

## Bellevue City Council Meeting

Tuesday, May 5, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. Pursuant to the Governor's Executive Order No. 20-003 and due to concerns related to the Coronavirus and for the safety of the City Council, City Employees and the General Public, tonight's meeting (05/05/2020) of the Mayor and the Bellevue City Council will be closed to physical attendance by the public. The Mayor and Bellevue City Council will also be participating virtually from their home or office in order to limit the amount of people physically attending the meeting to less than 10 due to the current guidelines by the Governor and local Health Departments.

There are three ways the public can participate in the meeting.

1) Watch it live via Facebook Live on the City of Bellevue's Facebook Page which is located at [www.facebook.com/bellevuene](http://www.facebook.com/bellevuene). Questions will also be able to be submitted in writing via this format in the comment's section!

2) Submit your question or concern via email to [info.bellevue.net](mailto:info.bellevue.net) and it will be asked and submitted into the record (if related to an agenda item for public hearing).

3) Please call the Community Relations Department at 402-515-6259 anytime during the meeting to receive a phone number and access code to join the meeting via [gotomeeting.com](http://gotomeeting.com).

The meeting will not be televised live but will be played back on the City of Bellevue's YouTube Channel within a few days of the meeting. The City of Bellevue thanks you for your cooperation during these unprecedented times as we conduct this public meeting in the safest way possible for all those involved!

2. PLEDGE OF ALLEGIANCE / INVOCATION

3. CALL TO ORDER AND ROLL CALL

4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers

5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:

a. Approval of the Agenda

b. Approval of the Consent Agenda (**Items marked with an (\*) are approved where this item is, unless otherwise removed**)

1. \* Approval of April 21, 2020 City Council Minutes

2. \* Acknowledge receipt of the April 23, 2020 Planning Commission Minutes

3. \* Approval and ratification of Memorandum of Understanding (MOU) between the City of Bellevue and the Civilian Employee's Association of Bellevue (CEAB) for a change to comp time limits and authorize the Mayor to execute (Human Resources Director)

4. \* Acknowledgement of receipt of the Sarpy County Economic Development Corporation - 1st Quarter Update Report

6. \* APPROVAL OF CLAIMS

7. SPECIAL PRESENTATIONS:

a. Proclamation declaring May 16, 2020 as "Kids to Parks Day"

b. Proclamation declaring the week of May 17th - 23rd, 2020 as "National Public Works Week"

8. ORGANIZATIONAL MATTERS: None Received

9. APPROVED CITIZEN COMMUNICATION: None Received

10. LIQUOR LICENSES:

a. Recommendation to approve a Special Designated Liquor License for St. Bernadette Catholic Church on Sunday, July 12, 2020, from 12:00 p.m. to 9:00 p.m. for their Church Festival, at St. Bernadette's Catholic Church, 7600 South 42nd Street, Bellevue (City Clerk)

11. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 3993 (Annexation #1): Request to annex Lots 1 through 3, Ramsey's Addition; Lots 1 and 2, Sedlak Addition; Lots 1 and 2, Sparling Gardens; Lots 1 through 4, Thomsen's Subdivision; Lots 1 and 2, Thomsen's Subdivision II; Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.; Tax Lot 11A; Tax Lot 12A; Tax Lots 12B1 and 5B2; Tax Lot 12B2B; Tax Lot 12B2C; Tax Lot 18A; Tax Lot 18B; and Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue. (Planning Manager)

b. Ordinance No. 3994 (Annexation #2): Request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher's Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher's Subdivision; and Lots 6 through 10, Block 3, Zurcher's Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue. (Planning Manager)

c. Ordinance No. 3966: Request to annex Sanitary and Improvement District #67, Normandy Hills. Applicant: City of Bellevue [Request to table] (Planning Manager)

d. Ordinance No. 3970: Request to annex Sanitary and Improvement District #242, Cedar View. Applicant: City of Bellevue [Request to table] (Planning Manager)

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

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 3995: Request to rezone Tax Lots 2A and 2B, located in the Northwest ¼ of Section 21, T14N, R13E, from RS-72 to RE, for the purpose of facilitating the construction of a 50' x 60' barn structure. Applicant: John and Alyssa Buettner. General Location: 8405 South 36<sup>th</sup> Street. Case #: Z-2003-04. (Planning Manager)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: None

15. RESOLUTIONS:

a. Resolution No. 2020-20: Approve and authorize the Mayor to sign resolution amending the Master Fee Schedule to include application fees for the deployment of small wireless facilities (Legal)

16. CURRENT BUSINESS:

a. \* Approve and authorize the Mayor to sign the low bid of \$182,834.00 plus a 10% contingency totaling \$201,117.00 with Heimes Corp., for the Avery Sewer Project (Public Works Director)

b. \* Approve and authorize the Mayor to sign Amendment 1 to the Agreement for WasteWater Service with the City of Omaha that was entered into on November 9, 2015 (Public Works Director)

c. \* Approve and authorize the Mayor to sign the low bid of \$138,496.00 plus a 10% contingency totaling \$152,346.00 with Midwest DCM, for CDBG Pavement Improvements - 17th Street Project (Public Works Director)

17. ADMINISTRATION REPORTS:

a. Update on COVID 19

18. CLOSED SESSION: None

19. ADJOURNMENT

# MINUTE RECORD

5/5/2020  
\*5b1.

Bellevue City Council Meeting, April 21, 2020, 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 21<sup>st</sup> day of April, 2020, at 6:00 p.m.

Pursuant to the Governor's Executive Order 20-003, on Tuesday, April 21, 2020 at 6:00 p.m. the Bellevue City Council meeting was held via video conference in the Bellevue City Council Chambers. No members of the City Council attended in person. Upon roll call, for video conference were City Council Members Bob Stinson, Paul Cook, Pat Shannon, Thomas Burns, Don Preister, and Kathy Welch.

Pursuant to the Governor's Executive Order 20-003, said meeting was held via videoconference, telephone conference, or by conferencing by other electronic means. As such, said meeting was held by a virtual meeting and the public joined using Facebook live via the City of Bellevue's Facebook page or by connecting to the GoToMeeting.

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

## **OPEN MEETINGS ACT**

Mayor Hike announced a copy of the Open Meetings Act is posted in the entry to the City Council Chambers and can also be found online under Nebraska Revised Statutes 84-1407 through 84-1414 as well as the Governor's Executive Order 20-003.

## **APPROVAL OF THE AGENDA**

**Motion** was made by Shannon, seconded by Preister, to approve the agenda.

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

## **APPROVAL OF THE CONSENT AGENDA:**

**Motion** made by Stinson, seconded by Preister, to approve the consent agenda which included the following: Acknowledge receipt of March 26, 2020 Planning Commission Minutes; Approval of April 7, 2020 City Council Minutes; Approve and ratify Memorandum of Understanding (MOU) between the City of Bellevue and the Bellevue Professional Management Association (BPMA) for a job classification restructure and removal from union and authorize the Mayor to execute; Approval of Claims; Recommend approval of the Agreement between the City of Bellevue and the Bellevue Chamber of Commerce outlining the funds already approved by the City Council for rebranding and marketing; Approve the Mayor to sign the 2020 Kawasaki User Relations Loan Agreement Form for two Side-by-Side Utility Vehicles to be used by the Police and Fire Department; and Approve the Mutual Aid Agreement between the United Cities of Sarpy and the City of Bellevue for the Mayor to sign.

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

## **SPECIAL PRESENTATIONS:**

**Proclamation declaring April 22, 2020 as "Earth Day" (Councilman Preister)**

Mayor Hike read a proclamation declaring April 22, 2020 as Earth Day. Bellevue West students Jack Mettin, Leah Larson, and Brady Braumbaugh, along with Joslyn Stamp of Fairview Elementary spoke and thanked the City of Bellevue for supporting Earth Day.

**ORGANIZATIONAL MATTERS:** None

**APPROVED CITIZEN COMMUNICATION:** None

**LIQUOR LICENSES:** None

## **ORDINANCES FOR ADOPTION (Third Reading)**

**Ordinance No. 3990: Request to amend Section 5.26, City of Bellevue Zoning Ordinance, regarding indoor and outdoor recreational facilities as a permitted use in the FX zoning district. Applicant: City of Bellevue (Planning Manager).**

Ordinance No. 3990, an Ordinance to amend Section 5.26, Ordinance No. 3619, Bellevue Zoning Ordinance, relating to indoor and outdoor recreational facilities as a permitted use in the FX Flex Space Zoning District; to repeal such sections as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form, was read by title only for the third and final time.

Motion was made by Shannon, seconded by Preister, to approve and adopt Ordinance No. 3990. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, April 21, 2020, Page 2

**Ordinance No. 3991: Request to amend Sections 5.24 and 8.03, City of Bellevue Zoning Ordinance, to allow for the parking of semi-trailers, tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length, as a conditional use permit in the BGH Zoning District. Applicant: City of Bellevue (Planning Manager)**

Ordinance No. 3991, an Ordinance to amend Sections 5.24 and 8.03, Ordinance No. 3619, Bellevue Zoning Ordinance, relating to parking of oversized vehicles in the BGH Heavy General Business Zoning District as a conditional use, and Article 8 Supplemental Regulations, relating to parking of oversized vehicles; to repeal such sections as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form, was read by title only for third and final time.

Motion was made by Shannon, seconded by Cook, to approve and adopt Ordinance No. 3990. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**ORDINANCES FOR PUBLIC HEARING: (Second Reading):**

**Ordinance No. 3993 (Annexation #1): Request to annex Lots 1 through 3, Ramsey's Addition; Lots 1 and 2, Sedlak Addition; Lots 1 and 2, Sparling Gardens; Lots 1 through 4, Thomsen's Subdivision; Lots 1 and 2, Thomsen's Subdivision II; Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.; Tax Lot 11A; Tax Lot 12A; Tax Lots 12B1 and 5B2; Tax Lot 12B2B; Tax Lot 12B2C; Tax Lot 18A; Tax Lot 18B; and Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue. (Planning Manager)**

An Ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots and real estate lying within the described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date was read by title only for the second time and a public hearing was held.

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

No one spoke in support of or in opposition to the proposed ordinance. Mayor Hike declared the public hearing closed.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on May 5<sup>th</sup>.

**Ordinance No. 3994 (Annexation #2): Request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher's Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher's Subdivision; and Lots 6 through 10, Block 3, Zurcher's Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue. (Planning Manager)**

An Ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the second time and a public hearing was held.

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

No one spoke in support of or in opposition to the proposed ordinance. Mayor Hike declared the public hearing closed.

Councilman Preister advised information on the process of annexations should be outlined. Mayor Hike advised additional information will be provided to the Council Members.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on May 5<sup>th</sup>.

**ORDINANCES FOR INTRODUCTION: (First Reading): None**

**PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:  
Request for a Conditional Use Permit for Lot 1, Ashford Hollow North, located in the Northwest ¼ of Section 32, and the Southwest ¼ of Section 29, all in T14N, R13E of the 6th P.M., Sarpy County, Nebraska for the purpose of a self-storage facility. Applicant: Stephens & Smith Construction Co. General Location: 11203 South 48th St. Case #: CUP-1812-04. (Planning Manager)**

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

# MINUTE RECORD

Bellevue City Council Meeting, April 21, 2020, Page 3

Mr. Lance Jordan, on behalf of Stephens & Smith Construction Company, spoke in regards to the request for the conditional use permit. The proposed development is for nine storage buildings. He addressed the concerns the neighbors expressed at the Planning Commission meeting last month. The first concern was regarding lighting spillage into the neighboring yards. There will be a 3-watt LED fixture at the end of each building, which is equivalent to a 150-watt incandescent light. No exterior fixture exceeds 3,000 lumens. None will bleed past the property line into the neighboring yards. Another concern was with the tree removal and piles of the trees, along with the disposal of the trees. When the purchase agreement of the property was made, there was agreement the property should be ready for development. The previous owner of the property obtained a burn permit for the trees and stumps. The last concern was about the trash on the northwest corner of the property next to 48<sup>th</sup> Street. With the land undeveloped, it appears people dispose of their trash in this area. Cleanup for this area began two weeks ago. Due to the snow last week, the cleanup has been delayed until this Friday.

Via Facebook Mr. Bruce Yoder thanked the developer for addressing the neighborhoods concerns regarding the lighting.

No one else spoke in support of or in opposition to the proposed ordinance. Mayor Hike declared the public hearing closed.

Councilman Cook inquired if all the storage is interior and nothing will be stored on the outside. Mr. Jordan replied that is correct, they are all enclosed buildings.

Councilman Cook questioned if this property is in the floodplain and how will this be addressed. Mr. Jordan explained the property has approximately eight acres. Approximately four acres is buildable. The additional four acres on the east side of the property are not buildable.

Councilman Cook requested clarification on the buffer created for the development. Mr. Jordan explained there will be a 40-foot property line buffer. There is also a landscaping buffer. There will be a berm which runs on the south side of the property and the west side along 48<sup>th</sup> Street. A landscaping plan was submitted which included trees with various heights. The development will be surrounded by a 6-foot high privacy fence.

Mrs. Tammi Palm, Planning Manager, explained the landscaping will be outside of the privacy fence. The plantings and shrubbery will be in direct view of the neighbors.

Councilman Shannon advised a motion should be on the floor to have discussion property.

**Motion** made by Shannon, seconded by Preister to disapprove the request for a Conditional Use Permit for Lot 1, Ashford Hollow North, located in the Northwest ¼ of Section 32, and the Southwest ¼ of Section 29, all in T14N, R13E of the 6th P.M., Sarpy County, Nebraska for the purpose of a self-storage facility. Applicant: Stephens & Smith Construction Co. General Location: 11203 South 48th St. Case #: CUP-1812-04.

Ms. Bree Robbins suggested to avoid working in the negative, the vote should be made in the positive and to approve the Conditional Use Permit.

Councilman Shannon stated even if he makes the motion to approve, he will be voting no.

**Motion** made by Shannon, seconded by Preister to change his motion to approve the request for a Conditional Use Permit.

Councilman Cook commented he would like to continue the item on May 5<sup>th</sup> to have issues and concerns addressed.

Councilman Stinson stated he has a concern with the closeness of the three properties closest to 48<sup>th</sup> Street. It appears these facilities go right up to the neighbor's property lines. He questioned what the buffer from the neighbor's fence line will be. Mrs. Palm advised there is a minimum of a 40-foot buffer yard of trees and plantings which are required. The nearest building is 25 feet beyond this requirement on the south side of the residential district. He stated he is not in support of the developments.

Mayor Hike questioned how this area fits into the future planning of the City. Mrs. Palm advised this area is currently zoned Flex (FX). This allows permitted uses such as heavier commercial light industrial uses. She provided a brief history of the property. She explained when the developer first came in for Ashford Hollow North, the zoning for this property was approved at the same time of the zoning of the subdivision. When the developer requested the FX zoning, there was a zoning agreement. Typically, storage units would be a permitted use in the FX zoning. When the zoning agreement was approved in 2014 it stated some of the traditional permitted uses would only be allowed as a conditional use. Storage units were one of the uses transferred to a conditional use requirement. The Comp Plan does reflect the Flex zoning as previously approved by City Council.

Mayor Hike commented the vision for the Papio Trail Corridor aligns up with what Papillion has done. This would be to allow a recreational corridor to run along the Papio Creek connection area. This development could block the long-range vision.

# MINUTE RECORD

Bellevue City Council Meeting, April 21, 2020, Page 4

Mrs. Palm stated as she recalls the previous Comp Plan indicated this area as agricultural ground or open space. The Comp Plan was amended several years ago. One of the updates changed this area based on the zoning previously approved by the City Council in 2014.

Councilman Preister commented it is a good project, just in the wrong location. He is not in support of the development.

Mrs. Palm pointed out this project was delayed a year because the applicant did go through preliminary approval with the US Army Corps of Engineers and the Papio-Missouri NRD.

Mayor Hike reminded the public he has closed the Public Hearing portion of the meeting.

Councilwoman Welch stated there is not enough information available. She would like to continue this item.

**Motion** made by Welch, seconded by Cook, to table this item until May 5<sup>th</sup>.

Mrs. Palm recommended if the City Council does vote to continue the item, they should be specific in the items they would like the developer to address. She suggested one of the items could be for the developer to provide elevations of the structures, as those have not been provided at this time.

Mayor Hike questioned the Council Members if there is anything they would specifically like to see. Councilman Preister commented he feels there will be no new information provided and feels there is no point delaying the vote.

Councilman Cook questioned under the current zoning if a gas station is an allowed use. He requested examples of permitted use. Mrs. Palm replied yes to a gas station being a permitted use. She stated the FX zoning allows permitted uses such as: a convenience store, warehouse or wholesale stores, retail facilities such as health clubs, exercise/fitness facility, dry cleaning facility, locksmith, call center, and printing and publishing business. The zoning agreement states some conditional uses allowed are: fertilizer transmission lines, car wash, facility for building construction, railroad through and spur tracks, kennels, recycling facility, manufacturing plant, manufacturing of light sheet metal, highway maintenance yard or buildings. Councilman Cook questioned if any of the buildings could be two stories. Mrs. Palm replied yes. She advised the Flex zoning district there is no restriction on height except as limited by gross floor area ratio. There is enough property, which would allow the building to be very tall. Councilman Cook questioned if a warehouse could be built to be up to three stories tall. Mrs. Palm replied correct, this would be allowed as a permitted use.

Councilwoman Welch advised much of the information being received tonight is the first time hearing it. She feels this item should be continued.

Councilman Shannon advised he would like to see an engineering report, in regards to the addition of the hard surface, and how much water it will generate towards the housing development. He has concerns with the amount of runoff this development will cause. Mrs. Palm advised she could provide copies of the reports to the Council Members from the Papio NRD and Army Corps of Engineers. Ms. Robbins requested clarification if either the Corps or NRD objected to the proposed development. Mrs. Palm stated she approved the preliminary reports, as did the City of Bellevue Public Works Department.

Discussion occurred on clarification on the motions on the table.

Councilman Preister mentioned the neighbors have concerns with the entryway, to the south, being close to the residences. He questioned if the entryway could be moved. Mrs. Palm commented the driveway location was put there because it will align with access stub out to the west of 48<sup>th</sup> Street. She explained 48<sup>th</sup> Street is a County Right-of-Way; therefore, the County also reviewed the plans.

Councilwoman Welch questioned if there was approval from the Sarpy County Planning Commission and the City of Bellevue Planning Commission. Mrs. Palm explained the case does not go to the Sarpy County Commission. The Sarpy County Public Works Department reviews the plans due to 48<sup>th</sup> Street being a County Right-of-Way.

Councilman Stinson advised the item should not be tabled and should be voted on tonight. Councilman Shannon agreed.

Roll call vote on the motion to table this item until May 5<sup>th</sup> was as follows: Stinson, Shannon, and Preister voted no; Cook, Burns, and Welch voted yes; Mayor voted no, breaking the tie. Motion failed.

Roll call vote on the motion to approve the Conditional Use Permit was as follows: Stinson, Shannon, and Preister voted no; Cook, Burns, and Welch voted yes; Mayor voted no, breaking the tie. Motion failed.

**RESOLUTIONS: None**

# MINUTE RECORD

Bellevue City Council Meeting, April 21, 2020, Page 5

## **CURRENT BUSINESS:**

### **Accept and authorize the Mayor to sign the low proposal for the demo of 7952 S. 25th Street and authorize funding from the Community Betterment Fund. (Chief Building Official)**

**Motion** made by Welch, seconded by Preister, to accept and authorize the Mayor to sign the low proposal for the demo of 7952 S. 25th Street and authorize funding from the Community Betterment Fund.

Mr. Jim Ristow, City Administrator, advised the funds will also be used from the General Fund. The funds will not be limited to the Community Betterment Fund.

**Motion** made by Welch, seconded by Preister, to change the motion to accept and authorize the Mayor to sign the low proposal for the demo of 7952 S. 25th Street and authorize funding from the Community Betterment Fund and/or the General Fund with determination by the Finance Director.

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

### **Accept and authorize the Mayor to sign the low proposal for the demo of the barn at 3515 Schneckloth Road authorize funding from the Community Betterment Fund. (Chief Building Official)**

**Motion** made by Stinson, seconded by Preister, to accept and authorize the Mayor to sign the low proposal for the demo of 3515 Schneckloth Road authorize funding from the Community Betterment Fund and/or the General Fund with determination by the Finance Director. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

### **Accept and authorize the Mayor to sign the low proposal for the demo of Lots 1, 2, and 3, Paradise Park authorize funding from the Community Betterment Fund. (Chief Building Official)**

**Motion** made by Preister, seconded by Welch, to accept and authorize the Mayor to sign the low proposal for the demo of Lots 1, 2, and 3, Paradise Park authorize funding from the Community Betterment Fund.

