 46-0-0 Urea, 100lbs 11-52-0 (\$114 +\$8.50 app)	Acre	\$122.50	\$4,900.00	
Wheat Seed/Planting – (\$57.50 seed+\$20 app)	Acre	\$77.50	\$3,100.00	2.5 bu/acre
Second Fertilizer application and herbicide. 156.25lbs 32-0-0, .13oz Harmony extra SG, .5 pt five start ALBH	Acre	\$66.00	\$2,640.00	
Harvest crops	Acre	\$35	\$1,400.00	
Hauling to Frontier coop in Elmwood, estimating 80 bu/acre	Bu	\$0.50	\$1,600.00	
		Estimated TOTAL:	\$14,440.00	

Any additional spraying for fungicide would be cost of the chemical plus \$8.50 application

Contact Justin Thoms at 402-658-1929 with any questions.

COB-Estimated Revenue from Wheat

Acres	40
Bushels per Acre	80
Sales Price per Bushel	\$ 8.00
	\$ 25,600.00
Net	\$11,160.00

This will accomplish weed and erosion control as well as providing the City with positive cash flow while development is pending.

Attach additional page to proposal if necessary. Custom Operator also may include estimates of additional expenses for post-harvest waterway maintenance, plowing of terraces, inspections and treatment for insects. Such expenses shall be approved by Owner in writing as they are incurred during the course of Custom Operator's farming operation.

Section 11. Signatures of Parties to Contract

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract on this ____ day of _____ 2022.

CITY OF BELLEVUE, Nebraska

CUSTOM OPERATOR

By: _____
Mayor, Rusty Hike

By: _____
Title: _____
(if corporation, partnership or LLC)

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

ATTACHMENT "A"

INSURANCE AMOUNTS

<u>Coverage</u>	<u>Limits of Liability</u>
General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 aggregate
Employer's Liability under Workers' Compensation	\$100,000/\$500,000/\$100,000

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
9/6/2022

COUNCIL MEETING DATE: 09/06/2022		SUBMITTED BY: Public Works	
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:

Agreement for renovating the Bellevue Public Library, 2206 Longo Drive

SYNOPSIS/BACKGROUND:

Service agreement with Leo Daly for the design work for the Bellevue Public Library required to renovate the Bellevue Professional Building located at 2206 Longo Dr, Bellevue, NE 68005. The costs associated with the redesign of and addition to the Bellevue Professional Building is Three Hundred Sixty-Six Thousand Eight Hundred Seventy-Five Dollars (\$366,875) plus reimbursable expenses up to One thousand Dollars (\$1,000.00).

FISCAL IMPACT: \$366,875 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Design Services

CONTRACT EFFECTIVE DATE: 09/06/2022 CONTRACT TERM: 01/01/2025 CONTRACT END DATE: 01/01/2025

PROJECT NAME: Library Renovation Project

START DATE: 09/06/2022 END DATE: 01/01/2023 PAYMENT DATE: 01/01/2025 INSURANCE REQUIRED: NO

CIP PROJECT NAME: Library CIP PROJECT NUMBER: CIP L1 22 (1)

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

ACCOUNTING DISTRIBUTION CODE: CIP L1 22 (1) ACCOUNT NUMBER: 10-14-7030

RECOMMENDATION:

Approve & authorize Mayor to sign Service Agreement with Leo Daly for the design work for the Bellevue Public Library required to renovate the Bellevue Professional Building located at 2206 Longo Dr, Bellevue, NE 68005, in an amount not to exceed \$366,875 plus reimbursable expenses up to \$1,000.

ATTACHMENTS:

1. Contract for Services	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bryn Rollins
[Signature]
[Signature]

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 25th day of August in the year 2022

(Paragraph Deleted)

BETWEEN the Architect's client inclusive of the client's Board of Directors, Employees, Shareholders, Affiliates, Representatives, Agents and Assignees, collectively identified as the Owner:

(Paragraph Deleted)

City of Bellevue
1510 Wall Street
Bellevue, NE 68005 (Hereinafter referred to as "Owner")

and the Architect:

(Paragraph Deleted)

Leo A Daly Company
8600 Indian Hills Drive
Omaha, NE 68114 (Hereinafter referred to as "Architect")

for the following Project:

(Paragraph Deleted)

Bellevue Public Library Renovation and Addition
(Hereinafter referred to as the "Project")

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph Deleted)

§ 1.1.1 The Owner's program for the Project:

The basis of the project program is the Summary included in the Conceptual Design Narrative dated August 20, 2021 attached in Exhibit A

§ 1.1.2 The Project's physical characteristics:

(Paragraph Deleted)

Provide architecture and engineering design services for the addition and renovation of existing facility at 2206 Longo Drive, Bellevue, NE 68005. Work will include renovation of existing office space of approximately 17,300 SF and a 6,000 SF addition associated site work, including new parking lot layout. The basis of design is depicted in Exhibit B, City of Bellevue Public Library Conceptual Design Study, dated August 20, 2021 Option 1 drawings.

Design of Furniture, Fixtures and Equipment will be included in the basic services.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Paragraph Deleted)

The Owner's Total Project Cost budget is \$4,000,000. Of this budget \$2,785,125 is estimated to be allocated for the Cost of the Work completed by the Contractor. The total Cost of the Work will be greater than this amount and the

Init.

difference is assumed to be completed by the Owner self-performing some construction activity tasks to be determined at a later date.

The estimated costs for FF&E including shelving and furniture is \$655,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Programming (2) weeks
Schematic Design (4) weeks
Owner Review (1) week – Complete by October 2022
Design Development (8) weeks
Owner Review (1) week
Construction Documents (8) weeks

.2 Construction commencement date:

Estimated March 2023
(Paragraph Deleted)

.3 Substantial Completion date or dates:

TBD
(Paragraph Deleted)

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Paragraph Deleted)

Design-Bid-Build project delivery with competitively bid single bid package. Construction will be phased. Phase 1 will be the 17,300 SF renovation and Phase 2 will be the 6,000 SF addition.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Paragraph Deleted)

none
(Paragraphs Deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(Paragraph Deleted)

Doug Clark, Public Works Director
City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005
Doug.Clark@Bellevue.net
Office 402-293-3030
Mobile: 402-490-4875

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's

submittals to the Owner are as follows:

(Paragraph Deleted)

None

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(Paragraph Deleted)

.1 Special Inspector

TBD

(Paragraph Deleted)

(Paragraphs Deleted)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(Paragraph Deleted)

Erin Froschheiser, Project Manager, Associate
Leo A Daly
8600 Indian Hills Drive
Omaha, NE 68114
EPFroschheiser@leoadaly.com
402.391.8111

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(Paragraph Deleted)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer, Mechanical Engineer, Electrical Engineer:

LEO A DALY

.2 Cost Consultant:

Building Cost Consultants
P.O. Box 278
Plattsmouth, NE 68138

.3 Geotechnical Engineer:

Thiele Geotech Inc.
13478 Chandler Road
Omaha, NE 68138

.4 Land Surveyor:

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Lamp Rynearson
14710 Dodge Street, Ste. 100
Omaha, NE 68154