Mr. Ristow advised the motion should also include from the General Fund or with determination by the Finance Director.

**Motion** made by Preister, seconded by Welch, to change motion to accept and authorize the Mayor to sign the low proposal for the demo of Lots 1, 2, and 3, Paradise Park authorize funding from the Community Betterment Fund and/or the General Fund with determination by the Finance Director.

Discussion occurred on the reimbursement from FEMA and how liens will be placed on the property.

Councilman Cook questioned how soon the demo will begin. Mr. Mike Christensen, Chief Building Official, stated he had a conversation with Anderson Excavation early in the day. They stated they are ready to go as soon as they have the contract in hand. They were concerned with NESAP's requirements for a ten-day waiting period. Mr. Christensen stated he spoke with Mr. Doug Gillespie from the State of Nebraska. The State is comfortable waiving the ten-day waiting period. The hope is to possibly get started as early as next week.

Councilman Shannon stated he understands there are going to be reductions to the \$1.2 million in cost, as he understands several of the properties have already been demoed. Discussion followed.

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

## **ADMINISTRATION REPORTS:**

Currently the Administrative Report process is being revised.

## **CLOSED SESSION: None**

## **ADJOURNMENT:**

There being no further business to come before the Council at this time, on motion by Burns, seconded by Preister, the meeting adjourned at 7:14 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

  
Susan Kluthe, City Clerk

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Rusty Hike, Mayor

# MINUTE RECORD

Bellevue City Council Meeting, April 21, 2020, Page 6

I, the undersigned, Susan Kluthe, 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 April 21, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.



  
Susan Kluthe, City Clerk

## MINUTE RECORD

Bellevue Planning Commission Meeting, April 23, 2020 Page 1

Pursuant to the Governor's Executive Order 20-03, on Thursday April 23, 2020 at 7:00 p.m. the Bellevue Planning Commission meeting was held via video conference. Upon roll call, present were Commissioners Casey, Perrin, Cain, Aerni, Ackley, Hankins, Cutsforth, and Jacobson. Absent was Ritz. Also present were Tammi Palm, Planning Manager, and Angela Curry, Assistant Planning Manager.

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

Cutsforth announced the Open Meetings Act pursuant to the Governor's Executive Order 20-03, and said the meeting may be held via videoconference, telephone conference, or by conferencing by other electronic means. As such, said meeting will be by a virtual meeting and the public may join using Facebook live via the City of Bellevue's Facebook page.

Motion was made by Ackley, seconded by Jacobson, to approve the minutes of the March 26, 2020 regular meeting as presented. Upon roll call, Casey, Perrin, Cain, Aerni, Ackley, Hankins, Cutsforth and Jacobson voted yes. Motion carried.

Cutsforth asked if there were any updates or additions to staff reports. Palm advised there were no updates.

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

Cutsforth explained the consent agenda process.

There were two items on the consent agenda:

Request to rezone Tax Lots 2A and 2B, located in the Northwest ¼ of Section 21, T14N, R13E, from RS-72 to RE for the purpose of facilitating the construction of a 50' x 60' barn structure. Applicant: John and Alyssa Buettner. General Location: 8405 S 36th St. Case # Z-2003-04; and a request to amend Fiscal Year 2019-2020 Public Works Capital Improvement Plan. Applicant: City of Bellevue.

Palm asked Cutsforth for a moment to check Facebook live for any comments. There were none.

No one spoke in favor of, or opposition to these requests.

Motion was made by Ackley, seconded by Cain, to approve the consent agenda as presented. Upon roll call, all present voted yes. Motion carried unanimously.

**These items will proceed to CITY COUNCIL for PUBLIC HEARING ON May 19, 2020.**

Meeting adjourned at 7:09 p.m.



Dianna Van Horn  
Planning Secretary

5/5/2020  
\*5b3.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/05/2020		SUBMITTED BY: Ashley Decker		Human Resources Director	
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>			
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>			

SUBJECT:

Approval and ratification of Memorandum of Understanding (MOU) between the City of Bellevue and the Civilian Employee's Association of Bellevue (CEAB) for a change to comp time limits recently agreed upon.

SYNOPSIS/BACKGROUND:

Due to the recent approval of the comp time policy change for other non-exempt employees, the City and the Union wish to change the maximum comp time bank limits for the remainder of the contract. The changes have been agreed upon by the employees, the City Administrator and the union President.

FISCAL IMPACT: N/A	BUDGETED FUNDS?: YES	GRANT/MATCHING FUNDS?: NO
--------------------	----------------------	---------------------------

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: CEAB Collective Bargaining Agreement		
CONTRACT EFFECTIVE DATE: 10/01/2017	CONTRACT TERM:	CONTRACT END DATE: 09/30/2021
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE: INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve and ratify this MOU and authorize the Mayor to execute the same.

ATTACHMENTS:

1. MOU between CEAB and City
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bruce Hollins*  
*Ashley Decker*  
*[Signature]*

## MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska (“City”) and the Civilian Employee’s Association of Bellevue (“CEAB”) are parties to a collective bargaining agreement effective October 1, 2017 to September 30, 2021 (“Agreement”).

The City and the CEAB have identified an area of the Agreement that requires revision to accurately reflect benefit details for job classifications covered under the Agreement. The parties agree that the current Agreement should be amended to allow for a change to the comp time bank limits to align with other non-exempt employees and therefore, enter into the following Memorandum of Understanding (“MOU”) to correct the omission.

1. Unless otherwise agreed upon herein, this MOU is effective for the remaining term of the Agreement.
2. Article 4 (Hours of Work/Overtime), Section 3 of the Agreement states: “An Employee may, in lieu of overtime compensation, accumulate compensatory time. As used in this Agreement the term "Compensatory Time" means leave time earned at one and one-half (1½) times the number of overtime hours worked.  
The maximum balance of accrued compensatory leave is as follows:  
Fiscal year 2017/18- 80 hours maximum  
Fiscal year 2018/19- 60 hours maximum  
Fiscal year 2019/20- 40 hours maximum  
Fiscal year 2020/21- 20 hours maximum  
Employees who work overtime and who have the maximum accrued amount of compensatory time during the respective year shall be compensated in cash at their regular overtime pay rate. On September 30<sup>th</sup>, employees whose balance exceeds the new maximum for the upcoming fiscal year will have the exceeding amount paid out to them on the first full payroll in October. (Example: on September 30<sup>th</sup> of 2018, if an employee has a balance of 78 hours in their comp bank they will receive a payout of 18 hours.)”
3. As written, Article 10 does not reflect the newly agreed upon comp time limit for non-exempt CEAB employees.
4. The parties agree that Article 10, Section 3 is amended to incorporate the following language:  
“An Employee may, in lieu of overtime compensation, accumulate compensatory time. As used in this Agreement the term "Compensatory Time" means leave time earned at one and one-half (1½) times the number of overtime hours worked.  
The maximum balance of accrued compensatory leave is as follows:  
Fiscal year 2017/18- 80 hours maximum  
Fiscal year 2018/19- 60 hours maximum  
Fiscal year 2019/20- 60 hours maximum  
Fiscal year 2020/21- 60 hours maximum  
Employees who work overtime and who have the maximum accrued amount of compensatory time during the respective year shall be compensated in cash at their

regular overtime pay rate. On September 30<sup>th</sup>, employees whose balance exceeds the new maximum for the upcoming fiscal year will have the exceeding amount paid out to them on the first full payroll in October. (Example: on September 30<sup>th</sup> of 2018, if an employee has a balance of 78 hours in their comp bank they will receive a payout of 18 hours.)”


5. The parties hereby agree the change of Comp time language for non-exempt employees as provided herein shall be effective as of the date of this MOU.

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City of Bellevue, Nebraska

Civilian Employee's Association of Bellevue

By: \_\_\_\_\_  
Mayor Rusty Hike

By:  \_\_\_\_\_  
Tom Woodard, President

Approved by the Bellevue City Council on this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**1st Qtr. Report**  
**January 2020 - March 2020**

BUILDING PERMIT VALUATIONS					
Community	Jan. 2020	Feb. 2020	March 2020	1st Qtr. 2020	1st Qtr. 2019
Sarpy County	\$ 5,285,808	\$ 6,731,963	\$ 8,777,632	\$ 20,795,403	\$ 30,382,818
Bellevue	\$ 5,827,786	\$ 10,159,658	\$ 25,956,686	\$ 41,944,130	\$ 84,815,947
Papillion	\$ 31,495,216	\$ 66,735,055	\$ 14,987,627	\$ 113,217,898	\$ 31,997,175
La Vista	\$ 9,291,166	\$ 4,670,546	\$ 144,650	\$ 14,106,362	\$ 12,211,283
Gretna	\$ 4,271,597	\$ 4,549,673	\$ 9,280,257	\$ 18,101,527	\$ 7,835,541
Springfield	\$ 303,905	\$ 574,362	\$ 453,808	\$ 1,332,075	\$ 1,602,523
<b>TOTAL</b>	<b>\$ 56,475,478</b>	<b>\$ 93,421,257</b>	<b>\$ 59,600,660</b>	<b>\$ 209,497,395</b>	<b>\$ 168,845,287</b>

NEW BUSINESS / INDUSTRIAL / OFFICE PARK SUBDIVISIONS PLATTED			
Subdivision Name		Location	Lots
BDC Commons	Highway 6 & Bryan Street	Gretna	4
		<b>TOTAL</b>	<b>4</b>

SINGLE FAMILY HOUSING SUBDIVISIONS PLATTED			
Subdivision Name		Location	Lots
SumTur Crossing Phase 2	South 114th & Schram Road	Papillion	337
Rivber Oaks Phase 4	184th & Giles Road	Sarpy	43
		<b>TOTAL</b>	<b>337</b>

SINGLE FAMILY HOUSING PERMITS ISSUED					
Community	Jan. 2020	Feb. 2020	March 2020	1st Qtr. 2020	1st Qtr. 2019
Sarpy County	13	21	32	66	83
Bellevue	9	21	22	52	42
Papillion	22	15	38	75	84
La Vista	4	1	0	5	2
Gretna	10	11	14	35	24
Springfield	1	2	1	4	5
<b>TOTAL</b>	<b>59</b>	<b>71</b>	<b>107</b>	<b>237</b>	<b>240</b>

MULTI-FAMILY HOUSING PERMITS ISSUED (# OF UNITS)					
Community	Jan. 2020	Feb. 2020	March 2020	1st Qtr. 2020	1st Qtr. 2019
Sarpy County	0	0	0	0	0
Bellevue	0	0	2	2	130
Papillion	44	0	0	44	0
La Vista	0	72	0	72	0
Gretna	0	0	36	36	0
Springfield	0	0	0	0	0
<b>TOTAL</b>	<b>44</b>	<b>72</b>	<b>38</b>	<b>154</b>	<b>130</b>

SARPY COUNTY LABOR FORCE STATISTICS				
Month	Labor Force	Employment	Unemployment	Rate
January 2020	96,611	93,772	2,839	2.9%
February 2020	97,288	94,501	2,787	2.9%
March 2020	98,282	94,166	4,116	4.2%
January 2019	93,772	91,136	2,636	2.8%
February 2019	95,105	92,351	2,754	2.9%
March 2019	95,120	92,230	2,890	3.0%

**BUILDING PERMIT VALUATIONS**

Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2020	\$ 12,895,403				\$ 12,895,403
	2019	\$ 23,678,366				\$ 23,678,366
Bellevue	2020	\$ 41,944,130				\$ 41,944,130
	2019	\$ 18,351,453				\$ 18,351,453
Papillion	2020	\$ 113,217,898				\$ 113,217,898
	2019	\$ 41,526,867				\$ 41,526,867
La Vista	2020	\$ 14,106,362				\$ 14,106,362
	2019	\$ 4,547,303				\$ 4,547,303
Gretna	2020	\$ 18,101,527				\$ 18,101,527
	2019	\$ 16,910,464				\$ 16,910,464
Springfield	2020	\$ 1,332,075				\$ 1,332,075
	2019	\$ 1,522,428				\$ 1,522,428
TOTALS	2020	\$ 201,597,395	\$ -	\$ -	\$ -	\$ 201,597,395
	2019	\$ 106,536,881	\$ -	\$ -	\$ -	\$ 106,536,881

**SINGLE FAMILY HOUSING PERMITS ISSUED**

Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2020	66				66
	2019	77				77
Bellevue	2020	52				52
	2019	26				26
Papillion	2020	75				75
	2019	44				44
La Vista	2020	5				5
	2019	0				0
Gretna	2020	35				35
	2019	21				21
Springfield	2020	4				4
	2019	5				5
TOTALS	2020	237				237
	2019	173				173

MULTI-FAMILY HOUSING PERMITS ISSUED (# OF UNITS)						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2020	0				0
	2019	0				0
Bellevue	2020	2				2
	2019	0				0
Papillion	2020	44				44
	2019	0				0
La Vista	2020	72				72
	2019	0				0
Gretna	2020	36				36
	2019	0				0
Springfield	2020	0				0
	2019	0				0
TOTALS	2020	154				118
	2019	0				0

SINGLE FAMILY HOUSING SUBDIVISIONS PLATTED (# OF LOTS)						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2020	43				43
	2019	0				0
Bellevue	2020	0				0
	2019	0				0
Papillion	2020	337				337
	2019	30				30
La Vista	2020	0				0
	2019	0				0
Gretna	2020	0				0
	2019	0				0
Springfield	2020	0				0
	2019	0				0
TOTALS	2020	380				380
	2019	30				30

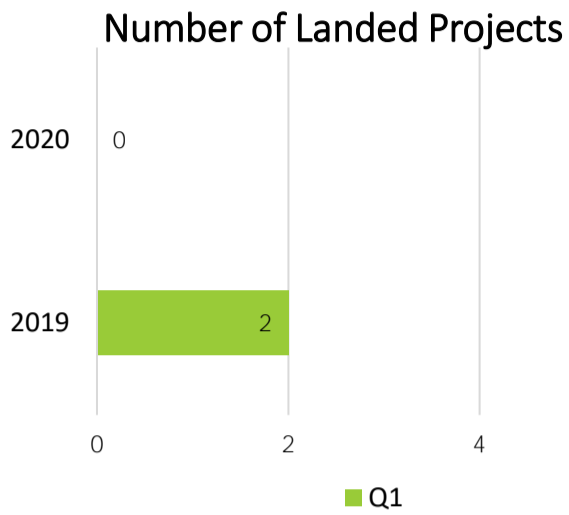
**MAJOR VALUATION PROJECTS - 1st Qtr. 2020***(Over \$75,000)*

<b>Project</b>	<b>Address/Location</b>	<b>Community</b>	<b>Valuation</b>	<b>Square Footage</b>
High School Addition	402 E Centennial Road	Papillion	\$21,000,000	0
Douglas County School	1010 Childs Road	Bellevue	\$13,725,474	80,179
Streck Labs	11710 Peel Circle	La Vista	\$8,000,000	78,482
Woodhouse Mazda & Car Wash	7845 Nebraska Drive	Bellevue	\$3,170,223	23,126
Papillion Landing Softball Complex	868 West Lincoln Street	Papillion	\$2,000,000	0
Physicians Mutual	601 Galvin Road	Bellevue	\$907,500	67,000
Bellevue Public Schools	701 Kayleen Drive	Bellevue	\$900,000	0
Two Springs Elementary School	3001 Spring Boulevard	Bellevue	\$900,000	0
Mixed Use Building	21854 Platteview Road	Gretna	\$853,155	15,360
Leonard Lawrence Elementary School	13204 South 29th Street	Bellevue	\$750,000	0
Office	11650 South 154th Street	Papillion	\$725,000	0
Burlington Park	20077 Hampton Drive	Gretna	\$652,137	11,985
Dogtopia	18920 Edna Street, Suite 1	Sarpy	\$650,391	7,004
Bellevue Public Schools	2812 Arboretum Drive	Bellevue	\$550,000	0
Indoor Storage	1201 Royal Drive	Papillion	\$523,502	23,288
Eastern Nebraska Human	3604 Summit Plaza Drive	Bellevue	\$402,755	9,796
Tenant Finish	14472 Gold Coast Road	Papillion	\$398,880	0
Aqua Tots	3512 Samson Way, Suite 106	Bellevue	\$320,000	4,994
Gretna Business Park	20202 Patton Street, Suite A	Gretna	\$298,995	3,882
Makovckia Physical Therapy	20024 Glenmore Drive, Suite 101	Gretna	\$290,724	2,130
Remedy Health	1320 Galvin Road	Bellevue	\$284,000	3,200
Wing Stop	2012 Cornhusker Road, Suite 100	Bellevue	\$275,000	2,351
Vision Works	7505 Towne Center Parkway	Papillion	\$250,000	0
Quench-Eagle Wine	12005 Portal Road, Suite 1	La Vista	\$250,000	30,576
Bellevue Medical Center	2500 Bellevue Medical Center Drive	Bellevue	\$218,543	758
Hauptman O'Brien Wolf & Lathrop PC	11507 South 42nd Street, Bay 101	Bellevue	\$212,344	0
Gretna Business Park	20202 Patton Street, Suite C	Gretna	\$203,494	1,941
Haven 150	12362 South 150th Street	Papillion	\$200,000	0
Sarpy County Agriculture Society	Grand Square	Springfield	\$197,568	1,800
Talus	10914 Cumberland Drive	Papillion	\$150,000	4,050
Olymbec USA	4530 Maass Road, Suite 240	Bellevue	\$150,000	0
Midland Garage Door (remodel)	13661 Giles Road	La Vista	\$134,274	0
Scoters	2 Cornhusker Plaza	Bellevue	\$131,046	964
National Defense - Northrup Grumman	3200 Samson Way	Bellevue	\$117,000	117,000
McDonalds	1608 Galvin Road	Bellevue	\$115,000	0
MM Finance LLC	2861 Capehart Road, Suite F	Bellevue	\$100,000	5,000
Garbo's Salon	12744 Westport Parkway, 1-G	La Vista	\$98,000	1,829
Great Clips	11314 Wickersham Blvd., Suite 200	Sarpy	\$89,628	1,400
City of Bellevue	1500 Wall Street	Bellevue	\$80,000	0
HM Cragg	11937 Portal Road #105	La Vista	\$75,000	1,800

# GOAL

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

### Landed Projects



Capital Investment - Q1

\$0

\$0 YTD

Total Jobs - Q1

0 Total Jobs

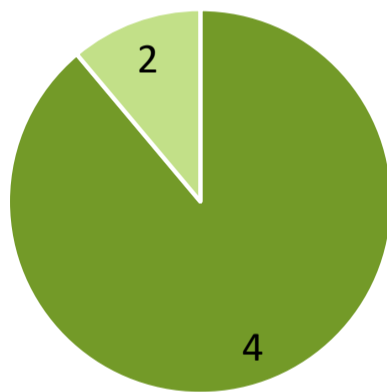
0 New Jobs | 0 Retained Jobs



### Project Pipeline

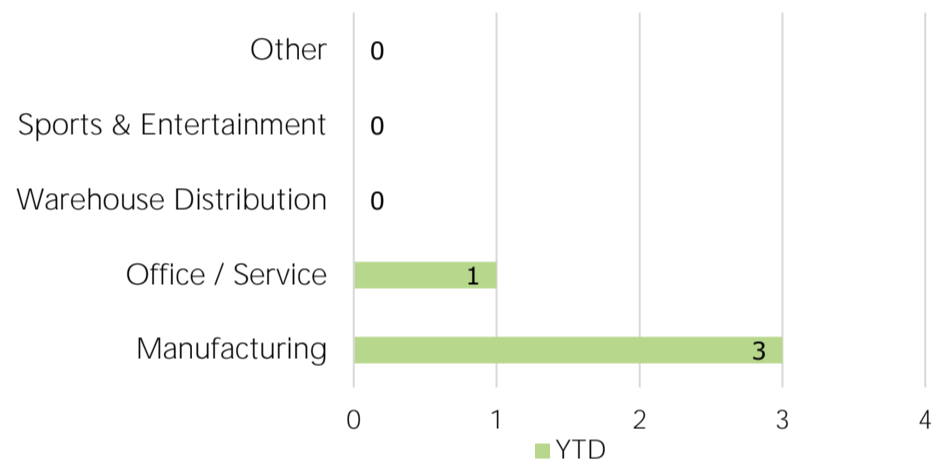
6 Opportunities - Q1

4 New to Market | 2 Existing Business



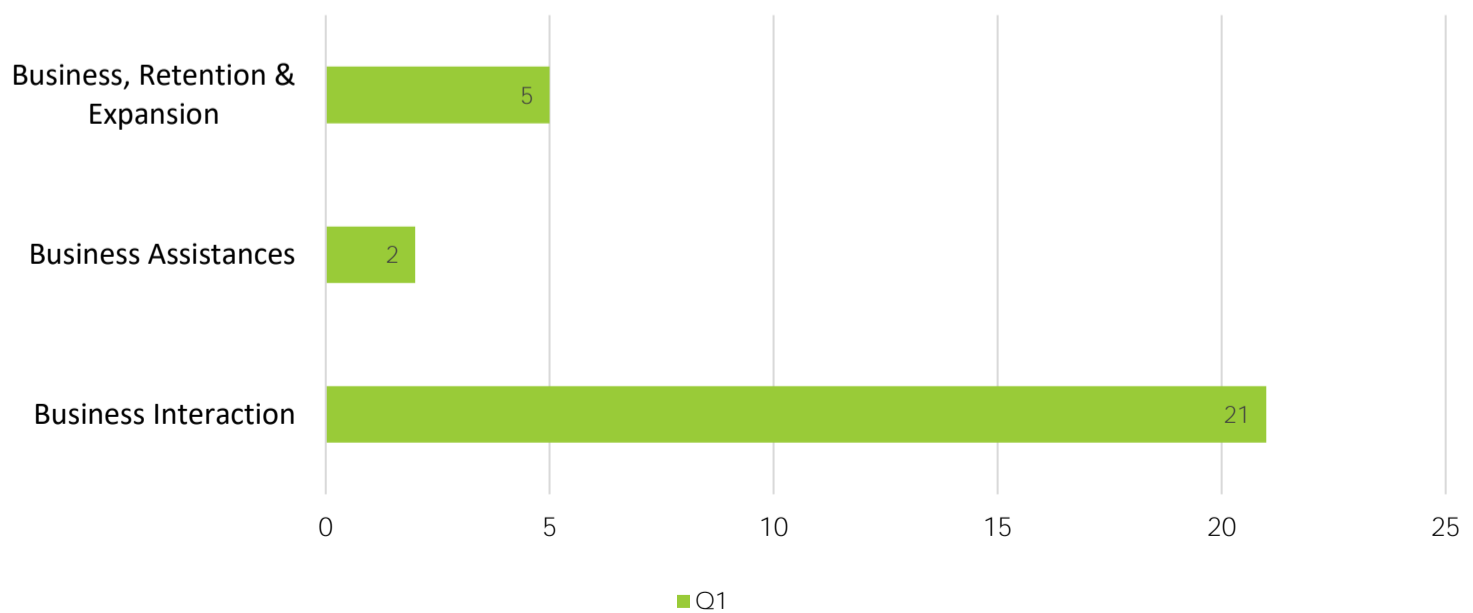
■ New to Market / Start Up  
■ Retention / Expansion

New to Market Project Type



2 Prospect Visits - Q1

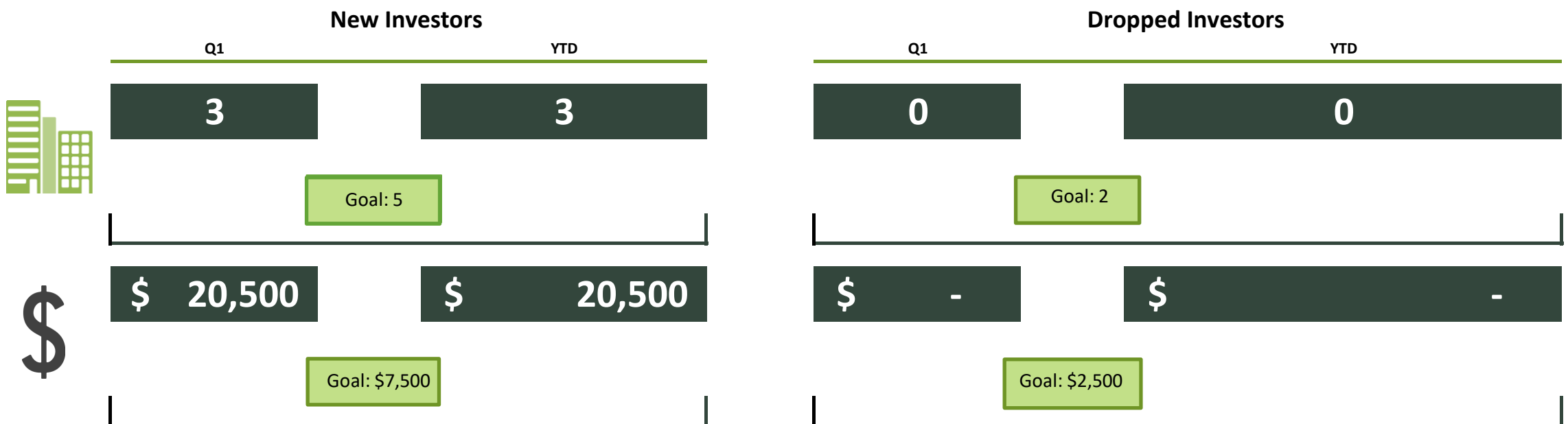
### Business Interactions



# GOAL

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

## Investor Base



## Event Engagement

### Investor Engagement

(313) Annual Meeting



### Board Member Engagement

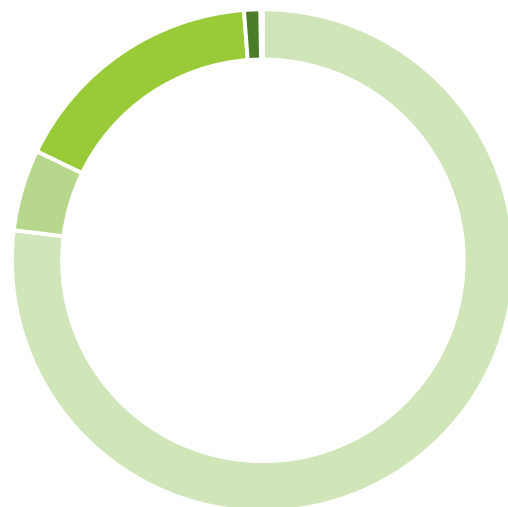
(30) Board Meeting (March)

## Organizational Resources

### Revenue

\$205,876

- Private Investments
- Public Investments
- Events
- Reimbursements
- Interest

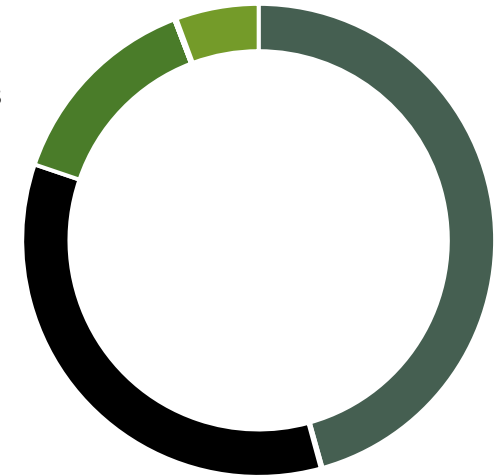


Total Revenue Budget: \$376,725

### Expenses

\$130,829

- Salaries/Fringe Benefits
- Meals/Entertainment
- Professional & Legal Fees
- Project Investments
- Events/Meetings
- Advertising
- Travel
- Strategic Plan Studies
- Operations



Total Expense Budget: \$509,629

## Strategic Meetings - Q1

Speaking Engagements	1
Community Interactions	10
Site Development & Project Meetings	9
Investor Relation Meetings	10

# MINUTE RECORD

5/5/2020  
\*6

## CLAIMS FOR MAY 5, 2020

PAGE 1

### MAYOR

U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	52.12
		<u>\$ 52.12</u>

### CITY ADMINISTRATOR

CANTEEN	COFFEE SUPPLIES	306.62
OMAHA WORLD HERALD	RENEW SUBSCRIPTION	300.35
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	144.55
		<u>\$ 751.52</u>

### LEGAL SERVICES

KING COUNTY SHERIFF'S OFFICE	CIVIL FEE	64.00
SARPY COUNTY SHERIFF'S OFFICE	CIVIL PROCESS COLLECTIONS	105.66
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	89.25
		<u>\$ 258.91</u>

### CABLE ADVISORY

U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	49.12
		<u>\$ 49.12</u>

### CITY CLERK

INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	RENEW MEMBERSHIPS-KLUTHE, HARBIN	320.00
ROYCE CORNHUSKER, LLC	ROYCE TIF #8793-APR 2020	9,554.85
ROYCE CORNHUSKER, LLC	ROYCE #2 TIF #8798-APR 2020	15,298.53
SOUTHGATE APARTMENTS BELLEVUE, LP	SOUTHGATE TIF #8790-APR 2020	92,124.57
SUBURBAN NEWS ADV	LEGAL ADS	1,761.38
WH BELLEVUE, LLC	WH BELLEVUE TIF #8788-APR 2020	53,545.76
		<u>\$ 172,605.09</u>

### FINANCE/RISK MANAGEMENT

INDOFF	OFFICE SUPPLIES	187.35
LOGAN CONTRACTORS SUPPLY	OVERSHOE BOOTS, HAND EDGERS	57.53
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	54.16
		<u>\$ 299.04</u>

### LIBRARY

CENGAGE LEARNING, INC	RENEW SUBSCRIPTION-TESTING AND EDUCATION REFERENCE CENTER	2,033.29
CENGAGE LEARNING, INC	RENEW SUBSCRIPTION-CHILTON LIBRARY	2,033.29
DEMCO	BOOK SUPPLIES	223.75
INGRAM LIBRARY SERVICES	BOOKS	3,681.28
LIBRARICA, LLC	RENEWAL	387.60
OMAHA WORLD HERALD	RENEW SUBSCRIPTION	570.75
STAPLES ADVANTAGE	OFFICE SUPPLIES	134.49
ZOOBEAN INC	LICENSE-PLUS	1,695.00
		<u>\$ 10,759.45</u>

# MINUTE RECORD

CLAIMS FOR MAY 5, 2020

PAGE 2

## ADMINISTRATIVE SERVICES

BEST CARE EAP	EAP ANNUAL ASSISTANCE PROGRAM	5,280.00
HUMAN RESOURCE ASSOC OF THE MIDLANDS	2020 GA SESSION BUNDLE	30.00
PAYCHEX of NEW YORK, LLC	PAYCHEX OF NEW YORK FEE- MAR 2020	99.00
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	80.64
		<hr/>
		\$ 5,489.64

## PUBLIC WORKS

CAPITAL CITY CONCEPTS, INC	FEE FOR JOB STUDY RESEARCH	900.00
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-4-6	9.03
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-4-15	181.32
SUBURBAN NEWS ADV	LEGAL NOTICES	85.10
TY'S OUTDOOR POWER & SERVICE	ROCKER SWITCH W/PILOT	26.21
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	281.18
		<hr/>
		\$ 1,512.84

## PARKS

A-RELIEF SERVICES	PORTABLE RESTROOM SERVICE	498.00
CONSOLIDATED CONCRETE	CONCRETE	1,105.00
CROUCH RECREATIONAL DESIGN	PLAYGROUND EQUIPMENT, TIMBERS-TWO SPRINGS PARK	65,800.00
HUGHES MULCH PRODUCTS	MULCH FOR PLAYGROUND-GOLDENROD PLAYGROUND	3,200.00
J & J SMALL ENGINE SERVICE	PARTS	192.83
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	66.35
MENARDS	LUMBER	7.63
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-4-10	458.86
PAPILLION SANITATION	CODE DUMPSTER	622.27
SITEONE LANDSCAPE SUPPLY	FERTILIZER	545.20
STERLING WEST	PLAYGROUND EQUIPMENT, INSTALL BUBBLE WALL-GOLDENROD PLAYGROUND	8,552.00
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	239.94
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<hr/>
		\$ 81,301.50

## RECREATION

B&D DIAMOND PRO	BACKSTOPS AND NETTING-HAWORTH	9,500.00
TRACY PRICE	REFUND DEPOSIT FOR WEDDING RECEPTION	325.00
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	64.23
		<hr/>
		\$ 9,889.23

## BUILDING MAINTENANCE

CARPENTER PAPER CO	JANITORIAL SUPPLIES	330.75
CODY PEST MANAGEMENT	PEST CONTROL	32.00
DC ELECTRIC/HEARTLAND LIGHTING	ELECTRICAL REPAIR	600.00
HILLYARD	JANITORIAL SUPPLIES	1,193.68
IDEAL PURE WATER COMPANY	BOTTLED WATER	35.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-1500 WALL ST	98.84
KB BUILDING SERVICES	CLOROX SPRAYING BUILDING-COVID	950.00
MENARDS	CEILING HOOKLUMBER, CLEANING SUPPLIES, AUGER, DRILL BITS, BATTERIES, SEED	1,198.30

# MINUTE RECORD

CLAIMS FOR MAY 5, 2020

PAGE 3

## BUILDING MAINTENANCE (CONT'D)

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-4-8	104.75
OMAHA DOOR & WINDOW COMPANY	INSTALL EXIT DOOR BAR	697.89
OVERHEAD DOOR COMPANY	REPAIR GARAGE DOOR-DIST 2	854.50
PAUL DAVIS SYSTEMS OF OMAHA, INC	CLEANING SERVICES	1,200.00
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	292.00
SECURITY EQUIPMENT	SECURITY MONITORING, SECURE INTERIOR DOOR ACCESS-1510 WALL ST-PW AREA	4,187.00
STRATEGIC ELECTRIC GROUP, LLC	SERVICE CALL-LOBBY LIGHTS TIMER	140.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	3,236.50
TRICO MECHANICAL SERVICES	HVAC SERVICE	1,315.71
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	25.20
WESTLAKE ACE HARDWARE	DOOR SIGNS, BRUSH, BUG KILLER, SUPPLIES	75.57
		<u>\$ 16,567.69</u>

## CEMETERY

MENARDS	MULCH	149.50
OVERHEAD DOOR COMPANY	INSTALL SECTIONAL DOOR	3,550.00
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	49.12
WESTLAKE ACE HARDWARE	MULCH	283.29
		<u>\$ 4,031.91</u>

## STREETS

3M COMPANY	TRANSFER TAPES, REFLECTIVE TAPES	2,080.13
ALFRED BENESCH & COMPANY	CAPEHART RD 27-36	16,902.00
ALFRED BENESCH & COMPANY	2020 A/C RESURFACING	371.98
ALFRED BENESCH & COMPANY	SOUTH 25TH ST IMPROVEMENTS	17,126.73
AMERICAN CONCRETE PRODUCTS CO	INLET TOP	2,200.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	7.13
CONCRETE SUPPLY, INC	CONCRETE	2,588.88
CONSOLIDATED CONCRETE	CONCRETE	1,337.50
FELSBURG HOLT & ULLEVIG, INC	36TH ST PRELIMINARY DESIGN	36,831.30
HGM ASSOCIATES INC	15TH ST EXTENSION	10,358.31
K2 CONSTRUCTION	25TH ST IMPROVEMENTS	173,107.12
LOGAN CONTRACTORS SUPPLY	OVERSHOE BOOTS, HAND EDGERS, SCRAPER, BLADES	894.75
MARTIN PRODUCTS SALES, LLC	OIL	355.20
MD SOLUTIONS, INC	K BRACKET	1,200.00
MENARDS	LUMBER	502.50
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-4-6	251.68
MIDWEST RIGHT OF WAY SERVICES, INC	MIDROW #545-36TH ST	1,691.98
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-4-15	158.09
OMNI	ASPHALT	1,082.90
ONE CALL CONCEPTS	LOCATES	27.65
READY MIXED CONCRETE COMPANY	CONCRETE	22,932.40
ST. MATTHEW, THE EVANGELIST CHURCH OF BELLEVUE	ACQUISITION FOR WARRANTY DEED FOR TRACT C3	4,180.00
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	241.65
VOGEL WEST	YELLOW TRAFFIC PAINT	145.60
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<u>\$ 296,588.90</u>

# MINUTE RECORD

CLAIMS FOR MAY 5, 2020

PAGE 4

## FLEET MAINTENANCE

911 CUSTOM, LLC	MOUNT KIT	121.16
AA WHEEL & TRUCK SUPPLY, INC	TRAILER PARTS FOR PA537	4,641.44
ALLIED OIL & TIRE COMPANY	OIL DRUMS	2,000.62
AUTO VALUE PARTS - SOUTH OMAHA	HARNES KIT PLOW LIGHTING	142.99
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	424.55
BAXTER FORD	WHEEL ASSEMBLY	324.56
BAXTER FORD	BOLT	4.28
CAPE TRUCK ACCESSORIES	SEATCOVER	311.00
CORNHUSKER INTERNATIONAL TRUCKS	FLEXIBLE HOSE	51.39
DULTMEIER SALES LLC	DIAPHRAGM PUMP	152.35
EDS WIRE ROPE & RIGGING	ROPE, CLIPS	132.48
EDWARDS CHEVROLET-CADILLAC	TUBE	16.39
FARM PLAN	CARBURATOR	129.96
GALVIN GLASS	REPLCE WINDSHIELD	226.76
GRAINGER	FACESHIELD VISORS	66.30
INDOFF	CREDIT-OFFICE SUPPLIES	(28.05)
INTERSTATE BATTERIES	BATTERY	197.92
J & J SMALL ENGINE SERVICE	BLADE, FILTER, OIL, SHEAVES	1,001.03
JONES AUTOMOTIVE	PANEL CLIPS	6.59
JUDAH CASTER COMPANY	CASTERS	19.90
KRIHA FLUID POWER CO	STEEL PLUGS, CAPS, FITTINGS, SEALS, COUPLERS	331.39
LOGAN CONTRACTORS SUPPLY	COUPLING	70.70
MACQUEEN EQUIPMENT, LLC	WATER PUMP	770.65
MATHESON TRI-GAS INC	WELDING SUPPLIES	124.90
MENARDS	METAL HOLE SAW, CUTTER, SPRAY, CONDUIT, ELBOWS	72.62
NAPA AUTO PARTS	TIRE VALVE, FILTERS, AIR CHUCK, MANIFOLD, SENSOR, FLINTS, BATTERY CABLE	695.53
NEBRASKA IOWA INDUSTRIAL FASTENERS	NUTS, HEAT SHRINK, EYELETS, PARTS	408.73
NORTHERN TOOL & EQUIPMENT	UTILITY WINCH	99.99
O'REILLY AUTOMOTIVE PARTS	FUEL INJECTOR, PLUGS	335.91
P&M HARDWARE	BUTANE, PROPANE, FILTERS	63.54
POWERPLAN	RADIATOR HOSE, CLAMPS	96.46
REXCO EQUIPMENT CO	COMPRESSOR FLUID	197.45
STATE STEEL	HOT ROLLED STEEL	643.95
SUPERIOR SIGNALS	HALOGEN LAMP	87.20
TOOL SHED	CARBIDE TIP HOLE SAW	61.62
TY'S OUTDOOR POWER & SERVICE	EYE BOLT KIT	9.18
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	70.37
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	79.40
WAYTEK, INC	AUTOMATIC CHARGING RELAY	190.43
WESTLAKE ACE HARDWARE	SUPPLIES	2.79
WOODHOUSE FORD SOUTH	INJECTOR ASSEMBLY, GASKET, VALVE	183.33
		<hr/>
		\$ 14,539.76

## PLANNING

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-4-6	8.16
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-4-15	164.29
		<hr/>
		\$ 172.45

# MINUTE RECORD

## CLAIMS FOR MAY 5, 2020

PAGE 5

### PERMITS & INSPECTIONS

ANDERSON EXCAVATING & WRECKING	DEMOLITION-2611 HARRISON	12,808.00
ANDERSON EXCAVATING & WRECKING	DEMOLITION-3617 JOSEPHINE	9,730.00
BELLEVUE PRINTING COMPANY	INSPECTION STICKERS	512.90
IDEAL PURE WATER COMPANY	BOTTLED WATER	30.00
INDOFF	COPY PAPER	75.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-4-6	10.91
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-4-15	219.06
SHELL SUPER STORE	CAR WASH	3.75
THOMPSON DREESSEN & DORNER	PROFESSIONAL SERVICES-GALVIN RD DEMO	373.80
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	271.02
		<hr/>
		\$ 24,034.44