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

All services such as HVAC, power, fire protection, and plumbing shall be extensions of existing systems.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. No changes or adjustments under this section shall be made unless agreed to, in writing by both Owner and Architect. Neither party shall unreasonably withhold consent to such changes or adjustments.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than five hundred thousand dollars (\$500,000) combined single limit for bodily injury, death of any

person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than five hundred thousand (\$ 500,000) each accident, and five hundred thousand (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one millions dollars (\$1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Umbrella policies, if any, shall follow form of the underlying policies.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. prior to commencement of work under this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, and if requested by Owner or otherwise required herein, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3.1 The Owner agrees that the Architect is not responsible for damages arising from any circumstances beyond the Architect's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; failure of any governmental agency to act in timely manner; failure of performance by the Owner or the Owner's other designers, contractor, or any of their subcontractors; or discovery of any hazardous substances or differing and unforeseeable site conditions.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents. The Architect shall respond to applicable design requirements imposed by those authorities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an opinion of probable cost of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the opinions of probable cost of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall, if requested by the Owner in writing, assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Not Used.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

If requested by the Owner in writing, the Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, and if requested by the Owner in writing, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 If requested by the Owner in writing, the Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Not Used.

(Paragraphs Deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall notify the Owner of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to the Owner inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, a decision made in good faith by the Architect shall not give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and on site visits, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observation visits to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and take appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of a deviation from the requirements of the Contract Documents unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written acknowledgement of the specific deviation of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§3.6.6.1 The Architect shall:

- .1 conduct site observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final site observations indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s site observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect (basic services)
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Architect (basic services)
§ 4.1.1.5 Site evaluation and planning	Architect (basic services)

§ 4.1.1.6 Building Information Model management responsibilities	Architect (basic services)
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect (basic services)
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect (basic services)
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect (basic services)
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect (basic services)
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Architect, Supplemental Service
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect (basic services)
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Interior and Exterior Signage and Wayfinding	Architect, (basic service)
§ 4.1.1.31 Photorealistic Renderings	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.1.1 Programming: Basic Services is defined as provided per Section 3.2. Architect will lead a programming meeting with users to review space needs, priorities, and adjacencies from the basis of design. Architect will develop spreadsheet to document listing of updated desired spaces, square footages, and adjacencies for user review.

§ 4.1.2.1.2 Existing facility surveys: Basic Services is defined as Architect will complete a survey limited to a visual assessment of existing library and systems to identify existing conditions as well as generally confirm information documented in the Owner provided existing building drawings. Selective demolition and environmental/hazardous material identification/testing will not be conducted. All assessment activities will be conducted from the ground, floor, and roof where permanent ladders are available.

§ 4.1.2.1.3 Site Evaluation and Planning: Basic services is defined as site topographic survey and geotechnical investigation.

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The Architect will contract with a subconsultant to furnish a topographic survey to describe physical characteristics and utility locations for the site of the Project. The extents of the survey will include the northwest and south side of the existing building, to include the area surrounding the proposed addition, parking lot and drop off lane. The survey shall include, as applicable, grades and lines of streets and pavements; rights-of-way, restrictions, easements, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines. All the information on the survey will be referenced to a Project benchmark.

The Architect will contract with a subconsultant to furnish services of geotechnical engineers, which may include soil borings, determinations of soil bearing values and subsurface preparation for foundations, slab on grade and paving, with written reports and appropriate recommendations.

§ 4.1.2.1.4 Building Information Model Management Responsibilities: Basic Services is defined as utilization of a Building Information Model to deliver Construction Documents for the Project. The Building Information Model will not be utilized for the purpose of fabrication, estimating or scheduling. The model will be available as a resource to the Owner for information only. The model's level of development is up to the discretion of the design team to convey design intent and show massing of major architectural and engineering components of the building.

§ 4.1.2.1.5 Civil Engineering: Basic Services is defined as miscellaneous grading for building addition footprint, ADA study of existing parking and pedestrian paths to building library entrances, update parking layout to provide ADA parking adjacent to main entry, including pedestrian path ramps, and restriped parking layout. Traffic analysis, design of improvements outside the property line, and engineering of utility services are not included. It is assumed, plumbing, sewer, and electrical base building systems, fixtures, and equipment are adequate to accommodate loads for the use/occupancy of the tenant improvement.

§ 4.1.2.1.6 Architectural Interior Design: Basic Services is defined as interior space definition, material and color selection. Furniture selection is not included.

§ 4.1.2.1.7 Value Analysis is a systematic review of costs associated with different products, components, or systems when designing the project. If value engineering / project scope modifications are required, Architect reserves the right to discuss equitable compensation for the cost of any required re-design. Additional Compensation shall be in the form of a change order to the Agreement and will be executed in the following month after the value engineering / project scope modification is accepted by the Owner.

§ 4.1.2.1.8 As-Designed Record Drawings: Basic Services is defined as preparation of Construction Documents modified to include the original Construction Documents plus all addenda, Architect's Supplemental Instructions (ASI's), Change Orders, Construction Change Directives, and minor changes in the work.

§ 4.1.2.1.9 Telecommunications/Data Design: Detailed Telecommunications/Data Design shall be by others. Architect's basic services include the design of required infrastructure (power, pathways) as required.

§ 4.1.2.1.10 Commissioning: See Exhibit D - LEO A DALY Commissioning Proposal

§ 4.1.2.1.11 Furniture, Furnishings, and Equipment Design:

Design Phase: Architect to prepare a detailed furniture package layout for public and workspace areas. Architect to prepare a furniture specification package for use in a Request for Proposal (RFP) to obtain furniture pricing (bids) between FF&E vendors. Specification package to include furniture plans, description of product, and finish selection for new furniture including: library shelves, soft seating, study tables, circulation desk, meeting room tables and chairs, computer lab tables and chairs, maker space furnishings, and staff workstations.

Bidding Phase: Architect to answer requests for information from FF&E vendors and issue addendums based on questions/issues raised by vendors. Architect shall participate in the process of reviewing RFP's and awarding furniture package.

Construction Phase: Architect to assist in coordinating mock-up design. Architect to assist in the coordination of furniture delivery and installation between vendor and Contractor. Architect to review shop drawing submittals and answer requests for information (RFI's) from the Contractor. Architect to provide punchlist of furniture items and verification of placement.

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§ 4.1.2.1.12 Interior and Exterior Signage and Wayfinding: Basic Services is defined as provide signage as required to meet code, including room identification, accessibility directions, exits, fire protection equipment, occupant load, and building address. Design of facility name wall/monument and donor signage is not included.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Paragraph Deleted)

Building security design, including location and specification of interior and exterior cameras, to be provided by Owner's Consultant, if desired and/or required operation.

§ 4.1.3 Not Used.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect
- .12 Further phase or accelerate Architect's services;
- .13 Redesign or revise drawings and other documents after any Schematic Design Phase submittal which is not caused by Architect's negligence;
- .14 An increase in the Cost of the Work by more than 10% of the original estimate of the Cost of the Work.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination.