### POLICE/CODE ENFORCEMENT

A-RELIEF SERVICES	PORTABLE RESTROOM SERVICE-GUN RANGE	126.00
ASP, INC	DUTY RESTRAINTS	120.35
AUTO BODY AUTHORITY	TOW CHARGE	80.00
CITY OF OMAHA	FORENSIC INVESTIGATIONS UNIT	1,100.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	38.04
COUNCIL HITCH SERVICE	HITCH, PIN, CLIP	218.00
DON'S PIONEER UNIFORMS	RAINCOAT	1,340.94
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	400.00
GALL'S, LLC	RADIO HOLDER	409.95
GREAT PLAINS UNIFORMS	UNIFORM ITEMS, TACTICAL VEST	1,596.24
INDOFF	PRINTER SUPPLIES	899.46
JACKSON SERVICES, INC	DOOR MAT SERVICE	176.53
LENS EQUIPMENT	GPS TRACKER AND DATA SERVICE	998.00
MED-TECH RESOURCE, LLC	SPIT HOODS	317.00
MENARDS	CLAMP, CABLE, LOCKNUT, LUMBER	92.13
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-4-6	198.68
MICHAEL BECCARD	REIMB FOR CURTAINS FOR INTERVIEW ROOM	55.58
MPH INDUSTRIES	RADAR UNITS FOR NEW CRUISERS	10,350.00
OMAHA POLICE DEPARTMENT	FORENSIC INVESTIGATIONS UNIT	6,750.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-4-15	3,994.62
POLICE OFFICERS ASSOCIATION OF NEBRASKA	HANDBOOKS	270.00
ROGER'S TOWING	TOW CHARGE, STORING	140.00
SECRETARY OF STATE	NOTARY RENEWAL FEE-EIDENMILLER	30.00
SIoux SALES COMPANY	HOLSTERS	285.40
SMITH DAVIS INSURANCE INC	SURETY BONDS-MILLER, PETTIT	80.00
SPRINT	MONTHLY SERVICE-2020-4-9	125.22
STRYKER SALES CORPORATION	AEDS MAINTENANCE PLAN	1,485.00
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	3,988.85
		<hr/>
		\$ 35,665.99

### FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	3,412.76
BELLEVUE PRINTING COMPANY	BUSINESS CARDS	50.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	5,710.87
INSTAZORB INTERNATIONAL, INC	REG BAG INSTAZORB	1,075.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	369.46
MARKING REFRIGERATION, INC	ICE MACHINE REPAIR-DIST 3	462.75

# MINUTE RECORD

## CLAIMS FOR MAY 5, 2020

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### FIRE & RESCUE (cont'd)

MATHESON TRI-GAS INC	METHANE	38.06
McKESSON MEDICAL-SURGICAL GOVT SOLUTIONS	MEDICAL SUPPLIES	425.78
MENARDS	RUBBER CASTERS, HOSES, CLEANING SUPPLIES, WAX RING	119.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-4-7	3,297.17
MONTE EVANS	PROFESSIONAL PORTRAIT-GUIDO	45.95
SANDRY FIRE SUPPLY, LLC	SHUT OFFS FOR NOZZLES	244.25
STRYKER SALES CORPORATION	COT FOR NEW SQUAD	17,312.94
TRAVIS NIELSEN	REIMB FOR SHOES	63.25
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	831.37
WESTLAKE ACE HARDWARE	FUSES	16.47
ZIRMED, INC	MONTHLY PROF CLAIMS MANAGEMENT	255.20
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	1,848.00
ZOLL MEDICAL CORPORATION	BILLING PRO	492.80
		<b>\$ 36,071.08</b>

### NON-DEPARTMENTAL/CONTRACTS

ALL MAKES OFFICE EQUIPMENT CO	POWER LIFT MOBILE LECTERN	3,095.52
BENEFITS PLANS INC	CIVILIAN RET PLAN-JAN-MAR 2020	957.50
BOBBY RIGGS	EBS REPLACEMENT CHECK-493019180	10.00
CASSANDRA WARD	EBS REPLACEMENT CHECK 493019203	30.00
CENTURY LINK	MONTHLY SERVICE-2020-4-4	478.68
CHRIS NYSTROM	EBS REPLACEMENT CHECK-493019432	15.33
CHRISTOPHER LEWIS ABBOTT	EBS REPLACEMENT CHECK-493020288	31.68
CORNERSTONE SURVEYING, LLC	SURVEY RESEARCH AND DRAWING	1,100.00
DYNAMIC HEALTH CLINIC	EBS REPLACEMENT CHECK-493020310	17.71
EDWIN FOREMAN	EBS REPLACEMENT CHECK-493020217	23.64
GRANT ZIMMER	EBS REPLACEMENT CHECK-493019607	27.62
GRANT ZIMMER	EBS REPLACEMENT CHECK-493019950	27.62
GREATER BELLEVUE AREA CHAMBER OF COMMERCE	CITY OF BELLEVUE REBRANDING	100,000.00
ISNARDO SALGADO	EBS REPLACEMENT CHECK-493019808	15.07
JANI JENNINGS	EBS REPLACEMENT CHECK-493018981	1.84
JAVIER HERNANDEZ	EBS REPLACEMENT CHECK-493013453	739.98
JORDAN SPENCER	EBS REPLACEMENT CHECK-493011250	24.78
JUSTIN G PESTEL	EBS REPLACEMENT CHECK-493018888	137.34
KAREN CHANDLER	EBS REPLACEMENT CHECK-493019298	55.23
KAREN JACKSON	EBS REPLACEMENT CHECK-493019166	3.98
KIRK MEYER	EBS REPLACEMENT CHECK-493020434	100.00
LARRY LAMPMAN	EBS REPLACEMENT CHECK-493018519	4.66
LAUREL GARDNER	EBS REPLACEMENT CHECK-493020184	50.08
LESLIE SHAW	EBS REPLACEMENT CHECK-493019466	14.60
MARY LOU SCHWOPE	EBS REPLACEMENT CHECK-493018673	36.73
PATRESSE RIEPLE	EBS REPLACEMENT CHECK-493020833	16.48
QUADIEN FINANCE USA, INC	POSTAGE METER MAINTENANCE-CH	677.55
RYAN KINSELLA	EBS REPLACEMENT CHECK-493020173	6.70
SCOTT MILLER	EBS REPLACEMENT CHECK-493019554	63.09
TIM JANDA	EBS REPLACEMENT CHECK-493018622	612.61
TIM FLOHRSCHUTZ	EBS REPLACEMENT CHECK-493008479	3.64
TIMOTHY MELVIN	EBS REPLACEMENT CHECK-493019344	24.08
TOM WOODARD	EBS REPLACEMENT CHECK-493018538	40.00
TRACY NIEMIER	EBS REPLACEMENT CHECK-493019092	50.00
YANCEY WEDDEL	EBS REPLACEMENT CHECK-493020820	37.45
		<b>\$ 108,531.19</b>

# MINUTE RECORD

CLAIMS FOR MAY 5, 2020

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## INFORMATION TECHNOLOGY

CORE TECHNOLOGIES, INC	BILLABLE TIME-REMOTE	828.00
DELL MARKETING L.P.	COMPUTERS FOR IT	11,892.24
MENARDS	USB ADAPTERS	79.98
MOTOROLA SOLUTIONS, INC	CARRY HOLSTERS	284.70
OFFICE DEPOT	USB'S FOR IT	94.99
ONE CALL CONCEPTS	LOCATES	10.76
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	40.29
		<u>\$ 13,230.96</u>

## WASTEWATER

GRAINGER	SAFETY GLASSES, GLOVES, CABLE TIES	300.78
NEUVIRTH CONSTRUCTION, INC	EAST LIFT STATION AND FORCE MAIN	6,879.49
U.S. CELLULAR	MONTHLY SERVICE-2020-4-4	448.84
USA BLUE BOOK	GAS SENSOR	439.76
USA BUILDERS	REFUND SEWER CONNECTION PERMIT	900.00
		<u>\$ 8,968.87</u>

## COMMUNITY DEVELOPMENT

BELLEVUE JR SPORTS ASSOCIATION	BJSA PARTICIPATION ASSISTANCE	1,360.00
HEARTLAND FAMILY HOUSING	HOUSING NAVIGATOR-MAR 2020	3,589.31
		<u>\$ 4,949.31</u>

## BELLEVUE MUNICIPAL BUILDING-1410 WALL ST

KENBROOKE ROOFING, INC	INSTALL NEW ROOF-1410 WALL ST	80,822.00
		<u>\$ 80,822.00</u>

TOTAL CLAIMS FOR MAY 5, 2020 \$ 927,143.01

TOTAL PAYROLL FOR APR 17, 2020 \$ 958,155.94



City of Bellevue  
Nebraska

5/5/2020  
7a.

Office of the Mayor

**KIDS TO  
PARKS DAY**  
NATIONAL PARK TRUST  
Proclamation

**WHEREAS:** May 16, 2020, is the tenth Kids to parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

**WHEREAS:** Kids to parks Day empowers kids and encourages families to get outdoors and visit America's parks, public lands and waters, and

**WHEREAS:** we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension and hypercholesterolemia, and

**WHEREAS:** Kids to Parks will broaden children's appreciation for nature and outdoors.

Now Therefore, I **Mayor Rusty Hike** have the distinct honor of  
Proclaiming May 16<sup>th</sup>, 2020

**Kids to Park Day** in the Great City of Bellevue, NE.



Rusty Hike, Mayor

## PROCLAMATION

**Whereas**, public works services provided in our community are an integral part of our citizens' everyday lives; and

**Whereas**, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as parks, cemeteries, sewers, streets and highways, public buildings, and solid waste collection; and

**Whereas**, the health, safety and comfort of this community greatly depends on these facilities and services; and

**Whereas**, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

**Now, therefore**, I Rusty Hike, Mayor of the City of Bellevue, Nebraska  
Do hereby proclaim the week of May 17th – May 23rd, 2020 as

### **“National Public Works Week”**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the great seal of the City of Bellevue, in the State of Nebraska, to be affixed, this 5<sup>th</sup> day of May in the Year Two Thousand Twenty.

---

Mayor Rusty Hike

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

5/5/2020  
10a.

COUNCIL MEETING DATE: 05/05/2020		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Recommend approval of a Special Designated Liquor License for St. Bernadette Catholic Church

SYNOPSIS/BACKGROUND:

St. Bernadette Catholic Church would like to be able to sell beer for their church festival on Sunday, July 12, 2020 from 12:00 p.m. to 9:00 p.m. at St. Bernadette Catholic Church, 7600 South 42nd Street, Bellevue. SDL Applications are turned in directly to the City Clerk's Office. Application is reviewed by the Police, submitted to the City Council for review and recommendation, and then forwarded to the Nebraska Liquor Control Commission for issuance (if there are no issues).

FISCAL IMPACT:: 40.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommend approval of a Special Designated Liquor License for St. Bernadette Catholic Church on Sunday, July 12, 2020, from 12:00 p.m. to 9:00 p.m. for their Church Festival, at St. Bernadette Catholic Church, 7600 South 42nd Street, Bellevue.

ATTACHMENTS:

1. SDL Application	2. Police Report	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. B. Rolin*  
*[Signature]*

NEBRASKA LIQUOR CONTROL COMMISSION  
PHONE: (402) 471-2571  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**ST. BERNADETTE CATHOLIC CHURCH**

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

7600 SOUTH 42ND STREET, BELLEVUE, NE 68147

Retail Liquor License Address or Non-Profit Business Address

47-0490692

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 07/12/2020  
Event Date(s):

Event Start Time(s): 12:00PM

Event End Time(s): 9:00 PM

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: ST. BERNADETTE CATHOLIC CHURCH

Event Street Address/City: 7600 SOUTH 42ND STREET, BELLEVUE, NE 68147

Indoor area to be licensed in length & width: 80' x 50'

Outdoor area to be licensed in length & width: 600' x 400' (Diagram Form #109 must be attached)

Type of Event: CHURCH FESTIVAL Estimate # of attendees: 500

Type of alcohol to be served: Beer  Wine \_\_\_\_\_ Distilled Spirits \_\_\_\_\_  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: ANDREW P. FLANAGAN Event Contact Phone Number: 402-881-5861

Event Contact Email: anmflanagan@cox.net

\*Signature Authorized Representative: Harold J. Buse Printed Name HAROLD J. BUSE

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.*

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

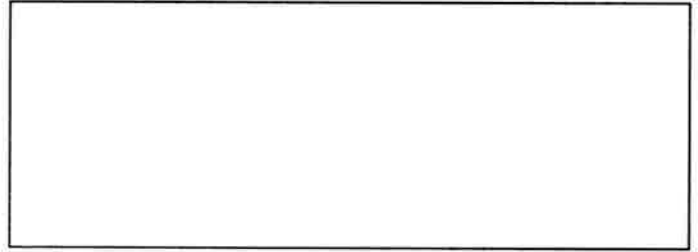
The local governing body for the City/Village of BELLEVUE OR County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

ST. BERNADETTE CATHOLIC CHURCH, BELLEVUE, NE

NAME OF CORPORATION

47-0490692

FEDERAL ID NUMBER

*Harold J. Buse*

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT. IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 16<sup>th</sup> DAY OF April 2020



*Charles E. Monico*  
NOTARY PUBLIC SIGNATURE & SEAL

REQUEST FOR EXEMPTION FOR WAIVER OF DOUBLE FENCING RULE

(MUST BE SENT WITH APPLICATION A MINIMUM OF 30 DAYS PRIOR TO THE DATE OF THE EVENT)

WHY DOUBLE FENCING IS NOT AVAILABLE Size and layout of grounds

TYPE OF FENCING TO BE USED None

HEIGHT OF FENCING TO BE USED N/A

HOW AREA WILL BE PATROLLED Security by Off-Duty Police

EXPECTED NUMBER OF ATTENDEES 500

DIAGRAM OF PROPOSED AREA:



**APPLICATION FOR A  
SPECIAL DESIGNATED LIQUOR LICENSE**

**POLICE REPORT**

DATE OF COUNCIL MEETING: 05-05-2020 Due to City Clerk: 04-30-2020

APPLICANT: St. Bernadette's Catholic Church

LOCATION/ADDRESS: 7600 South 42nd Street, Bellevue

REQUESTED ACTION: Request for a Special Designated Liquor License to sell beer for their Church Festival, Sunday, July 12, 2020 from 12:00 p.m. to 9:00 p.m.

COMMENTS:

Approved 4-24-20  
Capt. J.A. [Signature]

## Susan Kluthe

---

**From:** Andrew Flanagan <anmflanagan@cox.net>  
**Sent:** Tuesday, April 21, 2020 7:37 PM  
**To:** Susan Kluthe  
**Subject:** 2019 ST. BERNADETTE CHURCH FESTIVAL - SDL APPLICATION FOR APPROVAL  
**Attachments:** STBERNADETTE\_FORM200\_SIGNED.pdf; STBERNADETTE\_FORM201\_SIGNED.pdf;  
STBERNADETTE\_FORM140\_FINAL.pdf

Susan,

Thank you for the taking the time to speak with me today about the SDL application process in our current environment. Attached are the SDL documents for the city's approval. Festival is scheduled for Sunday, July 12th with no makeup date. Typically I go to the city council meeting to represent the church, but if the public is being discouraged from attending let me know.

Let me know if you need anything else.

Thank you,

Andy Flanagan

[anmflanagan@cox.net](mailto:anmflanagan@cox.net)

402-881-5861

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
5/5/2020

COUNCIL MEETING DATE: 04/21/2020		SUBMITTED BY: Tammi Palm	
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 annex Lots 1 through 3, Ramsey's Addition; Lots 1 and 2, Sedlak Addition; Lots 1 and 2, Sparling Gardens; Lots 1 through 4, Thomsen's Subdivision; Lots 1 and 2, Thomsen's Subdivision II; Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.; Tax Lot 11A; Tax Lot 12A; Tax Lots 12B1 and 5B2; Tax Lot 12B2B; Tax Lot 12B2C; Tax Lot 18A; Tax Lot 18B; and Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue.

**SYNOPSIS/BACKGROUND:**

The City is proposing to annex several unincorporated lots adjacent or close to the existing city limits. The annexation package consist of two areas, labeled as Areas 1 and 2. This ordinance pertains to annexation area #1.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

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

**ATTACHMENTS:**

- |                         |                                   |                               |
|-------------------------|-----------------------------------|-------------------------------|
| 1. PC recommendation    | 2. Planning Department Staff memo | 3. Proposed Ordinance and Map |
| 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 Roblins*  
*Tammi Palm*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 21, 2020

REQUEST: Request to annex Lots 1 through 3, Ramsey’s Addition; Lots 1 and 2, Sedlak Addition; Lots 1 and 2, Sparling Gardens; Lots 1 through 4, Thomsen’s Subdivision; Lots 1 and 2, Thomsen’s Subdivision II; Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.; Tax Lot 11A; Tax Lot 12A; Tax Lots 12B1 and 5B2; Tax Lot 12B2B; Tax Lot 12B2C; Tax Lot 18A; Tax Lot 18B; and Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way.

On March 26, 2020 the City of Bellevue Planning Commission voted nine yes, zero no and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: March 26, 2020



## City of Bellevue

Planning Department

1510 Wall Street • Bellevue, Nebraska 68005

(402) 293-3026

**To:** Mayor Hike, City Council, City Administrator Jim Ristow  
**From:** Angela Curry, Assistant Planning Manager  
**Date:** March 27, 2020  
**Subject:** City of Bellevue annexation proposal

The City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. We are proposing the annexation of several unincorporated lots adjacent or close to the existing city limits. The overall annexation package consists of two different areas which have been labeled as Areas 1 and 2.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2021. The current assessed value of the properties in this annexation proposal is \$6,712,266. Based upon the City's current levy, the increase in property tax receipts for the City would be approximately \$41,000; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate. In addition to property tax revenue, the City will receive an additional \$8,070.00 in State Highway Allocation funding, plus other revenue including such things as sales taxes on items delivered to these areas. Estimates of these amounts are not available.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; annexation will also result in the elimination of the levy assessed by the Good Luck Rural Fire Department. Based upon current property tax levies, the net effect of the change in levy will be a levy increase of 0.46736 beginning with taxes payable in 2021. This levy increase will result in a property tax increase of \$701.04 on a property assessed at \$150,000.

Upon the effective date of the annexation residents will begin receiving City services. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits. This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. Most departments indicated the ability to serve these areas with existing resources, however, the Street Department indicated a need for an additional maintenance budget of approximately \$60,000; to be disbursed in increments of \$15,000 over the course of four years.

The City recognizes the need for infrastructure improvements in some of these areas.

The City recognizes the need for infrastructure improvements in some of these areas. Discussions with the City Administrator and Public Works Director indicate that after final action by the Council on the annexation proposals, the City will undertake a comprehensive review of infrastructure needs and develop a long-term plan to address these needs.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

**DEPARTMENT RECOMMENDATION**

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

**PLANNING COMMISSION RECOMMENDATION**


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



City of Bellevue  
Street Department

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

## MEMORANDUM

**To:** Tammi Palm Planning Manager  
**From:** Bobby Riggs  Street Superintendent

**Subject:** March 2020 Annexation Package Review;  
03/26/2020 Planning Commission Meeting

**Date:** March 18, 2020

### I. MANPOWER NEEDS

Minimal, no impact to operations.

### II. EQUIPMENT NEEDS

Minimal, no impact to operations.

### III. DEPARTMENT OPERATIONAL BUDGET

Due to the existing conditions of the roadway along S 42<sup>nd</sup> St, the department will need to prioritize asphalt patching or sectional roadway replacement over the next 3-4 fiscal years. While patching will not greatly impact year 1 needs, moving forward, maintenance funds would need to increase in years 2 through 5 by \$15,000 per year, over and above current funding level needs, to perform full-depth roadway replacement on 42<sup>nd</sup> St to the new corporate limits.