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- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents, are repetitive, or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner as required by Section 4.2.1:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One (1) times per month on average, site observation visits to the site by the Architect during construction
- .3 One (1) site observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) site observations for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect and not otherwise agreed upon by Architect and Owner, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 Not Used.

§ 5.5 Not Used.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Not Used.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary of probable cost of the Cost of the Work and updated opinions of probable cost of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any opinion of probable cost of the Cost of the Work prepared or agreed to by the Architect and Owner shall release and hold Architect harmless from opinion of probable costs provided under this Agreement.

§ 6.3 In preparing any opinion of probable cost the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the opinion of probable cost

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to meet the Owner's budget. The Architect's opinion of probable cost of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's opinion of probable cost of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall, as an Additional Service, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

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Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Paragraphs Deleted)

Litigation in a court of competent jurisdiction

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User Notes: (3B9ADA48)

(Paragraph Deleted)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Not Used

(Paragraphs Deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NA

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

NA

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or

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unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

Lump sum of Three Hundred Sixty-Six Thousand Eight Hundred Seventy-Five Dollars (\$366,875) plus reimbursable expenses up to One thousand Dollars (\$1,000.00).

(Paragraph Deleted)

This includes \$347,375 for basic design and construction administration services and \$19,500 for Furniture, Fixture and Equipment Design services.

(Paragraphs Deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

The fees for Additional Services will be negotiated as a lump sum or on an hourly basis dependent on the specific scopes of work.

11.2.1 Commissioning: Lump sum of Twenty-Eight Thousand Two Hundred Dollars (\$28,200.00) plus reimbursable expenses not to exceed Three Hundred Dollars (\$300.00).

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The fees for Additional Services will be negotiated as a lump sum or on an hourly basis dependent on the specific scopes of work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

To be negotiated based on required scope and hourly rates provided in "Exhibit C".

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming	Five	percent (5	%)
Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty-five	percent (25	%)
Construction Documents Phase	Thirty	percent (30	%)
Bidding Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)

Total Basic Compensation one hundred percent (100 %)

§ 11.6 Not Used

§ 11.6.1 Not Used

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraph Deleted)

See Attached Exhibit C –LEO A DALY Hourly Rates Schedule

(Table Deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred not to exceed the amount set out in Section 11.1.1.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Paragraph Deleted)

None

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph Deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Paragraph Deleted)

12 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Paragraph Deleted)

12.1 **Limit of Liability.** It is agreed that the Owner's maximum recovery against Architect for any damages, claims, costs, or expenses arising under the Agreement, whether in contract, tort or otherwise, is \$2,000,000. It is expressly agreed that Owner's sole and exclusive remedy against Architect under the Agreement, whether based in contract, tort or otherwise, is the award of damages, costs or expenses not to exceed the stipulated figure of \$2,000,000.

12.2 **Remodeling.** Inasmuch as the remodeling and/or rehabilitation of an existing building or structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending great sums of additional money, or destroying otherwise adequate or serviceable portions of the building or structure, the Owner agrees that, except for negligence on the part of the Architect, Owner will release, hold harmless, and indemnify the Architect for and against any and all claims, damages, and costs of defense arising out of such professional services involving those assumptions.

12.3 **Maintenance.** The Owner agrees to release and hold the Architect harmless of any and all liability should the Owner fail to adhere to any published maintenance schedule for any material or product that is a part of the Project. However, Architect agrees to inform Owner in a timely manner of any and all maintenance schedules for any material or product that are known by the Architect.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2
Not
Used

(Paragraph Deleted)

- .3 Exhibits:

(Paragraph Deleted)

Init.

Exhibit A – Summary included in the Conceptual Design Narrative dated August 20, 2021
(Paragraph Deleted)

Exhibit B - City of Bellevue Public Library Conceptual Design Study dated August 20, 2021 Option 1 drawings
(Paragraph Deleted)

Exhibit C – LEO A DALY Hourly Rates Schedule
(Paragraphs Deleted)

Exhibit D – LEO A DALY Commissioning Proposal

4 Other documents:
(List other documents, if any, forming part of the Agreement.)

None

This Agreement entered into as of the day and year first written above.

City of Bellevue:

LEO A DALY Corp. BY:



OWNER (Signature)

ARCHITECT (Signature)

Nancy Melby
2022.09.02 12:40:07-05'00'

Rusty HikeMayor

(Printed name and title)

Nancy Melby Vice President, Director of Operations

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:23:39 ET on 09/02/2022.

PAGE 1

AGREEMENT made as of the 25th day of August in the year 2022

...

(In words, indicate day, month and year.)

...

BETWEEN the Architect's client inclusive of the client's Board of Directors, Employees, Shareholders, Affiliates, Representatives, Agents and Assignees, collectively identified as the Owner:

...

(Name, legal status, address and other information)

...

City of Bellevue

...

1510 Wall Street

...

Bellevue, NE 68005(Hereinafter referred to as "Owner")

...

(Name, legal status, address and other information)

...

Leo A Daly Company

8600 Indian Hills Drive

Omaha, NE 68114(Hereinafter referred to as "Architect")

...

(Name, location and detailed description)

...

Bellevue Public Library Renovation and Addition
(Hereinafter referred to as the "Project")

PAGE 2

TABLE OF ARTICLES

...

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

...

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

...

The basis of the project program is the Summary included in the Conceptual Design Narrative dated August 20, 2021 attached in Exhibit A.

...

(Identify or describe pertinent information about the Project's physical characteristics, such as size, location, dimensions, geotechnical reports, site boundaries, topographic surveys, traffic and utility studies, availability of public and private utilities and services, legal description of the site, etc.)

...

Provide architecture and engineering design services for the addition and renovation of existing facility at 2206 Longo Drive, Bellevue, NE 68005. Work will include renovation of existing office space of approximately 17,300 SF and a 6,000 SF addition associated site work, including new parking lot layout. The basis of design is depicted in Exhibit B, City of Bellevue Public Library Conceptual Design Study, dated August 20, 2021 Option 1 drawings.

...

Design of Furniture, Fixtures and Equipment will be included in the basic services.

...

(Provide total and, if known, a line item breakdown.)

PAGE 3

The Owner's Total Project Cost budget is \$4,000,000. Of this budget \$2,785,125 is estimated to be allocated for the Cost of the Work completed by the Contractor. The total Cost of the Work will be greater than this amount and the difference is assumed to be completed by the Owner self-performing some construction activity tasks to be determined at a later date.

...

The estimated costs for FF&E including shelving and furniture is \$655,000.

...

Programming (2) weeks

...

Schematic Design (4) weeks

...

Owner Review (1) week – Complete by October 2022

...

Design Development (8) weeks

...

Owner Review (1) week

...

Construction Documents (8) weeks

...

Estimated March 2023

...

TBD

...

.4 Other milestone dates:

...

N/A

...

~~(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)~~

...

Design-Bid-Build project delivery with competitively bid single bid package. Construction will be phased. Phase 1 will be the 17,300 SF renovation and Phase 2 will be the 6,000 SF addition.

...

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

...

none

...

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

(List name, address, and other contact information.)

...

Doug Clark, Public Works Director

...

City of Bellevue, Nebraska

...

1510 Wall Street

...

Bellevue, NE 68005
Doug.Clark@Bellevue.net

...

Office 402-293-3030

...

Mobile: 402-490-4875

PAGE 4

(List name, address, and other contact information.)

...

None

...

(List name, legal status, address, and other contact information.)

...

.1 ~~Geotechnical Engineer:~~ Special Inspector

...

TBD-

...

~~.2 Civil Engineer:~~

...

~~.3 Other, if any:~~

...

(List any other consultants and contractors retained by the Owner.)

...

§.§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

...

(List name, address, and other contact information.)

...

Erin Froschheiser, Project Manager, Associate
Leo A Daly
8600 Indian Hills Drive
Omaha, NE 68114
EPFroschheiser@leoadaly.com
402.391.8111

...

(List name, legal status, address, and other contact information.)

...

.1 Structural Engineer, Mechanical Engineer, Electrical Engineer:

...

LEO A DALY-

...

.2 Mechanical Engineer: Cost Consultant:

...

Building Cost Consultants

...

P.O. Box 278

...

Plattsmouth, NE 68138

...

.3 Electrical-Geotechnical Engineer:

...

Thiele Geotech Inc.

...

13478 Chandler Road

...

Omaha, NE 68138

...

.4 Land Surveyor:

PAGE 5

Lamp Rynearson

...

14710 Dodge Street, Ste. 100

...

Omaha, NE 68154

...

None

...

All services such as HVAC, power, fire protection, and plumbing shall be extensions of existing systems.

...

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. No changes or adjustments under this section shall be made unless agreed to, in writing by both Owner and Architect. Neither party shall unreasonably withhold consent to such changes or adjustments.

...

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

...

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model ~~and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form,~~ shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$) for each occurrence and (\$) one million dollars (\$1,000,000) for each occurrence and~~ in the aggregate for bodily injury and property damage.

PAGE 6

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$) per accident five hundred thousand dollars (\$500,000) combined single limit~~ for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$) each accident, (\$) each employee, and (\$) five hundred thousand (\$ 500,000) each accident, and five hundred thousand (\$ 500,000) policy limit.~~

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$) per claim and (\$) one millions dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.~~

...

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary ~~and excess or umbrella~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Umbrella policies, if any, shall follow form of the underlying policies.

...

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. prior to commencement of work under this Agreement.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 ~~and include usual and customary structural, mechanical, and electrical engineering services.~~ Services not set forth in this Article 3 are Supplemental or Additional Services.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, and if requested by Owner or otherwise required herein, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

...

§ 3.1.3.1 The Owner agrees that the Architect is not responsible for damages arising from any circumstances beyond the Architect's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; failure of any governmental agency to act in timely manner; failure of performance by the Owner or the Owner's other designers, contractor, or any of their subcontractors; or discovery of any hazardous substances or differing and unforeseeable site conditions.

PAGE 7

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents ~~and entities providing utility services to the Project.~~ The Architect shall respond to applicable design requirements imposed by those authorities ~~and entities.~~

...

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

...

§ 3.2.6 The Architect shall submit to the Owner an estimate opinion of probable cost of the Cost of the Work prepared in accordance with Section 6.3.

...

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and

describe the development of the approved Schematic Design Documents and shall consist of ~~drawings and other documents~~ drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

PAGE 8

§ 3.3.2 The Architect shall update the ~~estimate~~ opinions of probable cost of the Cost of the Work prepared in accordance with Section 6.3.

...

§ 3.4.3 During the development of the Construction Documents, the Architect ~~shall~~ shall, if requested by the Owner in writing, assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

...

§ 3.4.4 ~~The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.~~ Not Used.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, ~~advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5,~~ and request the Owner's approval.

...

§ 3.5 Procurement Phase Services

...

§ 3.5.1 General

...

~~The~~ If requested by the Owner in writing, the Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, and if requested by the Owner in writing, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

...

§ 3.5.2 Competitive Bidding

...

§ 3.5.2.2 ~~The~~ If requested by the Owner in writing, the Architect shall assist the Owner in bidding the Project by:

...

§ 3.5.3 Negotiated Proposals Not Used.

...

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

...

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

...

~~1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~

...

~~2 organizing and participating in selection interviews with prospective contractors;~~

...

~~3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~

...

~~4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

...

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 9

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

...

§ 3.6.2.2 The Architect ~~has the authority to reject~~ **shall notify the Owner of** Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall ~~have the authority to require~~ **recommend to the Owner** inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, ~~neither this~~

~~authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall by the Architect shall not give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.~~

...

§ 3.6.3 Certificates for Payment to Contractor

PAGE 10

§3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and ~~inspections, on site visits,~~ (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

...

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site ~~inspections-observation visits~~ to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

...

§ 3.6.4.2 The Architect shall review and ~~approve, or take other appropriate action upon,~~ the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of an deviation from the requirements of the Contract Documents unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written acknowledgement of the specific deviation of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's ~~approval-review~~ of a specific item shall not indicate approval of an assembly of which the item is a component.

PAGE 11

§ 3.6.6 Project Completion

...

- .1 conduct ~~inspections-site observations~~ to determine the date or dates of Substantial Completion and the date of final completion;

...

- .4 issue a final Certificate for Payment based upon a final ~~inspection-site observations~~ indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

...

§ 3.6.6.2 The Architect's ~~inspections~~ site observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

PAGE 12

§ 4.1.1.1	Programming	<u>Architect (basic services)</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3	Measured drawings	<u>Not provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Architect (basic services)</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect (basic services)</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Architect (basic services)</u>
§ 4.1.1.7 § 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect (basic services)</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Architect (basic services)</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect (basic services)</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect (basic services)</u>
§ 4.1.1.22	Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23	Commissioning	<u>Architect, Supplemental Service</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Architect (basic services)</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services <u>Interior and Exterior Signage and Wayfinding</u>	<u>Architect, (basic service)</u>
§ 4.1.1.31	<u>Photorealistic Renderings</u>	<u>Not Provided</u>

...

§ 4.1.2.1.1 Programming: Basic Services is defined as provided per Section 3.2. Architect will lead a programming meeting with users to review space needs, priorities, and adjacencies from the basis of design.

Architect will develop spreadsheet to document listing of updated desired spaces, square footages, and adjacencies for user review.

§ 4.1.2.1.2 Existing facility surveys: Basic Services is defined as Architect will complete a survey limited to a visual assessment of existing library and systems to identify existing conditions as well as generally confirm information documented in the Owner provided existing building drawings. Selective demolition and environmental/hazardous material identification/testing will not be conducted. All assessment activities will be conducted from the ground, floor, and roof where permanent ladders are available.

...

§ 4.1.2.1.3 Site Evaluation and Planning: Basic services is defined as site topographic survey and geotechnical investigation.

PAGE 13

The Architect will contract with a subconsultant to furnish a topographic survey to describe physical characteristics and utility locations for the site of the Project. The extents of the survey will include the northwest and south side of the existing building, to include the area surrounding the proposed addition, parking lot and drop off lane. The survey shall include, as applicable, grades and lines of streets and pavements; rights-of-way, restrictions, easements, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines. All the information on the survey will be referenced to a Project benchmark.