### IV. HIGHWAY ALLOCATION

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate. Fiscal 2019-20 budget – \$5,373,380 for 2019 lane mile levels. This budget forecast factors to \$8,070 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Annexation package – 0.26 lane miles, S 42<sup>nd</sup> St. (Area 1)

12-month anticipated increase to Highway Allocation revenue levels - \$2,098.20.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



## Susan Kluthe

---

**From:** Angela Curry  
**Sent:** Thursday, April 2, 2020 9:42 AM  
**To:** Susan Kluthe  
**Cc:** Tammi Palm  
**Subject:** Planning Department Annexation Attachment  
**Attachments:** wallstcopier@bellevue.net\_20200402\_085641.pdf

Good morning Susan,

Please include the attached letter with our Area #1 annexation material.

Thank you!

Angela

*Angela Curry*  
Assistant Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3032

I live at 8456 S. 42<sup>nd</sup> St and am stating my objections to the proposed annexation by Bellevue NE.

In reviewing some of the recent Bellevue annexation attempts, I conclude that raising objections is futile with the Bellevue City Council. It seems that no matter how unhappy residents are or what objections they provide, the City Council ignores them. Therefore, I conclude this annexation is a "done deal" and my input will be for naught.

Nevertheless, I wish to go on record to voice my concerns:

1. Being on a fixed income, I do not need/want my taxes to increase!

"The city is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also a natural part of the growth of a city..."

Yes, it is financially in the city's best interest to annex – Bellevue will get more revenue. But at what cost? My taxes will go up over \$1000 per year

"... It is a natural part of the growth of a city..." I know of no "natural" reason Bellevue needs to grow. I have been very satisfied with the services of Sarpy County. Furthermore, I contend our area has never had a "a unity of interests with Bellevue and have never been nor wanted to be, part of Bellevue."

2. It is simply not right to increase taxes during this economic downturn!

Businesses are closing, people are losing jobs, productivity is significantly declining, our GDP is shrinking, the stock market is fluctuating, people are being quarantined or sheltering in place, etc. The federal government is taking drastic measures to offset the financial hardships of the American people by giving money to individuals. Yet Bellevue sees fit to take money away from people. You are thwarting the efforts of the President and Congress. This is absolutely the most inappropriate time to increase taxes on people. And to think the rationale is simply to increase Bellevue's revenue and expand the city. Perhaps financial "belt tightening" and appreciating your current boundaries would suffice.

3. Future concerns

Annexation could raise some serious issues in the future: road widening (loss of yard), extension of 42<sup>nd</sup> street (more undesirable traffic), sewer connections (vice septic tanks, additional costs), sidewalks (not needed), streetlights (not wanted) etc. Such unknowns are worrisome and therefore undesirable.

I do recognize the potential benefit of paving South 42<sup>nd</sup> Street with the proposed annexation. Nevertheless, I would rather wait for Sarpy County to address the situation than pay additional taxes.

Finally, I don't believe the advantages of annexation to Bellevue and the prospective new Bellevue residents, outweigh the disadvantages/hardships to the people being annexed.

Lawrence Ramsey

RECEIVED

MAR 25 2020

PLANNING DEPT.

ORDINANCE NO. 3993

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Lots 1 through 3, Ramsey's Addition;

Lots 1 and 2, Sedlak Addition;

Lots 1 and 2, Sparling Gardens;

Lots 1 through 4, Thomsen's Subdivision;

Lots 1 and 2, Thomsen's Subdivision II;

Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6<sup>th</sup> P.M.;

Tax Lot 11A, Tax Lot 12A, Tax Lots 12B1 and 5B2, Tax Lot 12B2B, Tax Lot 12B2C, Tax Lot 18A, Tax Lot 18B, Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6<sup>th</sup> P.M.;

and all abutting county road rights-of-way.

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

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

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

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

Section 2. This ordinance shall become effective after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

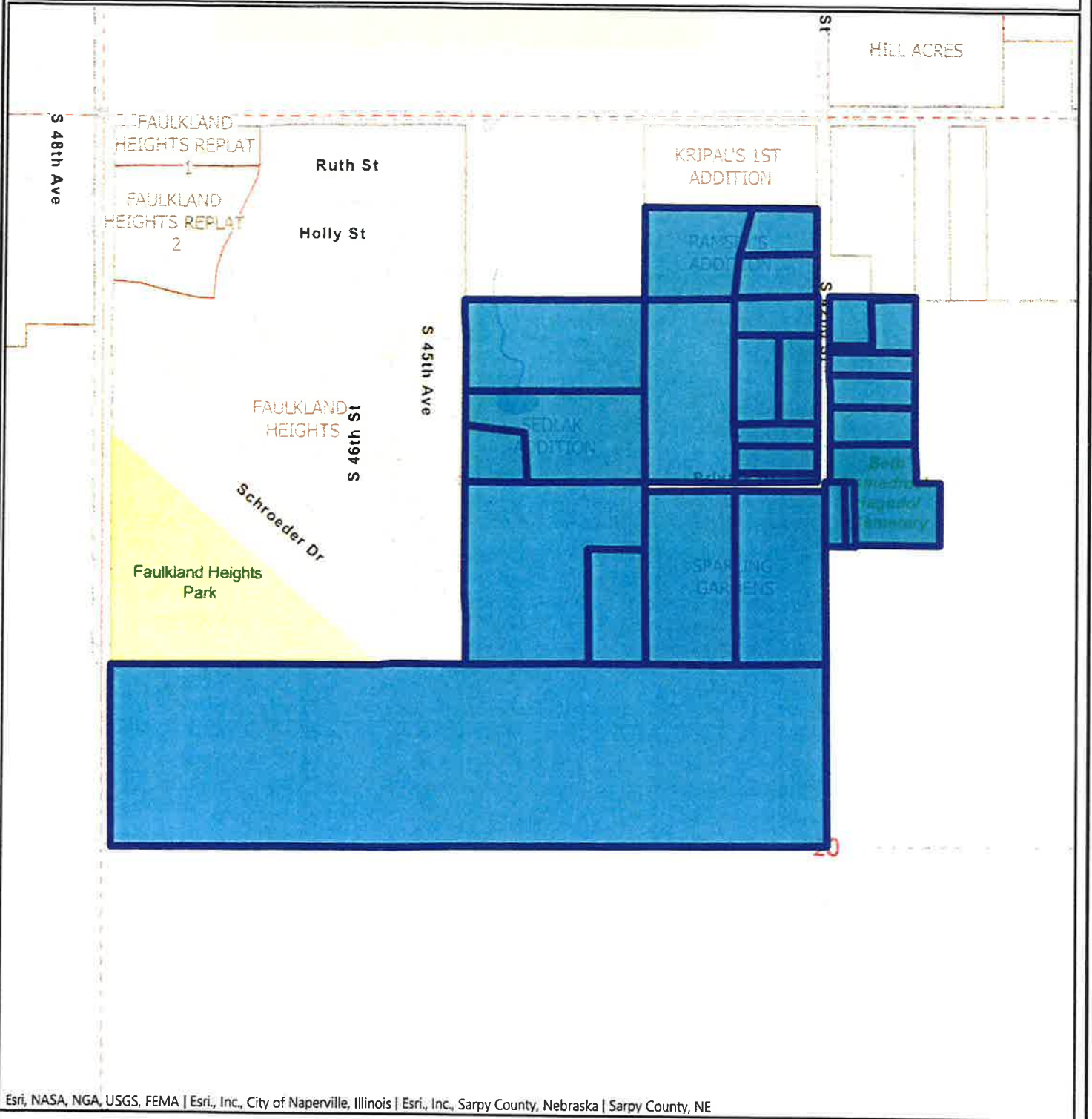
\_\_\_\_\_  
Mayor

First Reading: 04/07/2020

Second Reading: 04/21/2020

Third Reading: 05/05/2020

# Annexation Area # 1



Esri, NASA, NGA, USGS, FEMA | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE

### Notes



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.



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

**11b.  
5/5/2020**

COUNCIL MEETING DATE: 04/21/2020		SUBMITTED BY: Tammi Palm		
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 annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher's Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher's Subdivision; and Lots 6 through 10, Block 3, Zurcher's Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue.

**SYNOPSIS/BACKGROUND:**

The City is proposing to annex several unincorporated lots adjacent or close to the existing city limits. The annexation package consist of two areas, labeled as Areas 1 and 2. This ordinance pertains to annexation area #2.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

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

**ATTACHMENTS:**

- |                         |                                   |                               |
|-------------------------|-----------------------------------|-------------------------------|
| 1. PC recommendation    | 2. Planning Department Staff memo | 3. Proposed Ordinance and Map |
| 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 Roblins*  


# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 21, 2020

REQUEST: Request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher’s Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher’s 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher’s Subdivision; and Lots 6 through 10, Block 3, Zurcher’s Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way.

On March 26, 2020 the City of Bellevue Planning Commission voted nine yes, zero no and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: March 26, 2020



City of Bellevue  
Planning Department  
1510 Wall Street • Bellevue, Nebraska 68005  
(402) 293-3026

**To:** Mayor Hike, City Council, City Administrator Jim Ristow  
**From:** Angela Curry, Assistant Planning Manager  
**Date:** March 27, 2020  
**Subject:** City of Bellevue annexation proposal

The City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. We are proposing the annexation of several unincorporated lots adjacent or close to the existing city limits. The overall annexation package consists of two different areas which have been labeled as Areas 1 and 2.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2021. The current assessed value of the properties in this annexation proposal is \$6,712,266. Based upon the City's current levy, the increase in property tax receipts for the City would be approximately \$41,000; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate. In addition to property tax revenue, the City will receive an additional \$8,070.00 in State Highway Allocation funding, plus other revenue including such things as sales taxes on items delivered to these areas. Estimates of these amounts are not available.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; annexation will also result in the elimination of the levy assessed by the Good Luck Rural Fire Department. Based upon current property tax levies, the net effect of the change in levy will be a levy increase of 0.46736 beginning with taxes payable in 2021. This levy increase will result in a property tax increase of \$701.04 on a property assessed at \$150,000.

Upon the effective date of the annexation residents will begin receiving City services. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits. This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. Most departments indicated the ability to serve these areas with existing resources, however, the Street Department indicated a need for an additional maintenance budget of approximately \$60,000; to be disbursed in increments of \$15,000 over the course of four years.

The City recognizes the need for infrastructure improvements in some of these areas.

The City recognizes the need for infrastructure improvements in some of these areas. Discussions with the City Administrator and Public Works Director indicate that after final action by the Council on the annexation proposals, the City will undertake a comprehensive review of infrastructure needs and develop a long-term plan to address these needs.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

**DEPARTMENT RECOMMENDATION**

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

**PLANNING COMMISSION RECOMMENDATION**


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



City of Bellevue  
Street Department

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

**MEMORANDUM**

**To:** Tammi Palm Planning Manager  
**From:** Bobby Riggs  Street Superintendent  
**Subject:** March 2020 Annexation Package Review;  
03/26/2020 Planning Commission Meeting  
**Date:** March 18, 2020

**I. MANPOWER NEEDS**

Minimal, no impact to operations.

**II. EQUIPMENT NEEDS**

Minimal, no impact to operations.

**III. DEPARTMENT OPERATIONAL BUDGET**

Due to the existing conditions of the roadway along s 42<sup>nd</sup> St, the department will need to prioritize asphalt patching or sectional roadway replacement over the next 3-4 fiscal years. While patching will not greatly impact year 1 needs, moving forward, maintenance funds would need to increase in years 2 through 5 by \$15,000 per year, over and above current funding level needs, to perform full-depth roadway replacement on 42<sup>nd</sup> St to the new corporate limits.

**IV. HIGHWAY ALLOCATION**

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate. Fiscal 2019-20 budget – \$5,373,380 for 2019 lane mile levels. This budget forecast factors to \$8,070 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

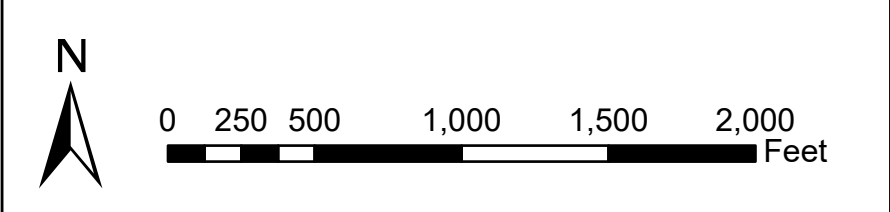
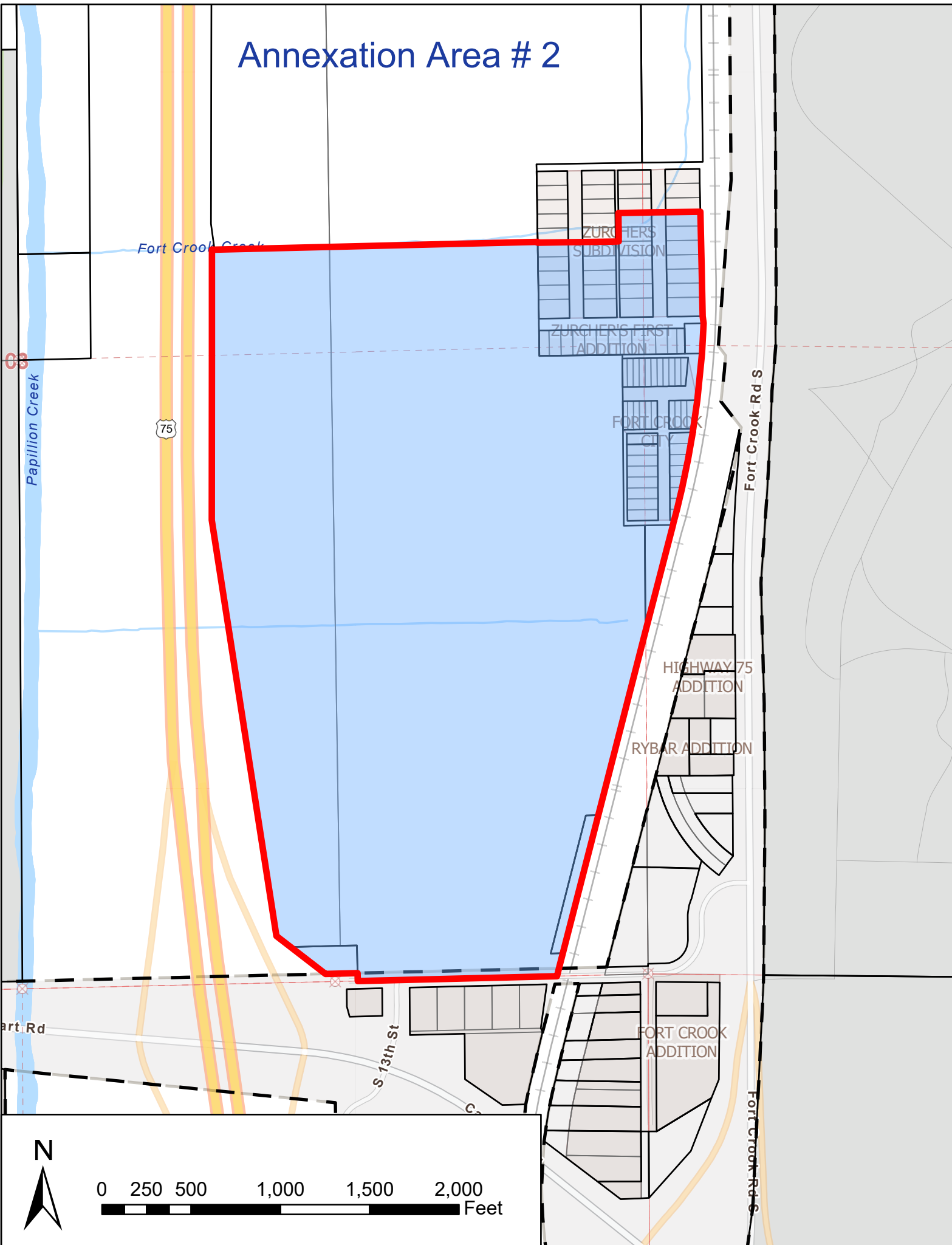
Annexation package – 0.26 lane miles, S 42<sup>nd</sup> St. (Area 1)

12-month anticipated increase to Highway Allocation revenue levels - \$2,098.20.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



# Annexation Area # 2



ORDINANCE NO. 3994

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Lots 1 through 6, Block 3, Fort Crook City;

Lots 20 through 26, Block 3, Fort Crook City;

Lot 27, Block 3, Fort Crook City;

Lots 4 through 10, Block 1, Zurcher's Subdivision;

Lots 1 through 11, Block 1, Fort Crook City;

Lots 1 through 12, Block 4, Fort Crook City;

Lots 1 through 13, Zurcher's 1<sup>st</sup> Addition to Fort Crook City;

Lots 4 through 15, Block 2, Zurcher's Subdivision;

Lots 6 through 10, Block 3, Zurcher's Subdivision;

Tax Lot 5B, Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast  $\frac{1}{4}$  of Section 3, T13N, R13E of the 6<sup>th</sup> P.M.;

Tax Lot A; located in the Northwest  $\frac{1}{4}$  of Section 2, T13N, R13E of the 6<sup>th</sup> P.M.;

Tax Lot C; located in the Southwest  $\frac{1}{4}$  of Section 2, T13N, R13E of the 6<sup>th</sup> P.M.;

and all abutting county road rights-of-way.

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

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

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

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

regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

**S**ection 2. This ordinance shall become effective after its passage, approval, and publication according to law.

**A**DOPTEED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

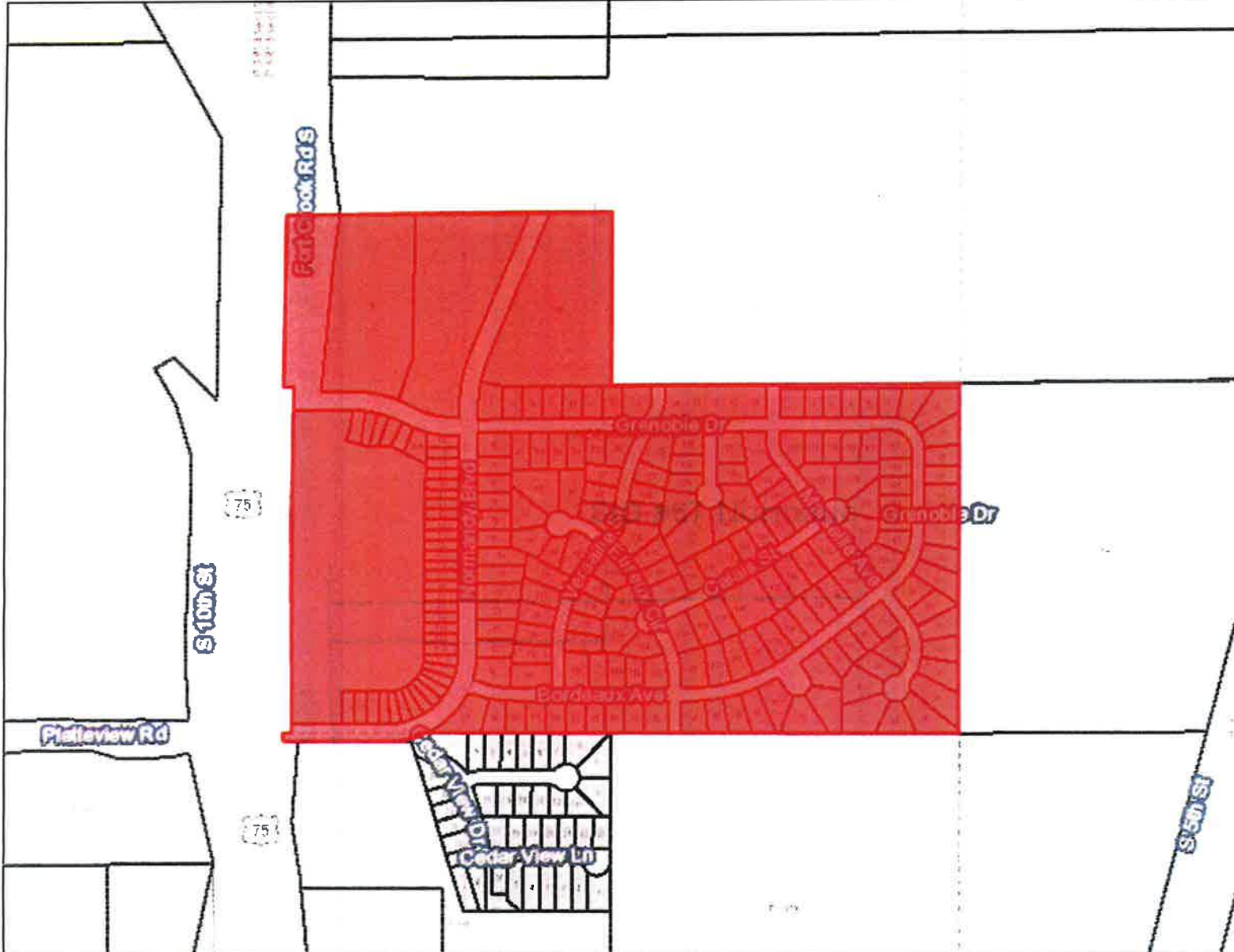
ATTEST

\_\_\_\_\_  
City Clerk

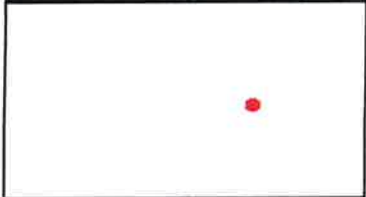
\_\_\_\_\_  
Mayor

First Reading: 04/07/2020  
Second Reading: 04/21/2020  
Third Reading: 05/05/2020

# SID #67 Normandy Hills



## Location



## Legend

Road Centerlines



1:6,642

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

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

ORDINANCE NO. 3966

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS, AND SHOWN ON THE ATTACHED MAP, TO WIT:

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

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: 09/03/2019  
Second Reading: 09/17/2019  
Third Reading: 10/01/2019, 12/03/2019,  
02/04/2019, 3/17/2019

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

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

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero absent to recommend:

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

VOTE:

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

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



## City of Bellevue

Office of the Planning Department

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

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

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

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

### **FINANCIAL ANALYSIS**

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

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

unincorporated lots will add another \$968,817 of valuation and \$5,910 of tax revenue to the annexation package. A chart showing figures for the individual SIDs is attached for your review.

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

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

### **DEMOGRAPHICS**

The areas proposed for annexation consist of 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 is based upon the 2010 Census average household size of 2.62 persons per dwelling unit.

### **DEPARTMENT REVIEW**

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

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

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; equipment and personnel needs difficult to determine until full demand for services is seen; depending upon demand, transportation service routes may have to be adjusted in order to not add an additional route

Wastewater—awaiting report

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

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

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

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

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

Police—analyzed calls for service for all SIDs currently under consideration for annexation; data showed a potential increase of 7% in calls for service; to maintain current service levels, the addition of seven sworn officers, one non-sworn code officer, and three vehicles would be necessary; the SIDs in this annexation proposal represent approximately 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle would be necessary as a result of this annexation

### AFFECT ON ANNEXED AREAS

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

### Property taxes

The overall property tax levy will decrease for most new residents of the City as shown in the chart below, only SID #289 would show a slight increase in property taxes (based upon current levy amounts). In determining future taxes, the levies for the SID and the fire districts were removed and replaced with the City tax levy. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

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

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

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

#### Sales Taxes

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

#### Trash pick-up

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

#### School Districts

The annexation has no effect on school district boundaries.

#### Post Office/Zip Code

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

#### Planning, Zoning, Building Permits

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

#### Wastewater

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

#### Pets

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

#### Other

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

**PLANNING DEPARTMENT RECOMMENDATION**

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

**PLANNING COMMISSION RECOMMENDATION**

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

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



## City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

### Memo

**To:** Chris Shewchuk, Planning Director

**From:** Julie Dinville, Library Director

**Date:** 8/15/2019

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

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named areas. Even with the inactive memberships removed, this will have a significant effect on our non-resident membership revenues per year (a household membership is \$40.00 annually).

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

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. Our Children's Department is run by one full-time and one 25-hour/week assistant. If we continue to add families to our membership, the library would need to increase staff hours, either by hiring an additional part-time person, or by making our assistant full-time and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

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



## MEMORANDUM

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

### **I. SID Areas**

#### *Lane Mile Additions*

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



## **II. MANPOWER NEEDS**

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

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

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

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

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

## **III. EQUIPMENT NEEDS**

*Snow removal, route equipment*

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

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

*\*Please note - this number is in addition to anticipated replacement of current, aging snow clearing equipment submitted for the upcoming FY19-20 budget*

## **IV. DEPARTMENT OPERATIONAL BUDGET**

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

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

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

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

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

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





## V. HIGHWAY ALLOCATION

### *Projected revenue increase*

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

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

Part 2 annexation package - 45.12 lane miles

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

## Chris Shewchuk

---

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

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

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

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

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

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

Thanks.

Chris

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

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

## Chris Shewchuk

---

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

Chris,

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

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

---

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

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

Thanks.

Chris

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

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

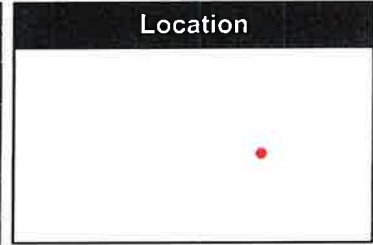
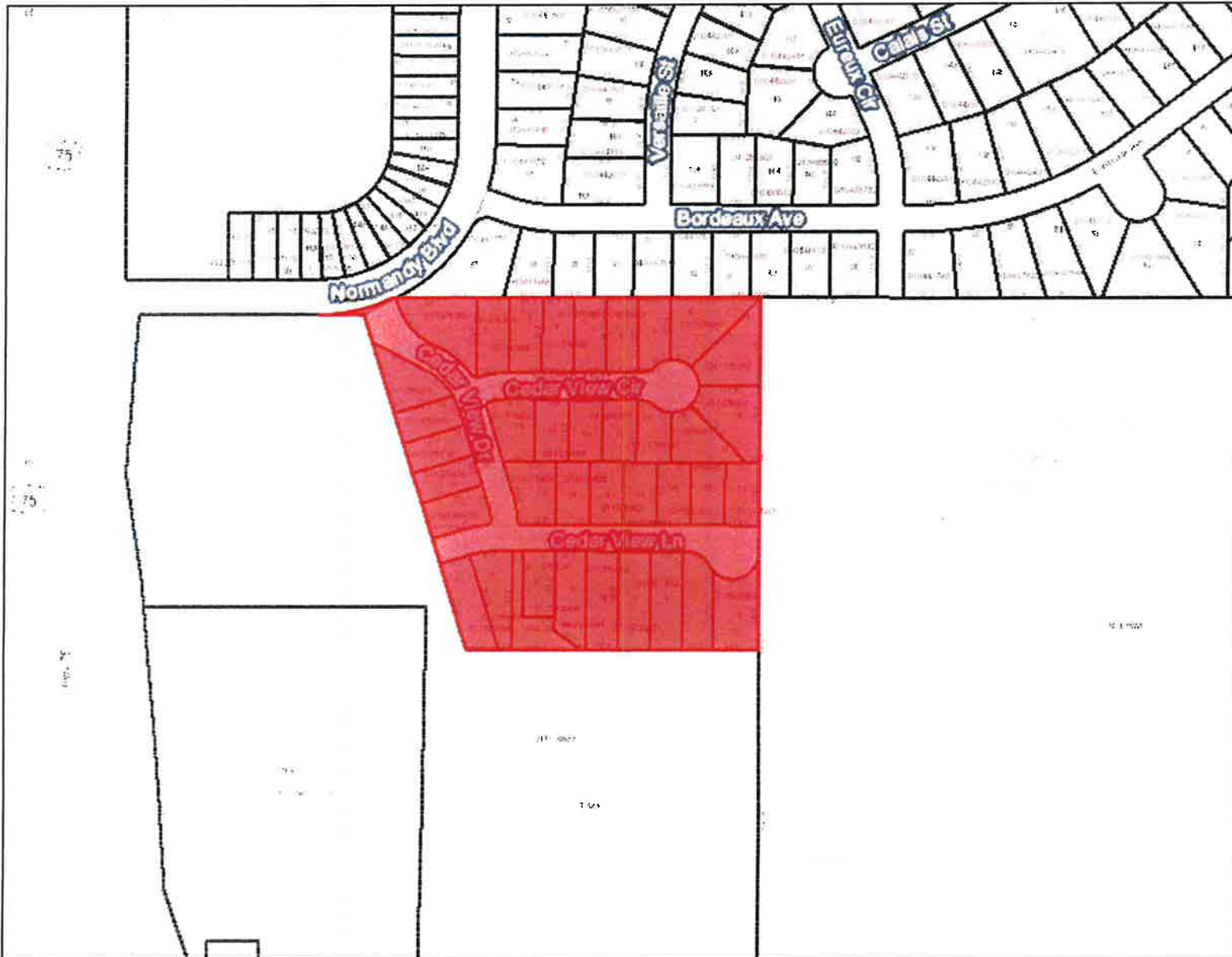
All:

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

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

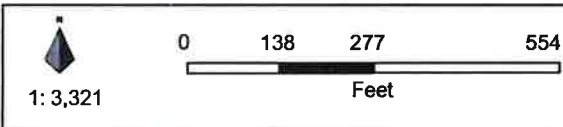
Maps of each of these SIDs are attached.

# SID #242 Cedar View



Legend

Road Centerlines



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

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

ORDINANCE NO. 3970

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS, AND SHOWN ON THE ATTACHED MAP, TO WIT:

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

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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

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

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: 09/03/2019  
Second Reading: 09/17/2019  
Third Reading: 10/01/2019, 12/03/2019,  
02/04/2019, 3/17/2019,

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: September 17, 2019

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

On August 22, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero absent to recommend:

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

VOTE:

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

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



## City of Bellevue

Office of the Planning Department

**To:** City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow

**From:** Chris Shewchuk, Planning Director *CS*

**Date:** August 27, 2019

**Subject:** City of Bellevue annexation proposal

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

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SID #279	Spring Creek	SID #280	Kennedy Town Center
SID #289	Colonial Pointe		

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

### FINANCIAL ANALYSIS

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

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

unincorporated lots will add another \$968,817 of valuation and \$5,910 of tax revenue to the annexation package. A chart showing figures for the individual SIDs is attached for your review.

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

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

### **DEMOGRAPHICS**

The areas proposed for annexation consist of 1,842 parcels and 2,211 dwelling units, including apartments. The population estimate of 5,793 is based upon the 2010 Census average household size of 2.62 persons per dwelling unit.

### **DEPARTMENT REVIEW**

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

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

Human Resources/Human Services—increased demand for transportation services and additional fuel costs; equipment and personnel needs difficult to determine until full demand for services is seen; depending upon demand, transportation service routes may have to be adjusted in order to not add an additional route

Wastewater—awaiting report

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

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

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

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

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

Police—analyzed calls for service for all SIDs currently under consideration for annexation; data showed a potential increase of 7% in calls for service; to maintain current service levels, the addition of seven sworn officers, one non-sworn code officer, and three vehicles would be necessary; the SIDs in this annexation proposal represent approximately 48% of the potential increase in calls for service, therefore an additional four personnel and one vehicle would be necessary as a result of this annexation

### AFFECT ON ANNEXED AREAS

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

### Property taxes

The overall property tax levy will decrease for most new residents of the City as shown in the chart below, only SID #289 would show a slight increase in property taxes (based upon current levy amounts). In determining future taxes, the levies for the SID and the fire districts were removed and replaced with the City tax levy. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

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

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

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

#### Sales Taxes

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

#### Trash pick-up

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

#### School Districts

The annexation has no effect on school district boundaries.

#### Post Office/Zip Code

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

#### Planning, Zoning, Building Permits

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

#### Wastewater

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

#### Pets

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

#### Other

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

**PLANNING DEPARTMENT RECOMMENDATION**

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

**PLANNING COMMISSION RECOMMENDATION**

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

<u>SID #</u>	<u>SID NAME</u>	<u>BONDED DEBT</u>	<u>DEBT SERVICE</u>	<u>2019 VALUATION</u>	<u>CITY TAX REVENUE</u>	<u>TAX REVENUE MINUS DEBT SERVICE</u>	<u>CASH AND INVESTMENTS</u>
67	Normandy Hills	\$0	\$0	\$38,126,428	\$232,571	\$232,571	\$412,163
180	Lakewood Villages	\$11,005,000	\$855,000	\$223,817,280	\$1,365,285	\$510,285	\$1,620,272
208	Sunrise (Phase III and IV)	\$1,070,000	\$218,000	\$56,957,239	\$347,439	\$129,439	\$377,005
215	Piper's Glen	\$3,350,000	\$265,000	\$82,196,378	\$501,398	\$236,398	\$355,898
242	Cedar View	\$80,000	\$12,000	\$7,458,599	\$45,497	\$33,497	\$70,185
269	Orchard Valley	\$265,000	\$25,000	\$7,463,663	\$45,537	\$20,537	\$38,668
279	Spring Creek	\$780,000	\$80,000	\$23,568,037	\$143,765	\$63,765	\$193,987
280	Kennedy Town Center	\$2,055,000	\$130,000	\$27,870,951	\$170,013	\$40,013	\$253,359
289	Colonial Pointe	\$980,000	\$90,000	\$23,475,474	\$143,200	\$53,200	\$143,019
	TOTALS	\$19,585,000	\$1,675,000	\$490,935,449	\$2,984,706	\$1,319,706	\$3,466,555



## City of Bellevue

BelleVue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

### Memo

**To:** Chris Shewchuk, Planning Director

**From:** Julie Dinville, Library Director

**Date:** 8/15/2019

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

The approximate population of about 5,500 persons has been estimated in all the SIDs concerned (including Normandy Hills and Cedar View). We estimate that we have approximately 1,951 membership cards to these newly named areas. Even with the inactive memberships removed, this will have a significant effect on our non-resident membership revenues per year (a household membership is \$40.00 annually).

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

High-demand programs such as our Summer Library Program for children continue to put stress on our staff members. We are already planning 44 programs in four weeks in our Children's Department alone in September. Our Children's Department is run by one full-time and one 25-hour/week assistant. If we continue to add families to our membership, the library would need to increase staff hours, either by hiring an additional part-time person, or by making our assistant full-time and consider making our part-time Young Adult Librarian full-time. Other programming departments would also be stretched, and additional personnel might have to be considered in the future.

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



Error! Main Document Only. City of Bellevue

Street Department

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

## MEMORANDUM

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

### **I. SID Areas**

#### *Lane Mile Additions*

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

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





## **II. MANPOWER NEEDS**

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

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

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

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

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

## **III. EQUIPMENT NEEDS**

*Snow removal, route equipment*

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

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

*\*Please note - this number is in addition to anticipated replacement of current, aging snow clearing equipment submitted for the upcoming FY19-20 budget*

## **IV. DEPARTMENT OPERATIONAL BUDGET**

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

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

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

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

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

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





## V. HIGHWAY ALLOCATION

### *Projected revenue increase*

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

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

Part 2 annexation package - 45.12 lane miles

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

## Chris Shewchuk

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

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

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

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

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

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

Thanks.

Chris

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

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

## Chris Shewchuk

---

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

Chris,

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

Total Open Space & Park Acres - 35 acres

Trails & Tree maintenance

1 - Lake

5 - Playgrounds

3 - Sports Courts

Thanks,

Jim

---

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

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

Thanks.

Chris

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

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

All:

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

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

Maps of each of these SIDs are attached.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

5/5/2020  
13a.

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

SUBJECT:

Request to rezone Tax Lots 2A and 2B, located in the Northwest 1/4 of Section 21, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to RE for the purpose of facilitating the construction of 50' x 60' barn structure. Applicants: John and Alyssa Buettner. General Location: 8405 S. 36th Street. Case #: Z-2003-04.

SYNOPSIS/BACKGROUND:

John and Alyssa Buettner have requested a rezoning on their property at 8405 S. 36th Street from RS-72 to RE to facilitate the construction of a 50' x 60' barn structure. The Buettners property consists of approximately 10 acres, and the requested zoning is compatible with the adjacent acreage properties.

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 request.

ATTACHMENTS:

1.
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Hoblins*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: John and Alyssa Buettner

LOCATION: 8405 South 36<sup>th</sup> Street

CASE #: Z-2003-04

CITY COUNCIL HEARING DATE: May 19, 2020

REQUEST: to rezone Tax Lots 2A and 2B, located in the Northwest ¼ of Section 21, T14N, R13E, from RS-72 to RE for the purpose of facilitating the construction of a 50' x 60' barn structure.

On April 23, 2020 the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

**APPROVAL** of the request to rezone Tax Lots 2A and 2B, located in the Northwest ¼ of Section 21, T14N, R13E, from RS-72 to RE for the purpose of facilitating the construction of a 50' x 60' barn structure.

VOTE:

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

Planning Commission Hearing (s) was held on: April 23, 2019

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

**CASE NUMBER:** Z-2003-04

**FOR HEARING OF:**

**REPORT #1:** April 23, 2020

**REPORT #2:** May 19, 2020

### **I. GENERAL INFORMATION**

#### **A. APPLICANTS:**

John and Alyssa Buettner  
8405 South 36<sup>th</sup> Street  
Bellevue, NE 68147

#### **B. PROPERTY OWNERS:**

John and Alyssa Buettner  
8405 South 36<sup>th</sup> Street  
Bellevue, NE 68147

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

8405 South 36<sup>th</sup> Street

#### **D. LEGAL DESCRIPTION:**

Tax Lots 2A and 2B, located in the Northwest  $\frac{1}{4}$  of Section 21, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

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

Rezone Tax Lots 2A and 2B, from RS-72 to RE

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

RS-72, Single-Family Residential

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning in order to facilitate the construction of a barn measuring 50' x 60'.

**H. SIZE OF SITE:**

The site is approximately 9.46 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

A single-family residential building is presently developed on this site. The building was constructed in 1920.

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

- 1. **North:** Single-family residential / RS-72
- 2. **East:** Single-family residential / RS-72
- 3. **South:** Single-family residential / RS-72, RE
- 4. **West:** Single-family residential / RS-72

**C. REVELANT CASE HISTORY:**

- 1. On April 23, 2020, the Planning Commission recommended approval of a request to rezone Tax Lots 2A and 2B, located in the Northwest ¼ of Section 21, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, from RS-72 to RE, for the purpose of facilitating the construction of a 50' x 60' barn structure.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan shows this area as low density residential.

**B. OTHER PLANS:**

The applicant has indicated the desire to construct a barn measuring 50' x 60'.

**C. TRAFFIC AND ACCESS:**

1. There is no traffic data information available for this area.
2. This property has access from South 36<sup>th</sup> Street.

**D. UTILITIES:**

All utilities are available to this location.

**E. ANALYSIS:**

1. John and Alyssa Buettner have submitted a request to rezone Tax Lots 2A and 2B for the purpose of facilitating the construction of a barn measuring 50' x 60'.
2. The property is presently zoned RS-72 (Single-family residential, 7,200 Square Foot Minimum). The applicants are requesting a change of zone to RE (Residential Estates), which requires a minimum lot size of one acre. The property is 9.46 acres. The applicant's property meets the minimum requirements for the RE zoning district.
3. The applicants have indicated a change of zone will allow them to conform with other acreages in the area.
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, 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.