...

The Architect will contract with a subconsultant to furnish services of geotechnical engineers, which may include soil borings, determinations of soil bearing values and subsurface preparation for foundations, slab on grade and paving, with written reports and appropriate recommendations.

...

§ 4.1.2.1.4 Building Information Model Management Responsibilities: Basic Services is defined as utilization of a Building Information Model to deliver Construction Documents for the Project. The Building Information Model will not be utilized for the purpose of fabrication, estimating or scheduling. The model will be available as a resource to the Owner for information only. The model's level of development is up to the discretion of the design team to convey design intent and show massing of major architectural and engineering components of the building.

...

§ 4.1.2.1.5 Civil Engineering: Basic Services is defined as miscellaneous grading for building addition footprint, ADA study of existing parking and pedestrian paths to building library entrances, update parking layout to provide ADA parking adjacent to main entry, including pedestrian path ramps, and restriped parking layout. Traffic analysis, design of improvements outside the property line, and engineering of utility services are not included. It is assumed, plumbing, sewer, and electrical base building systems, fixtures, and equipment are adequate to accommodate loads for the use/occupancy of the tenant improvement.

§ 4.1.2.1.6 Architectural Interior Design: Basic Services is defined as interior space definition, material and color selection. Furniture selection is not included.

...

§ 4.1.2.1.7 Value Analysis is a systematic review of costs associated with different products, components, or systems when designing the project. If value engineering / project scope modifications are required, Architect reserves the right to discuss equitable compensation for the cost of any required re-design. Additional Compensation shall be in the form of a change order to the Agreement and will be executed in the following month after the value engineering / project scope modification is accepted by the Owner.

...

§ 4.1.2.1.8 As-Designed Record Drawings: Basic Services is defined as preparation of Construction Documents modified to include the original Construction Documents plus all addenda, Architect's Supplemental Instructions (ASI's), Change Orders, Construction Change Directives, and minor changes in the work.

...

§ 4.1.2.1.9 Telecommunications/Data Design: Detailed Telecommunications/Data Design shall be by others. Architect's basic services include the design of required infrastructure (power, pathways) as required.

...

§ 4.1.2.1.10 Commissioning: See Exhibit D - LEO A DALY Commissioning Proposal

§ 4.1.2.1.11 Furniture, Furnishings, and Equipment Design:

Design Phase: Architect to prepare a detailed furniture package layout for public and workspace areas. Architect to prepare a furniture specification package for use in a Request for Proposal (RFP) to obtain furniture pricing (bids) between FF&E vendors. Specification package to include furniture plans, description of product, and finish selection for new furniture including: library shelves, soft seating, study tables, circulation desk, meeting room tables and chairs, computer lab tables and chairs, maker space furnishings, and staff workstations.

Bidding Phase: Architect to answer requests for information from FF&E vendors and issue addendums based on questions/issues raised by vendors. Architect shall participate in the process of reviewing RFP's and awarding furniture package.

Construction Phase: Architect to assist in coordinating mock-up design. Architect to assist in the coordination of furniture delivery and installation between vendor and Contractor. Architect to review shop drawing submittals and answer requests for information (RFI's) from the Contractor. Architect to provide punchlist of furniture items and verification of placement.

PAGE 14

§ 4.1.2.1.12 Interior and Exterior Signage and Wayfinding: Basic Services is defined as provide signage as required to meet code, including room identification, accessibility directions, exits, fire protection equipment, occupant load, and building address. Design of facility name wall/monument and donor signage is not included.

...

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

...

Building security design, including location and specification of interior and exterior cameras, to be provided by Owner's Consultant, if desired and/or required operation.

...

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2. Not Used.

...

.11 Assistance to the Initial Decision Maker, if other than the Architect-

...

.12 Further phase or accelerate Architect's services;

...

13. Redesign or revise drawings and other documents after any Schematic Design Phase submittal which is not caused by Architect's negligence;

...

14. An increase in the Cost of the Work by more than 10% of the original estimate of the Cost of the Work.

...

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. ~~The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~

PAGE 15

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract ~~Documents~~ Documents, are repetitive, or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

...

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the ~~Owner~~ Owner as required by Section 4.2.1:

...

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

.2 One (1) times per month on average, site observation visits to the site by the Architect during construction

...

- 3 ~~(-) inspections~~ One (1) site observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- 4 ~~(-) inspections for any portion~~ One (1) site observations for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the ~~Architect, Architect and not otherwise agreed upon by Architect and Owner,~~ extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. ~~Not Used.~~

...

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. ~~Not Used.~~

...

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. ~~Not Used.~~

PAGE 16

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary ~~estimate of probable cost~~ of the Cost of the Work and updated ~~estimates~~ opinions of probable cost of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any ~~estimate~~ opinion of probable cost of the Cost of the ~~Work, or evaluation, Work~~ prepared or agreed to by the ~~Architect.~~ Architect and Owner shall release and hold Architect harmless from opinion of probable costs provided under this Agreement.

PAGE 17

§ 6.3 In preparing ~~estimates of the Cost of Work,~~ any opinion of probable cost the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust

the ~~estimated Cost of the Work~~ opinion of probable cost to meet the Owner's budget. The Architect's ~~estimate~~ opinion of probable cost of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

...

§ 6.5 If at any time the Architect's ~~estimate~~ opinion of probable cost of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect ~~shall~~ shall, as an Additional Service, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section ~~11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.~~ 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

PAGE 18

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work. The law~~ The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

...

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

...

(Check the appropriate box.)

...

Arbitration pursuant to Section 8.3 of this Agreement

...

Litigation in a court of competent jurisdiction

~~[] Other: (Specify)~~

...

§ 8.3 Arbitration Not Used

...

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

...

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

...

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

...

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

...

§ 8.3.4 Consolidation or Joinder

...

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

...

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration; provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

...

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

...

NA

...

NA

PAGE 21

(Insert amount)

...

Lump sum of Three Hundred Sixty-Six Thousand Eight Hundred Seventy-Five Dollars (\$366,875) plus reimbursable expenses up to One thousand Dollars (\$1,000.00).

...

.2 — Percentage Basis

...

This includes \$347,375 for basic design and construction administration services and \$19,500 for Furniture, Fixture and Equipment Design services.

...

(Insert percentage value)

...

(—) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

.3 — Other

...

(Describe the method of compensation)

...

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

...

The fees for Additional Services will be negotiated as a lump sum or on an hourly basis dependent on the specific scopes of work.

...

11.2.1 Commissioning: Lump sum of Twenty-Eight Thousand Two Hundred Dollars (\$28,200.00) plus reimbursable expenses not to exceed Three Hundred Dollars (\$300.00).

...

The fees for Additional Services will be negotiated as a lump sum or on an hourly basis dependent on the specific scopes of work.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

...

To be negotiated based on required scope and hourly rates provided in "Exhibit C".

PAGE 22

<u>Programming</u>	<u>Five</u>	<u>percent (</u>	<u>5</u>	<u>)</u>
<u>Schematic Design Phase</u>	<u>Fifteen</u>	<u>percent (</u>	<u>15</u>	<u>)</u>
<u>Design Development Phase</u>	<u>Twenty-five</u>	<u>percent (</u>	<u>25</u>	<u>)</u>
<u>Construction Documents</u>	<u>Thirty</u>	<u>percent (</u>	<u>30</u>	<u>)</u>
<u>Phase</u>				
<u>Bidding Phase</u>	<u>Five</u>	<u>percent (</u>	<u>5</u>	<u>)</u>
<u>Construction Phase</u>	<u>Twenty</u>	<u>percent (</u>	<u>20</u>	<u>)</u>
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>)</u>
Schematic Design Phase		percent ()
Design Development Phase		percent ()
Construction Documents		percent ()
Phase				
Procurement Phase		percent ()
Construction Phase		percent ()
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>)</u>

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work. **Not Used**

...

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. **Not Used**

...

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

...

See Attached Exhibit C –LEO A DALY Hourly Rates Schedule

...

Employee or Category	Rate (\$0.00)
----------------------	---------------

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. ~~10 % of the expenses incurred not to exceed the amount set out in Section 11.1.1.~~

...

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

...

None

...

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~(\$)~~ shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

PAGE 23

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services

performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

(Insert rate of monthly or annual interest agreed upon.)

...

12 % per annum

...

~~*(Include other terms*~~

...

~~and conditions applicable to this Agreement.)~~ 12.1 Limit of Liability. It is agreed that the Owner's maximum recovery against Architect for any damages, claims, costs, or expenses arising under the Agreement, whether in contract, tort or otherwise, is \$2,000,000. It is expressly agreed that Owner's sole and exclusive remedy against Architect under the Agreement, whether based in contract, tort or otherwise, is the award of damages, costs or expenses not to exceed the stipulated figure of \$2,000,000.

12.2 Remodeling. Inasmuch as the remodeling and/or rehabilitation of an existing building or structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending great sums of additional money, or destroying otherwise adequate or serviceable portions of the building or structure, the Owner agrees that, except for negligence on the part of the Architect, Owner will release, hold harmless, and indemnify the Architect for and against any and all claims, damages, and costs of defense arising out of such professional services involving those assumptions.

...

12.3 Maintenance. The Owner agrees to release and hold the Architect harmless of any and all liability should the Owner fail to adhere to any published maintenance schedule for any material or product that is a part of the Project. However, Architect agrees to inform Owner in a timely manner of any and all maintenance schedules for any material or product that are known by the Architect.

...

.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

...

Not

...

Used

...

(Insert the date of the E203-2013 incorporated into this agreement.)

...

(Check the appropriate box for any exhibits incorporated into this Agreement.)

PAGE 24

Exhibit A – Summary included in the Conceptual Design Narrative dated August 20, 2021

...

~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

...

Exhibit B - City of Bellevue Public Library Conceptual Design Study dated August 20, 2021 Option 1 drawings

...

(Insert the date of the E204-2017 incorporated into this agreement.)

...

Exhibit C – LEO A DALY Hourly Rates Schedule

...

~~Other Exhibits incorporated into this Agreement:~~

...

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

...

Exhibit D – LEO A DALY Commissioning Proposal

...

None

...

City of Bellevue:

LEO A DALY Company:

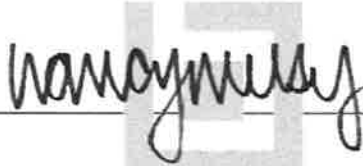
...

Rusty Hike Mayor

Nancy Melby Vice President, Director of Operations

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:23:39 ET on 09/02/2022 under Order No. 6009857342 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Nancy Melby
2022.09.02 12:39:24-05'00'

Vice President, Director of Operations

(Title)

9/2/2022

(Dated)

August 31st, 2022

Administration

Meeting with John Hassett regarding developments for the track and casino project.

Attended BCF outing.

Agenda meeting pre-council.

Waste Water agency meeting.

Meeting with Habitat for Humanity regarding September event in downtown Bellevue.

NC3 weekly meeting to review development agreement.

Hwy 34 discussion for NC3 project.

Met with Tom Zuk, Holland and Basham to review potential project engagement for new development.

Met with Councilwoman Welch to discuss progress with the museum in her role as our liaison. Discussions were centered on eliminating miscommunication of the city and museums interests, lease agreements, the Wimmer collection, council members and Mayors trip to the Wimmer site to view the potential opportunity and the discussions with a Bellevue developer for a new site to house the museum.

Quarterly review of cities insurance claims and projected outcome for year.

Meeting with potential developer for an entertainment district venue.

Legal review of NC3 lease agreement.

Meeting with Public Works to review financials for South Sarpy Sewer.

Meeting with Public Works to discuss AHP masterplan.

Special budget hearing for 2022-2023 budget.

Met with developer for Museum project.

Meeting with Public works and MUD to review water project on Hwy 34.

Meeting with H&LA advisor to discuss entertainment district project financials.

Branding meeting with Heartland Marketing.

Met with Lockwood development for future site developments.

Meeting with Police Chief and Fire Chief regarding CIP items.

Attended Dave Stukenholtz retirement party.

Meeting with Olde Towne developer for Groundbreaking

Groundbreaking ceremony in the Frontier District.

Public Works meeting for South waterline project.

Attended Fire Department Awards ceremony.

Meeting to discuss special budget hearings.

Met with the Food Pantry team to determine a closing date of the sale of the Library building.

Met with Leo Daly to start review timelines for construction at new building.

Met with developer for a future expansion of an annex for the Library in West Bellevue in 2025.

Clerk

Codification Project Update – The 6th Supplement was sent to American Publishing for updates to City Codes. Waiting for final update material.

- Class “C” Automatic Liquor License Renewals Forms have been mailed out to retailers.
- Pet Shop & Grooming Shop Permit Applications have been mailed out to animal establishments. Current license expires September 30, 2022.
- Records review with Legal on new City Record Management Policy.

Community Development

Planning

Participated in a steering committee meeting on Affordable Housing Action Plan

Continued work on the city's master park plan process

Conducted a pre-ap with a multi-family developer, commercial developer, and industrial developer

Continued work on the NC3 project

Continued work with Bellevue University on Haworth Park updates

Permits and Inspections

Performed 675 Inspections

Issued 6 new permits for single family dwellings

Code Enforcement

Notices Issued -386

Red Tags -30

Clean ups - 13

Calls - 1,417

Towed Vehicles -4

Tree Removals - 1

Communications

Updates the website and social media on road closures and pool updates

Worked with Public Works on Aquatics survey and Affordable housing survey

A2A parade coverage

Answered dozens of media requests nationally and internationally on the World record pumpkin float. The story has exceeded 500,000 views on our FB page.