No comments were received in this case.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon 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**

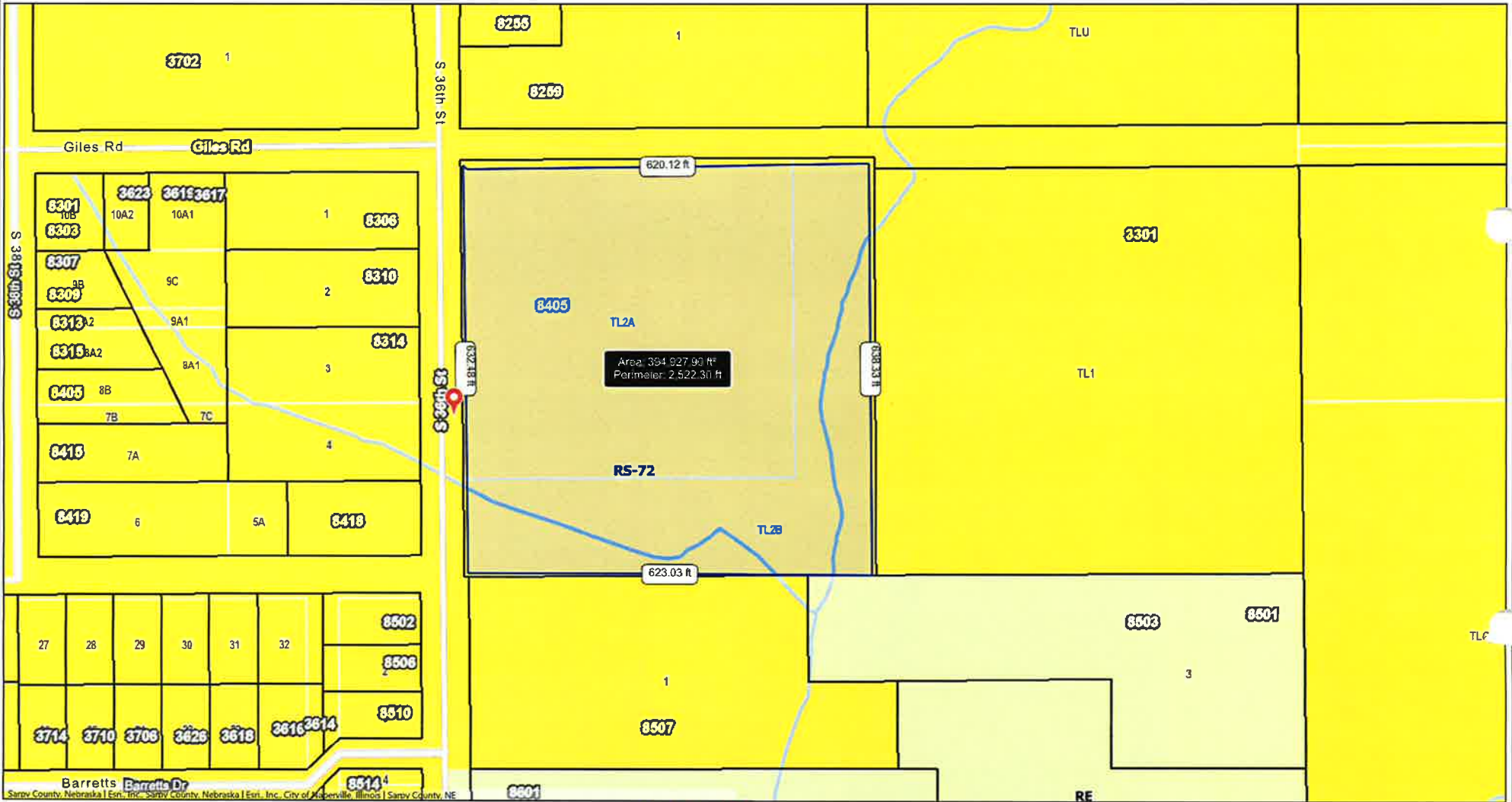
1. Zoning Map
2. GIS aerial of the property
3. Justification letter received from Alyssa Buettner on March 18, 2020.

**VII. COPIES OF REPORT TO:**

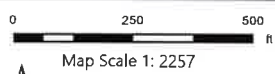
1. John and Alyssa Buettner
2. Public Upon Request

  
Prepared by: Assistant Planning Manager      Date of Report 4/28/20

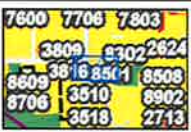
  
Planning Manager



Area: 394 927.93 ft<sup>2</sup>  
Perimeter: 2,522.30 ft



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



Notes



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

Map Scale 1: 2257

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Notes



To whom it may concern,

We would like to rezone our property from Residential to Residential Estate. We have 9.46 acres of land and several outbuildings. After speaking with representatives in the zoning office, we were advised to rezone to Residential Estate to be in-line with other acreages in the area. This change would not only bring the size of the existing buildings under code, but allow us the potential of building a barn of up to 3000ft<sup>2</sup>.

Any other questions, please feel free to contact me or my husband.

Alyssa: (402) 332-6063

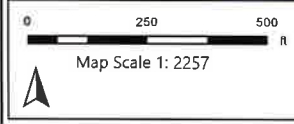
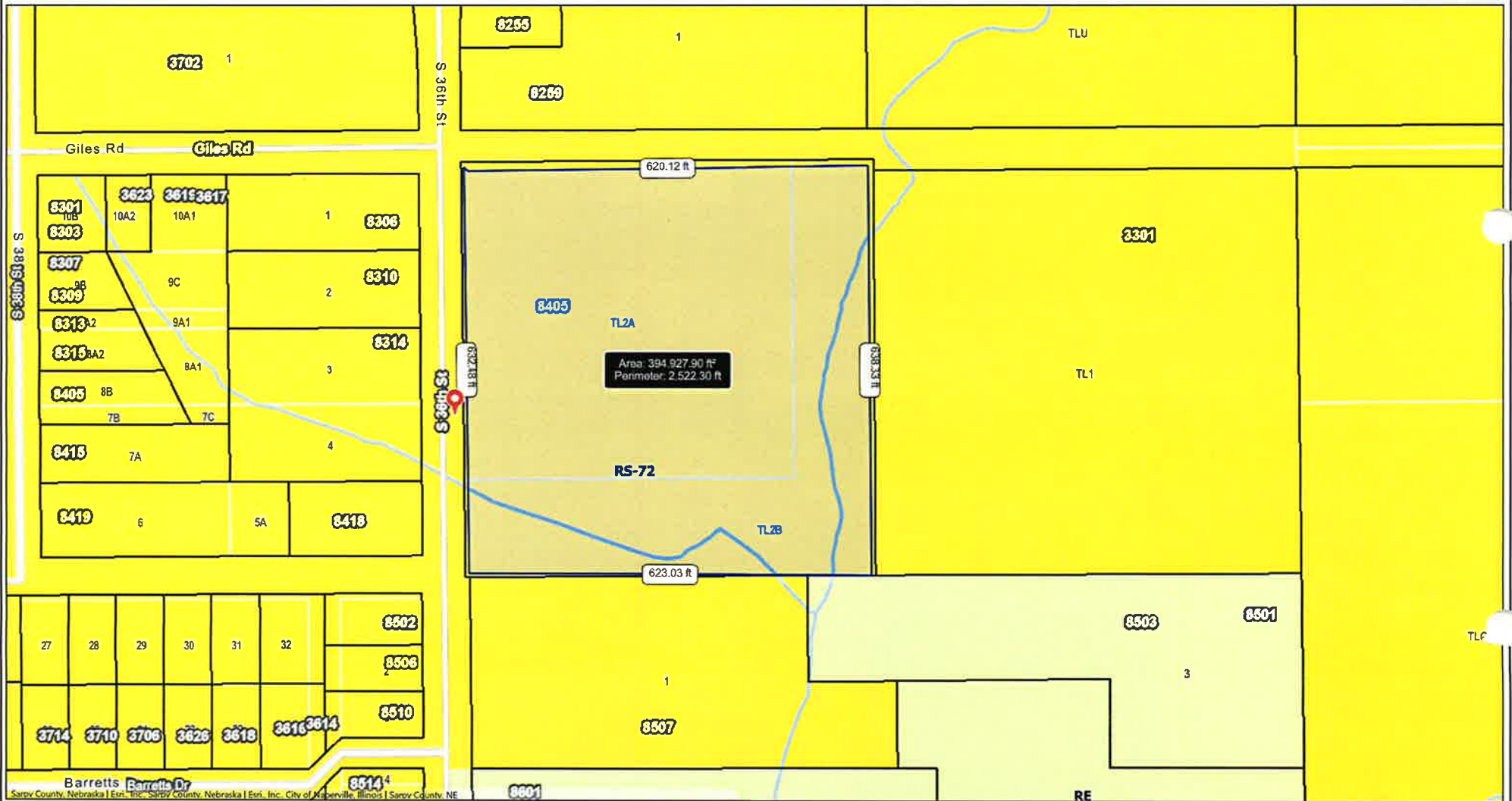
John: (402) (309) 9742

Thank you!  
*Alyssa Zettner*

RECEIVED

MAR 18 2020

PLANNING DEPT.



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7600	7706	7503
3909	8302	2624
8609	3816	8501
8706	3510	8902
	3518	2713

Notes



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Notes



ORDINANCE NO. 3995

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 8405 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 3, of Ordinance No. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Tax Lots 2A and 2B, located in the Northwest ¼ of Section 21, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From RS-72 (Single Family Residential) to RE (Residential Estates)

(John and Alyssa Buettner)

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 \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: 05/05/2020  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

5/5/2020  
15a.

COUNCIL MEETING DATE: 05/05/2020		SUBMITTED BY: Legal		
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:

Small Wireless Facilities by Telecommunications Companies Fee Schedule

SYNOPSIS/BACKGROUND:

Ordinance #3886 was passed Amending Bellevue Municipal Code by Adding a New Section 8.14 regarding Small Wireless Facilities and regulating the city's processing of applications for the deployment of small wireless facilities by telecommunications companies. A resolution is required amending the Master Fee Schedule to include application fees for the deployment of small wireless facilities.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING, DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Authorize Mayor to sign the Resolution Amending the Master Fee Schedule to include application fees for the deployment of small wireless facilities.

ATTACHMENTS:

1. Master Fee Schedule - Redlined
2. Master Fee Schedule - Clean
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bryx Roblin*  
*[Signature]*  
*[Signature]*

**RESOLUTION NO. 2020-20**

**WHEREAS**, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

**WHEREAS**, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

**WHEREAS**, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City,

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. 2018-04 passed February 12, 2018, -22 passed August 27, 2018, is amended as follows:

**MASTER FEE SCHEDULE**

**BUILDING & USE FEES**

Arterial Street Improvement Program (“ASIP”) fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue’s Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

Building Permit

Building, Plumbing, Mechanical,  
Electrical and Grading

1997 Uniform Administrative Code  
fees as amended

Penalty Fee	4x regular permit fee
Refund Policy	Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code; NO refund will be given after 180 days.
Pre-connect deposit fees	\$500
Penalty Fee 2 <sup>nd</sup> revocation	\$1,500
Penalty Fee 3 <sup>rd</sup> revocation	\$5,000
<b>Papio Creek and South Sarpy Watershed Partnership Fees</b> (Effective July 1, 2018 – June 30, 2019)	
Residential – up to a four-plex	\$908 per dwelling unit
Multi-family – greater than a four-plex	\$3,995 per gross acre
Commercial and Industrial	\$4,842 per gross acre
<p>These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.</p>	
<b>Plan Review Fee (New Construction)</b>	
Commercial	25% of building permit fee
<b>Demolition of Building Permit (\$25,000 bond for each)</b>	
Residential accessory structures less than 1200 square feet	\$40
One and two family dwellings	Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code
Non-residential structures	Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code
Building Moving Permit (120 sq. ft. or greater)	\$25
Sheds	Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.

**FIRE ALARM/FIRE EXTINGUISHING SYSTEMS FEES**

Smoke Detectors (low voltage)	\$1.10 each
Pull Stations	\$1.10 each
Heat Detectors	\$1.10 each
Water Flow Switches	\$1.10 each
Tamper Switches	\$1.10 each
Panel/Circuit Connections	\$4.75 each
Remote Annunciators	\$1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$7.25 each

**CITY LICENSE - PLUMBING; MECHANICAL; SEWER; CONTRACTOR**

License Fees

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
Apprentice Plumber	\$25 initial/\$25 renewal
Late Renewal Fees after Expiration of License Master & Journeyman Plumber/ Master & Journeyman Mechanical/ Sewer Layer / Lawn Sprinkler Contractor & Installer	\$20 per month or part of, up to 3 mos.
Reinstatement fee for all Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X 2
Special Master Mechanical/Plumber (1 job only)	\$150
Class A General Contractor Unlimited	\$250 per year
Class B General Contractor Limited	\$200 per year
Class C Residential Contractor Unlimited	\$100 per year
Class D Residential Contractor Limited	\$ 75 per year
Class E Roofing Contractor Unlimited	\$ 50 per year
Late Contractor Renewal Fees after Expiration of License	
Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months Class
C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months

Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months
Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	\$1,000
Class B General Contractor Limited	\$1,000
Class C Residential Contractor Unlimited	\$ 500
Class D Residential Contractor Limited	\$ 200
Class E Roofing Contractor Unlimited	\$ 100
Decorative Appliance/Gas Log Contractor	\$75 (1 time fee, no renewal fee)
Decorative Appliance/Gas Log Installer	\$25 (1 time fee, no renewal fee)
Water Conditioning Contractor	\$75 (1 time fee, no renewal fee)
Water Conditioning Installer	\$25 (1 time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	\$84.25
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & re-roof)	\$40
Single Family Siding Permits	\$25
<b><u>CURB CUT AND GRINDING</u></b>	
Permit fee with curb requiring cut plus the 4' apron on each side done by City or Contractor	\$25 + \$17.50 per sq. ft. of cut to 6 ft. additional 10% per foot beyond 6 ft.
Extended Permit & Subsequent Extended Permits	\$200
Winter Charge	additional 10% for cuts or grinds from November 15 <sup>th</sup> to April 1 <sup>st</sup>
Request for Waiver (sidewalk construction/repair)	\$30
<b><u>FIRE AND RESCUE SQUAD FEES</u></b>	
Basic Life Support, Non-Emergency (BLS)	\$365.00
Basic Life Support, Emergency (BLS – Emergency)	\$650.00
Advanced Life Support, Non-Emergency (ALS)	\$475.00
Advanced Life Support, Emergency Level I (ALS1)	\$750.00
Advanced Life Support, Emergency Level 2 (ALS2)	\$950.00
Specialty Care Transport (SCT)	\$765.00
Treat and Release	\$ 75.00
Mileages (loaded miles)	\$15.00
Haz-Mat Fees	fee based on materials, equipment and manpower per call
EMS Patient Care Report	\$20.00 handling fee + .50 per page copying fee

**FIRE TRAINING FACILITY FEES**

**Training Tower Only**

**TMA Fee / Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year  
10-4 Hour Schedule Events Per Year  
15-4 Hour Scheduled Events Per Year

\$400.00 / \$ 700.00  
\$800.00 / \$1400.00  
\$1200.00 / \$2150.00

Hourly Rate

4 Hours  
8 Hours

\$100.00 / \$150.00  
\$200.00 / \$300.00

1 Gas/Tower Operator  
\*Plus Consumable Materials Used

Included / Included

**Training Tower and Fire Simulator**

**TMA / Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year  
10-4 Hour Scheduled Events Per Year  
15-4 Hour Scheduled Events Per Year

\$800.00 / \$1950.00  
\$1600.00 / \$3900.00  
\$2400.00 / \$5850.00

Single Usage

1-4 Hour Scheduled Event

\$200.00 / \$400.00

Natural Gas

Included / Included

1 Gas/Tower Operator

Included / Included

\*Additional Gas Operator

\$25.00 p/h / \$32.50 p/h

\*Plus Consumable Material Used

**Rail Car Simulator**

**TMA / Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year  
10-4 Hour Scheduled Events Per Year

\$640.00 / \$640.00  
\$1280.00 / \$1280.00

**Rail Car Simulator (Continued)**

**TMA / Public Fee**

Single Usage

1-4 Hour Scheduled Event

\$160.00 / \$160.00

Natural Gas

Included / Included

1 Gas/Tower Operator

Included / Included

**Confined Space**

**TMA/ Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year  
10-4 Hour Scheduled Events Per Year

\$800.00 / \$1450.00  
\$1600.00 / \$2800.00

Single Usage

1-4 Hour Scheduled Event

\$200.00 / \$300.00

2 Observers	Included / Included
<b>Driving Area</b>	<b>TMA / Public Fee</b>
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included / Included
Cones	Included / Included
<b>Extrication Area</b>	<b>TMA/ Public Fee</b>
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included / Included
*Each Vehicle	\$50.00 / \$50.00
<b>Classroom Area</b>	<b>TMA / Public Fee</b>
Annual Usage:	
Contact Bellevue FD Training Site	
Single Usage	
Room 1	
1-4 Hour Scheduled Event Per Year	\$150.00 / \$150.00
1-8 Hour Scheduled Event Per Year	\$300.00 / \$300.00\
Room 2	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1-8 Hour Scheduled Event Per Year	\$200.00 / \$200.00
Room 3	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1-8 Hour Scheduled Event Per Year	\$200.00 / \$200.00
Rooms 1, 2 and 3	
1-4 Hour Scheduled Event Per Year	\$300.00 / \$300.00
1-8 Hour Scheduled Event Per Year	\$600.00 / \$600.00
Available AV Equipment	Included / Included
Chairs	Included / Included
Janitorial Fee	Included / Included

**Entire Training Site**

Annual Usage

Single Use:

1-4 Hour Scheduled Event Per Year

1-8 Hour Scheduled Event Per Year

**TMA/ Public Fee**

Contact Bellevue FD Training Site

\$600.00 / \$600.00

\$1200.00 / \$1200.00

**FIRE INSPECTION FEE SCHEDULE**

Hospitals:

50 Beds or Less

\$ 50.00

51 – 100

\$100.00

101 and Up

\$150.00

Health Care Facilities

50 Beds or Less

\$ 50.00

51 - 100

\$100.00

101 and Up

\$150.00

Hospital and Nursing Home Revisits

\$50.00 up to one hour

\$25.00 for each additional ½ hour

NOT TO EXCEED \$150.00

Liquor Inspections:

Non-Consumption Establishment

\$50.00

Consumption Establishments

\$75.00

Revisits for either

\$50.00

Child Care Inspections:

1 to 8 Children

\$40.00

9 to 12 Children

\$50.00

13 or More Children

\$60.00

Revisits for any of the above

\$40.00

Foster Care Inspections:

Initial Inspection

\$20.00

Revisit Inspection

\$20.00

Investigative Reports:

Fee for Reports

\$3.00 plus actual cost of printing

**CODE ENFORCEMENT FEES**

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)

1<sup>st</sup> mowing

\$100/min/hour + \$50 Admin fee

2<sup>nd</sup> mowing

\$200/min/hour + \$50 Admin fee

3<sup>rd</sup> or subsequent mowing

\$300/min/hour + \$50 Admin fee

Snow Removal	
1 <sup>st</sup> removal	\$100/min/hour + \$50 Admin fee
2 <sup>nd</sup> removal	\$200/min/hour + \$50 Admin fee
3 <sup>rd</sup> or subsequent removal	\$300/min/hour + \$50 Admin fee
General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)	
Small	\$150/min/hour + \$50 Admin fee
Large	\$250/min/hour + \$50 Admin fee
Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)	
Small	\$150/min/hour + \$50 Admin fee
Large	\$350/min/hour + \$50 Admin fee
Graffiti removal	\$200/min/hour + \$50 Admin fee
Application Fee for Nuisance Violation Hearing	\$ 35

**POLICE RANGE TRAINING FACILITY**

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by Chief of Police

\$100/hour

**GRADING PERMIT FEES**

10 acres or less	1997 Uniform Administrative Code Fees as amended + \$750 NPDES Fee
More than 10 acres	1997 Uniform Administrative Code Fees as amended + \$1,250 NPDES fee

**ZONING FEES**

Comprehensive Plan Amendment	\$ 500
Change of Zone	
less than 1 acre	\$ 175
1-5 acres	\$ 325
over 5 acres	\$ 525
Zoning Text Amendment	\$ 250
Subdivision Text Amendment	\$ 250
Conditional Use Permit	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Conditional Use Permit Amendment	
1 acre or less	\$ 175

more than 1 acre	\$ 325
Administrative Review of Wireless Antennas	\$ 150
Preliminary Platting	\$1,000 + \$10 per lot
Final Platting	\$ 600 + \$5 per lot
Revised Preliminary Plat	\$1,000 + \$10 per lot
Extension of Date for Preliminary & Final Plats	\$ 200
Small Subdivision Plat	\$ 250 Administrative Approval
	\$ 300 City Council Approval
Vacation of Plat	\$ 150
Board of Adjustment Application	\$ 250
Sign Permit (by size of sign)	
35 square feet or less	\$ 40
36 – 75 square feet	\$ 80
76 – 150 square feet	\$ 150
151 – 300 square feet	\$ 200
Over 300 square feet	\$ 300
Awnings	\$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 50

### **SMALL WIRELESS FACILITIES (SWF) FEES**

All permits necessary to deploy including but not limited to excavation, electrical, and building permit(s). **\$500.00 per application containing as few as one (1) and up to five (5) SWF \$100.00 for each additional SWF**

An application of a new, modified, or replacement utility pole or support structure intended to support one or more SWF's and the associated SWF. **\$250 per pole or structure**

### **OCCUPATION TAXES**

Liquor License Occupation Taxes & Fees  
(Annual fee in addition to State License Fees)