Public Works

Engineering

- a. American Broadband Fiber Project Establish Right of Way Permit Process and Fee Structure
- b. Monitoring Contracts for \$3.5 million in road overlay projects
- c. Working with Jacobson to identified Storm Water Drainage Systems improvements
- d. Working on Development Plan Reviews
- e. Working with Lamp Rynearson on Bellevue Parks Study
- f. Developing CIP and Annual Budget for Public Works

Facilities

- a. Completed Pool Closures
- b. Completing Work Schedules for Building Cleaning and Janitorial Services
- c. Managing all repairs and improvements to all City buildings and facilities
- d. Preparing to Close Splash Pads
- e. Preparing for new Columbarium at Cemetery

Fleet Services

- a. Maintaining Equipment for Parks, Streets, Wastewater and Facilities Maintenance
- b. Working to Address Employee Shortages
- c. Managing Public Works uniform Inventory

Parks

- a. Finishing Sumer Park Maintenance
- b. Reviewing New Fountain for AHP
- c. Participating in Lamp Rynearson System Wide Parks Study
- d. Managing Fall Recreations Programs

Streets

- a. City Wide Street Repair
- b. Working on Storm Water Drainage Issues in the City (Jacobson Engineering)
- c. Assisting with Evaluation of Where Fiber should be in the city
- d. Repair Stormwater System under Harvell Road

- e. Devising a plan to Hire and Retain Employees
- f. Rights of Way Mowing

Wastewater

- a. Finalizing details with Sarpy County Wastewater on System Development
- b. Training new Employees 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
- d. Finalizing growth areas with Sarpy County Wastewater Agency
- e. Establishing Two Separate Wastewater Districts due to the Connection Fees Associated with the South Sarpy Wastewater Agency Connection Fee Structure

Public Works

- a. Reviewing Federal Requirements to receive Grants for Infrastructure Projects (Continues)
- b. Working with HDR on the development of AHP & Haworth Park with Bellevue University (Continues)
- c. Working with Interested Parties in Design of Memorials in AHP 911 Memorial Area

Finance

(See Attached)

Police

- 8/02 – City Council meeting
 - National Night Out
- 8/08 – 8/12 FBI Law Enforcement Executive Development Seminar
- 8/15 – Meeting with Lt. Col. Maher (55th Security Forces)
- 8/16 – City Council
- 8/18 – Olde Towne groundbreaking
- 8/23 – BPD promotional exams

CITY OF BELLEVUE
ADMINISTRATION REPORT

Fire

(See Attached)

Current Fiscal Year 2021-2022 Financials

We expect the city to be favorable to the overall budget with higher revenues masking some of the overages in personnel spending. Here is the forecasted department performance against their operational expenditure budgets for this year:

	Full Year			
	9 + 3 +		Fct vs Bud - Fav / (Unf)	
	Forecast	Budget	Amount	%
Revenues				
Property Taxes	\$ 31,377,039	\$ 30,431,712	\$ 945,327	3.1%
Sales Taxes	16,276,077	15,497,100	778,977	5.0%
Occupation/Business Taxes	1,849,951	2,150,283	(300,333)	(14.0%)
State Aid/Payments	7,709,091	7,297,948	411,144	5.6%
Fees, Permits and Licenses	23,942,271	20,434,059	3,508,212	17.2%
Grants and Other Cost Sharing	8,589,881	10,687,535	(2,097,654)	(19.6%)
Other Revenues	1,514,169	1,488,993	25,176	1.7%
Other Bond & Lease Proceeds	16,787,156	14,348,310	2,438,846	17.0%
Transfers (Revenue)	1,297,000	1,297,000	-	-
Total Revenue	109,342,414	103,632,939	5,709,475	5.5%
Expenditures				
Salaries & Wages				
Base Pay	25,784,613	24,011,467	(1,773,146)	(7.4%)
Overtime	994,657	582,030	(412,627)	(70.9%)
Added Pay	1,114,565	1,076,080	(38,484)	(3.6%)
Non Recurring Pay	393,588	356,812	(36,777)	(10.3%)
Reimbursements	(263,621)	(395,000)	(131,379)	(33.3%)
Total Salaries & Wages	28,023,802	25,631,389	(2,392,412)	(9.3%)
Fringe Benefits				
Employer Payroll Taxes	2,058,305	1,942,715	(115,591)	(5.9%)
Pension and Retirement	3,129,803	2,768,939	(360,864)	(13.0%)
Health and Benefit Insurance	4,877,744	5,391,030	713,286	13.2%
Total Fringe Benefits	9,865,853	10,102,684	236,832	2.3%
Total Personnel	37,889,654	35,734,073	(2,155,581)	(6.0%)
Department Expenditures				
Total Operational	62,142,240	60,925,636	(1,216,604)	(2.0%)
Capital Expenditures	25,380,011	31,512,431	6,152,420	19.5%
Other Expenditures				
Capital Leases	318,295	318,294	(1)	(0.0%)
All Other	16,728,825	13,579,579	(3,149,247)	(23.2%)
Total Other Expenditures	17,047,120	13,897,872	(3,149,248)	(22.7%)
Transfers (Expenditures)	1,297,000	1,297,000	-	-
Total Expenditures	105,848,372	107,632,939	1,786,568	1.7%
Net Revenues / (Expenditures)	\$ 3,496,043	\$ (4,000,000)	\$ 7,496,043	187.4%

Expenditure % by Category (Full Year Forecast)

Salaries & Wages	26.5%
Fringe Benefits	9.3%
Total Personnel	35.8%
Department Expenditures	22.9%
Total Operational	58.7%
Capital Expenditures	24.0%
Other Expenditures	16.1%
Transfers (Expenditures)	1.2%
Total Expenditures	100.0%

Finance Status Report (Continued)

Debt

Better than planned (lower outstanding debt). Manageable.

Fiscal Year 2022-2023 Budget Summary

**City of Bellevue
2022-23 Annual Budget
Fund Balance Cash Roll-Forward by Fund**

	Total	Fund						
		F10 General	F20 Wastewater	F50 Community Betterment	F55 Economic Development	F60 Community Development	F80 & F81 Police Funds	F95 Debt Service
Forecasted Fund Balance (Cash) at 09-30-22	\$ 46,076,996.37	\$31,878,427	\$ 6,007,306	\$ 3,555,972	\$ 595,939	\$ 196,164	\$ 118,706	\$ 3,724,482
Budgeted Revenues	\$ 106,488,361.04	79,158,355	16,765,873	1,181,790	750,120	1,046,617	53,000	7,532,606
Budgeted Expenditures	\$ 109,488,361.04	82,158,355	16,765,873	1,181,790	750,120	1,046,617	53,000	7,532,606
Budgeted Net increase / (decrease)	\$ (3,000,000.00)	(3,000,000)	-	-	-	-	-	-
Budgeted Fund Balance (Cash) at 09-30-23	\$ 43,076,996.37	\$28,878,427	\$ 6,007,306	\$ 3,555,972	\$ 595,939	\$ 196,164	\$ 118,706	\$ 3,724,482

* Total Spending Rises 1.7% to \$109 Million, \$2 Million Over Prior Year Budget
Total Operational Expenditures Are Up \$8 Million
This Is Partly Offset by \$6 million of Lower Bond Refundings and Capital Spending

* No Increase in Tax Levy Rate - Remains at 61¢ Per \$100 of Valuation
Property Owners Results Will Vary As Valuations May Increase or Decrease

* Bellevue's Valuations Increased 8.5%

* Total General Fund Spending Budgeted Of \$82 Million, An Increase of \$3 Million

Operational Expenditures:

General Fund Increase 15% To \$58 Million

-Police Spending Increases \$5 Million (30%) To \$20 Million, Funds 111 Sworn Positions

-Fire Increases \$2 Million (22%) To \$12 Million, Funding The Full-Time Fire Department

-No Increase in Public Works Operational Expenditures, Remains At \$13 Million



City of Bellevue Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 8/30/2022

A. General Items:

- QA/QI
- Awards ceremony completed on 8/23/2022
- Received new training equipment, currently setting up EMS training room at D4
- Attended a meeting at Lincoln Fire discussing ways to improve cardiac arrest procedures
- Attended a tabletop exercise with local agencies for planning for EMS surges due to military casualties
- Chest pain committee meeting with BMC
- Met with ALS probationary paramedic Wilkinson to discuss progress; scheduled test out for middle September

B. Training:

- Training on new IGel airway management device.
- Mass causality GSW scenario training.
- Review of cardiac monitor functions.
- Rural water supply training.

C. Inspections:

- Complaint inspection 1745 Scarborough Dr.
- Meeting with Mable Rose 4609 Hilltop St. meeting was about egress out of the building.
- Fire alarm acceptance test Lockheed 4502 Maass Rd.
- Fire alarm plan review ST. Matthew Church 12330 S. 36th St.
- Review revised plans for Wal-Mart 10504 S 15th St.
- Pre School inspection Aldersgate 3617 Green Ave.
- Follow up inspection Cornhusker Quick Stop 10209 S. 25th St.
- Under ground tank inspection Pump & Pantry 3605 Summit Plaza Dr.
- Liquor license inspection Casey's 3003 Samson Way.
- Plan review storage units 1116 Grenoble Dr.
- Plan review (revisions) Redwood living 25th and Cornhusker.
- Cell tower plan review 3530 Chandler Rd. West.
- Cell tower plan review 12603 S. 29th Ave.



City of Bellevue Fire Department

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D. Calls: July 25th through August 29th 2022

Fire – 149
Rescue - 540

E. Ambulance Billing

July 1-31, 2022

\$ 258,905.53 has been billed out to insurance companies (327 insurance claims)
<\$116,507.49> approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$258,905.53)

=====

\$ 142,398.04 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 101,349.08 deposited into the bank July 1-31, 2022

8,145.69 additional revenue in Credit/Debit card payments were received July 1-31, 2022.

\$ 109,494.77 TOTAL July 1-31, 2022 rescue fee revenue

Statement Billing:

355 statements were mailed to patients for unpaid account balances

These statements totaled \$ 203,067.29

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 7/25/2022 through 7/31/2022

Monday	AM	T31	3 person	
Monday	PM	E1, T21 & T31	3 person	
Tuesday	AM	E1, T31 & E41	3 person	
Tuesday	PM	E1 & T21	3 person	
Wednesday	AM	E1, T21, T31 & E41	3 person	No Batt. 2
Wednesday	PM	Full		
Thursday	AM	E41	3 person	
Thursday	PM	T21	3 person	
Friday	AM	E41	3 person	No Batt. 2, No EMS
Friday	PM	T21, T31 & E41	3 person	No Batt. 2, No EMS
Saturday	AM	E1, T21, T31 & E41	3 person	No Batt. 2, No EMS
Saturday	PM	E1, T21, T31 & E41	3 person	No Batt. 2, No EMS
Sunday	AM	T21 & E41	3 person	
Sunday	PM	T21, T31 & E41	3 person	

Staffing Report from 8/1/2022 through 8/7/2022

Monday	AM	E1, T21, T31 & E41	3 person	No Batt. 2, No EMS
Monday	PM	E1, T21, T31	3 person	
Tuesday	AM	T21, T31	3 person	
Tuesday	PM	E1, T31 & E41	3 person	No Batt. 2
Wednesday	AM	T21, T31	3 person	No Batt. 2
Wednesday	PM	T21	3 person	
Thursday	AM	Full		
Thursday	PM	T21	3 person	
Friday	AM	T21, T31	3 person	No Batt. 2
Friday	PM	E1, T31	3 person	No Batt. 2
Saturday	AM	E1, T21, T31	3 person	No Batt. 2
Saturday	PM	E1, T21, T31	3 person	No Batt. 2
Sunday	AM	E1, T21, T31 & E41	3 person	No Batt. 2, No EMS
Sunday	PM	E1, T31	3 person	No Batt. 2



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Staffing Report from 8/8/2022 through 8/14/2022

Monday	AM	E1, T21	3 person	
Monday	PM	E1, T21	3 person	
Tuesday	AM	E1	3 person	No Batt. 2
Tuesday	PM	E1	3 person	
Wednesday	AM	E1, T21, T31 & E41	3 person	
Wednesday	PM	T21	3 person	
Thursday	AM	T21, T31 & E41	3 person	
Thursday	PM	E1, T21, T31 & E41	3 person	
Friday	AM	T21	3 person	
Friday	PM	T21	3 person	
Saturday	AM	E1, T21, T31 & E41	3 person	No Batt. 2, No EMS
Saturday	PM	E1, T21, T31	3 person	
Sunday	AM	T21, T31	3 person	No Batt. 2
Sunday	PM	T21, T31	3 person	No Batt. 2

Staffing Report from 8/15/2022 through 8/21/2022

Monday	AM	E1, T21 & E41	3 person	No Batt. 2
Monday	PM	E1, T21 & E41	3 person	No Batt. 2
Tuesday	AM	Full		
Tuesday	PM	T31	3 person	
Wednesday	AM	E1, T21, T31 & E41	3 person	No Batt. 2
Wednesday	PM	E1, T21 & E41	3 person	No Batt. 2
Thursday	AM	T21	3 person	
Thursday	PM	T21, T31	3 person	
Friday	AM	E1, T21, T31 & E41	3 person	
Friday	PM	E1, T21, T31 & E41	3 person	No Batt. 2
Saturday	AM	E1, T21, T31 & E41	3 person	No Batt. 2
Saturday	PM	E1, T21, T31 & E41	3 person	No Batt. 2
Sunday	AM	E1, T21, T31 & E41	3 person	No Batt. 2
Sunday	PM	E1, T21, T31 & E41	3 person	No Batt. 2

Staffing Report from 8/22/2022 through 8/28/2022





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Monday	AM	T31	3 person	
Monday	PM	E1, T31	3 person	
Tuesday	AM	T31	3 person	
Tuesday	PM	T21, T31	3 person	
Wednesday	AM	E1, T31	3 person	
Wednesday	PM	T31	3 person	
Thursday	AM	T21, T31 & E41	3 person	
Thursday	PM	T21 & E41	3 person	
Friday	AM	E1, T31 & E41	3 person	No Batt. 2, No EMS
Friday	PM	E1, T21, T31 & E41	3 person	
Saturday	AM	E1, T21 & E41	3 person	
Saturday	PM	E1, T21, T31 & E41	3 person	
Sunday	AM	E1, T21 & E41	3 person	No Batt. 2
Sunday	PM	E1, T21 & E41	3 person	No Batt. 2