Class A Liquor License Holder	\$ 200
Class B Liquor License Holder	\$ 200
Class C Liquor License Holder	\$ 600
Class D Liquor License Holder	\$ 400
Class I Liquor License Holder	\$ 500
Class K Catering	\$ 200
Class L Craft Breweries	\$ 500
Class Y Farm Winery License Holder	\$ 500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15

Natural Gas Distributors	3% of Annual Gross
Telephone Companies Occupation Tax (includes land lines, wireless, cellular & mobile)	6.25% of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

**OTHER FEES**

Arborist License Fee	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/ per bench
Cemetery:	
Open/Close Fees: (includes Pre-Pay)	\$ 850 Full Size \$ 450 Cremains \$ 400 Infant \$ 275 Niche \$ 225 Infant Cremains
Saturday Funeral (extra charge)	\$ 100
Winter Funerals (extra charge) (December 1 – March 1)	\$ 40
Other Fees:	\$ 10 Stone Setting Permit \$ 100 Government Marker setting fee \$ 50 Attach VA Marker to Niche Door
Disinterment Fees:	\$1,100 Full size \$ 600 Cremains \$ 555 Infant
Grave Spaces:	\$ 800 Full Size \$ 125 Infant \$ 800 Niche
Green Burial Space:	\$1,600 Full Size (includes marker)
In-Ground Cremation Space:	\$ 900 (includes marker)
Scattering Garden:	\$ 400 (includes brass plaque)

Commemorative Street Application Fee	\$ 25
Dog, Cat & Pot-bellied Pig Fees (Collected by NE Humane Society- <i>not</i> City of Bellevue)	
Dog/Cat License (Annual Fee)	\$5 each if spayed/neutered, (no charge for owners age 65 and older) \$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)
Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$5
Dog, Cat & Pot-bellied Pig License Replacement if Lost	\$0.50
Dog, Cat Pet Avocacy Permit	Obtained thru the NE Humane Society \$100 for initial permit \$ 50 annual renewal fee
Dog, Cat & Pot-bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee 1 <sup>st</sup> impoundment \$30 2 <sup>nd</sup> impoundment \$60 3 <sup>rd</sup> impoundment \$100
Vaccination Fee	\$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year
Dog & Cat License Late Charge	Double applicable license fee.
Pot-bellied Pig License Late Charge	\$50
Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society- <i>not</i> City of Bellevue)	\$25
Election Filing Fee	1% of Annual Salary of Position (per state statute)
Farmers Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week

Farmers Market - Privately Operated on City Property (with prior City approval of application) Season Operator Fee (electricity included)	\$0
Fireworks Annual License Fee (Non-Profits Only)	\$600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$ 25
Ice Cream Vendor Fee	\$ 50 per person
Ice Cream Vehicle Inspection Fee	\$ 25 per truck
Mini-Bus	\$ 2 each way per trip in town
	\$ 4 each way per trip out of town
Opening Burning Permit	\$ 10 (per state statute)
Parking Ticket Fee	
If paid within 7 days of violation date	\$5/\$10/\$25
If paid after 7 days but within 30 days	Fine Doubles
Pawnbrokers Permit Fee	\$ 50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$ 50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$ 25
Temporary Business Licenses:	
Seasonal Merchant	\$ 25 license valid for 1 month \$ 50 license valid for 4 months \$ 15 one-month extension- maximum of two (2) one-month extensions— <b>ONLY</b> applies to 4 month license
Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant	\$50/day/person or \$300/year/person plus Certificate of Insurance naming City as Additional Insured + \$10 non- refundable processing fee to be credited to license fee if issued
Carnival/Circus/Public Amusement/Show/ Music Concert/Temporary Amusement Park	\$50/event to be paid by event organizer or sponsor + \$10/day, or portion thereof, for each ride, show, tent, booth, concession stand, etc., when in operation and open to the public
Tobacco License	\$15 license fee per state statute + \$10 administrative fee

Trash Hauling Permit & Bond \$25/truck/year + \$25,000 public liability bond & \$10/day late fee

Trash and Recycling Residential Collection Fee, effective May 1, 2019  
 \$14.10 per month, per residence for 35 gallon service  
 \$17.10 per month, per residence for 65 gallon service  
 \$19.99 per month, per residence for 95 gallon service  
 \$15.00 for each bulky item pick up  
 \$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds  
 \$1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds

**Tree Damage**

Tree DBH (Diameter at Brest Height)	
Up to 4"	\$600
>4" to 8"	\$850
>8" to 12"	\$1,340
>12" to 16"	\$2,370
>16" to 20"	\$3,700
>20" to 24"	\$5,300
>24" to 28"	\$6,700
Over 28"	\$6,700+\$500 for every inch over 28"
Limb Circumference	
Up to 4"	\$350
>4" to 8"	\$500
>8" to 12"	\$700

**Vehicle Impoundment Fees**

Tow Fee	\$80/\$75 for motorcycles
Storage Fee	\$20/per day
Storage for Victimless Incidents – City lots	\$20/day outside; \$40/day inside
Administration Fee	\$30

**Vehicle Impoundment Fees**

Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract
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**PUBLIC RECORDS**

Audio Tapes, Video Tapes or CD/DVD	\$10 per tape, CD, DVD, or other media
Comprehensive Plan	\$50
Zoning Map	\$ 5
Zoning Ordinance w/Map	\$25
Subdivision Regulations	\$15
Bellevue City Maps	

200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works)
Fire Report	\$50
Police Report	\$10
Police Photos	
(Digital)	\$20 per CD
35 mm photos	\$20 per roll
Certification by City Clerk	\$ 5 certification fee + cost of copies
Records Search Fee (paper or electronic)	\$ 5 per request
Copy Fee	\$ .25 per page

If the estimated cost of any public records request is more than fifty (50) dollars, the City may require the requester to furnish a deposit prior to fulfilling such request. "A special service charge reflecting the calculated labor cost may be included in the fee for time required in excess of four cumulative hours since that large a request may cause some delay or disruption of the other responsibilities of the custodian's office, except that the fee for records shall not include any charge for the services of an attorney to review the requested public records seeking a legal basis to withhold the public records from the public." (R.R.S. 84-172)

**ALARM SYSTEMS/FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$100
3	\$250

**LIBRARY FEES**

Membership	
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost card	\$1
Fines:	
Books, Audio books, CDs, DVDs	\$0.10/day
USB languages kits, Watt Detectors	\$1/ day

Fontenelle Forest Pass	\$5 for replacement
Interlibrary Loan:	
Postage (flat fee)	\$3 per item
Lost Interlibrary loan items	Price set by lender
Proctor Fees	
Prints/Scans	\$0.10/page (single-sided)
Postage	\$3 per item
Lost items	Replacement cost of item (or purchase like item as replacement)
Damaged item	Damage cost assessed up to full value of the item
Materials Processing	
Replacement of Materials	\$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD cases, CD and DVD locks, DVD cases, AV inserts)
Replacements for Books on CD cases	\$8 for small, \$9 for medium, \$10 for large
<b><u>RECREATION FEES</u></b>	100% BEFORE first day
Reed Center - Rental	\$325 – Friday/Sunday \$375 – Sunday
Field Rentals	\$175 - Non-profit \$30 per hour light fee + \$175 per day \$200 per day – non-resident
Jr. T-Ball	\$25
T-Ball/Coach Pitch	\$35
Baseball/Softball	\$40
Adult Softball – Church League	\$60
Baseball/Softball Spring Training	\$10
Tennis Lessons – Juniors	\$20
Adults	\$25
Swimming Pools:	
Swimming Lessons	\$35
Swimming League	\$35
Daily Swim Fee	
Youth (18-Under)	\$3.00
Adult (19 & Over)	\$5.00
Wading Pool (2yr – Adult)	\$2.00



**TAX INCREMENT FINANCING (TIF) FEES**

Application Fee	\$500
Processing Fee	\$3,000
Administrative Fee (upon approval of redevelopment plan--based on requested TIF principal amount)	
TIF principal amount:	
First \$500,000	None
Next \$1,500,000	1.5%
Next \$2,000,000	1%
No fees on TIF amounts over \$4,000,000	

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one half percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Bellevue City Council of the City of Bellevue that this Master Fee Schedule shall become effective on the \_\_\_ day of \_\_\_\_\_, 2020.

PASSED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2020.

**CITY OF BELLEVUE**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2020-20**

**WHEREAS**, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

**WHEREAS**, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

**WHEREAS**, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City,

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. 2018-22 passed August 27, 2018, is amended as follows:

**MASTER FEE SCHEDULE**

**BUILDING & USE FEES**

Arterial Street Improvement Program (“ASIP”) fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue’s Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

Building Permit

Building, Plumbing, Mechanical,  
Electrical and Grading

1997 Uniform Administrative Code  
fees as amended

Penalty Fee	4x regular permit fee
Refund Policy	Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code; NO refund will be given after 180 days.
Pre-connect deposit fees	\$500
Penalty Fee 2 <sup>nd</sup> revocation	\$1,500
Penalty Fee 3 <sup>rd</sup> revocation	\$5,000
<b>Papio Creek and South Sarpy Watershed Partnership Fees</b>	
(Effective July 1, 2018 – June 30, 2019)	
Residential – up to a four-plex	\$908 per dwelling unit
Multi-family – greater than a four-plex	\$3,995 per gross acre
Commercial and Industrial	\$4,842 per gross acre
<p>These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.</p>	
<b>Plan Review Fee (New Construction)</b>	
Commercial	25% of building permit fee
<b>Demolition of Building Permit (\$25,000 bond for each)</b>	
Residential accessory structures less than 1200 square feet	\$40
One and two family dwellings	Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code
Non-residential structures	Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code
Building Moving Permit (120 sq. ft. or greater)	\$25
Sheds	Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.

**FIRE ALARM/FIRE EXTINGUISHING SYSTEMS FEES**

Smoke Detectors (low voltage)	\$1.10 each
Pull Stations	\$1.10 each
Heat Detectors	\$1.10 each
Water Flow Switches	\$1.10 each
Tamper Switches	\$1.10 each
Panel/Circuit Connections	\$4.75 each
Remote Annunciators	\$1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$7.25 each

**CITY LICENSE - PLUMBING; MECHANICAL; SEWER; CONTRACTOR**

License Fees

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
Apprentice Plumber	\$25 initial/\$25 renewal

Late Renewal Fees after Expiration of License

Master & Journeyman Plumber/ Master & Journeyman Mechanical/ Sewer Layer / Lawn Sprinkler Contractor & Installer	\$20 per month or part of, up to 3 mos.
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Reinstatement fee for all Mechanical, Plumbing,  
Lawn Sprinkler, Tile Layer Licenses

yearly license fee + late fees X 2

Special Master Mechanical/Plumber (1 job only) \$150

Class A General Contractor Unlimited	\$250 per year
Class B General Contractor Limited	\$200 per year
Class C Residential Contractor Unlimited	\$100 per year
Class D Residential Contractor Limited	\$ 75 per year
Class E Roofing Contractor Unlimited	\$ 50 per year

Late Contractor Renewal Fees after Expiration of License

Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months Class
C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months

Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months
Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	\$1,000
Class B General Contractor Limited	\$1,000
Class C Residential Contractor Unlimited	\$ 500
Class D Residential Contractor Limited	\$ 200
Class E Roofing Contractor Unlimited	\$ 100
Decorative Appliance/Gas Log Contractor	\$75 (1 time fee, no renewal fee)
Decorative Appliance/Gas Log Installer	\$25 (1 time fee, no renewal fee)
Water Conditioning Contractor	\$75 (1 time fee, no renewal fee)
Water Conditioning Installer	\$25 (1 time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	\$84.25
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & re-roof)	\$40
Single Family Siding Permits	\$25
 <b><u>CURB CUT AND GRINDING</u></b>	
Permit fee with curb requiring cut plus the 4' apron on each side done by City or Contractor	\$25 + \$17.50 per sq. ft. of cut to 6 ft. additional 10% per foot beyond 6 ft.
Extended Permit & Subsequent Extended Permits	\$200
Winter Charge	additional 10% for cuts or grinds from November 15 <sup>th</sup> to April 1 <sup>st</sup>
Request for Waiver (sidewalk construction/repair)	\$30
 <b><u>FIRE AND RESCUE SQUAD FEES</u></b>	
Basic Life Support, Non-Emergency (BLS)	\$365.00
Basic Life Support, Emergency (BLS – Emergency)	\$650.00
Advanced Life Support, Non-Emergency (ALS)	\$475.00
Advanced Life Support, Emergency Level I (ALS1)	\$750.00
Advanced Life Support, Emergency Level 2 (ALS2)	\$950.00
Specialty Care Transport (SCT)	\$765.00
Treat and Release	\$ 75.00
Mileages (loaded miles)	\$15.00
Haz-Mat Fees	fee based on materials, equipment and manpower per call
EMS Patient Care Report	\$20.00 handling fee + .50 per page copying fee

**FIRE TRAINING FACILITY FEES**

**Training Tower Only**

**TMA Fee / Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year  
10-4 Hour Schedule Events Per Year  
15-4 Hour Scheduled Events Per Year

\$400.00 / \$ 700.00  
\$800.00 / \$1400.00  
\$1200.00 / \$2150.00

Hourly Rate

4 Hours  
8 Hours

\$100.00 / \$150.00  
\$200.00 / \$300.00

1 Gas/Tower Operator  
\*Plus Consumable Materials Used

Included / Included

**Training Tower and Fire Simulator**

**TMA / Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year  
10-4 Hour Scheduled Events Per Year  
15-4 Hour Scheduled Events Per Year

\$800.00 / \$1950.00  
\$1600.00 / \$3900.00  
\$2400.00 / \$5850.00

Single Usage

1-4 Hour Scheduled Event

\$200.00 / \$400.00

Natural Gas

1 Gas/Tower Operator

\*Additional Gas Operator

\*Plus Consumable Material Used

Included / Included

Included / Included

\$25.00 p/h / \$32.50 p/h

**Rail Car Simulator**

**TMA / Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year  
10-4 Hour Scheduled Events Per Year

\$640.00 / \$640.00  
\$1280.00 / \$1280.00

**Rail Car Simulator (Continued)**

**TMA / Public Fee**

Single Usage

1-4 Hour Scheduled Event

\$160.00 / \$160.00

Natural Gas

1 Gas/Tower Operator

Included / Included

Included / Included

**Confined Space**

**TMA/ Public Fee**

Annual Usage

5-4 Hour Scheduled Events Per Year  
10-4 Hour Scheduled Events Per Year

\$800.00 / \$1450.00  
\$1600.00 / \$2800.00

Single Usage

1-4 Hour Scheduled Event

\$200.00 / \$300.00

2 Observers	Included / Included
<b>Driving Area</b>	<b>TMA / Public Fee</b>
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included / Included
Cones	Included / Included
<b>Extrication Area</b>	<b>TMA/ Public Fee</b>
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included / Included
*Each Vehicle	\$50.00 / \$50.00
<b>Classroom Area</b>	<b>TMA / Public Fee</b>
Annual Usage:	
Contact Bellevue FD Training Site	
Single Usage	
Room 1	
1-4 Hour Scheduled Event Per Year	\$150.00 / \$150.00
1-8 Hour Scheduled Event Per Year	\$300.00 / \$300.00\
Room 2	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1-8 Hour Scheduled Event Per Year	\$200.00 / \$200.00
Room 3	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1-8 Hour Scheduled Event Per Year	\$200.00 / \$200.00
Rooms 1, 2 and 3	
1-4 Hour Scheduled Event Per Year	\$300.00 / \$300.00
1-8 Hour Scheduled Event Per Year	\$600.00 / \$600.00
Available AV Equipment	Included / Included
Chairs	Included / Included
Janitorial Fee	Included / Included

**Entire Training Site**

Annual Usage

Single Use:

1-4 Hour Scheduled Event Per Year

1-8 Hour Scheduled Event Per Year

**TMA/ Public Fee**

Contact Bellevue FD Training Site

\$600.00 / \$600.00

\$1200.00 / \$1200.00

**FIRE INSPECTION FEE SCHEDULE**

Hospitals:

50 Beds or Less

\$ 50.00

51 – 100

\$100.00

101 and Up

\$150.00

Health Care Facilities

50 Beds or Less

\$ 50.00

51 - 100

\$100.00

101 and Up

\$150.00

Hospital and Nursing Home Revisits

\$50.00 up to one hour

\$25.00 for each additional ½ hour

NOT TO EXCEED \$150.00

Liquor Inspections:

Non-Consumption Establishment

\$50.00

Consumption Establishments

\$75.00

Revisits for either

\$50.00

Child Care Inspections:

1 to 8 Children

\$40.00

9 to 12 Children

\$50.00

13 or More Children

\$60.00

Revisits for any of the above

\$40.00

Foster Care Inspections:

Initial Inspection

\$20.00

Revisit Inspection

\$20.00

Investigative Reports:

Fee for Reports

\$3.00 plus actual cost of printing

**CODE ENFORCEMENT FEES**

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)

1<sup>st</sup> mowing

\$100/min/hour + \$50 Admin fee

2<sup>nd</sup> mowing

\$200/min/hour + \$50 Admin fee

3<sup>rd</sup> or subsequent mowing

\$300/min/hour + \$50 Admin fee

Snow Removal	
1 <sup>st</sup> removal	\$100/min/hour + \$50 Admin fee
2 <sup>nd</sup> removal	\$200/min/hour + \$50 Admin fee
3 <sup>rd</sup> or subsequent removal	\$300/min/hour + \$50 Admin fee
General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)	
Small	\$150/min/hour + \$50 Admin fee
Large	\$250/min/hour + \$50 Admin fee
Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)	
Small	\$150/min/hour + \$50 Admin fee
Large	\$350/min/hour + \$50 Admin fee
Graffiti removal	\$200/min/hour + \$50 Admin fee
Application Fee for Nuisance Violation Hearing	\$ 35

**POLICE RANGE TRAINING FACILITY**

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by Chief of Police

\$100/hour

**GRADING PERMIT FEES**

10 acres or less	1997 Uniform Administrative Code Fees as amended + \$750 NPDES Fee
More than 10 acres	1997 Uniform Administrative Code Fees as amended + \$1,250 NPDES fee

**ZONING FEES**

Comprehensive Plan Amendment	\$ 500
Change of Zone	
less than 1 acre	\$ 175
1-5 acres	\$ 325
over 5 acres	\$ 525
Zoning Text Amendment	\$ 250
Subdivision Text Amendment	\$ 250
Conditional Use Permit	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Conditional Use Permit Amendment	
1 acre or less	\$ 175

more than 1 acre	\$ 325
Administrative Review of Wireless Antennas	\$ 150
Preliminary Platting	\$1,000 + \$10 per lot
Final Platting	\$ 600 + \$5 per lot
Revised Preliminary Plat	\$1,000 + \$10 per lot
Extension of Date for Preliminary & Final Plats	\$ 200
Small Subdivision Plat	\$ 250 Administrative Approval
	\$ 300 City Council Approval
Vacation of Plat	\$ 150
Board of Adjustment Application	\$ 250
Sign Permit (by size of sign)	
35 square feet or less	\$ 40
36 – 75 square feet	\$ 80
76 – 150 square feet	\$ 150
151 – 300 square feet	\$ 200
Over 300 square feet	\$ 300
Awnings	\$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 50

### **SMALL WIRELESS FACILITIES (SWF) FEES**

All permits necessary to deploy including but not limited to excavation, electrical, and building permit(s). \$500.00 per application containing as few as one (1) and up to five (5) SWF \$100.00 for each additional SWF

An application of a new, modified, or replacement utility pole or support structure intended to support one or more SWF's and the associated SWF. \$250 per pole or structure

### **OCCUPATION TAXES**

Liquor License Occupation Taxes & Fees  
(Annual fee in addition to State License Fees)

Class A Liquor License Holder	\$ 200
Class B Liquor License Holder	\$ 200
Class C Liquor License Holder	\$ 600
Class D Liquor License Holder	\$ 400
Class I Liquor License Holder	\$ 500
Class K Catering	\$ 200
Class L Craft Breweries	\$ 500
Class Y Farm Winery License Holder	\$ 500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15

Natural Gas Distributors	3% of Annual Gross
Telephone Companies Occupation Tax (includes land lines, wireless, cellular & mobile)	6.25% of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

### **OTHER FEES**

Arborist License Fee	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/ per bench
Cemetery:	
Open/Close Fees: (includes Pre-Pay)	\$ 850 Full Size \$ 450 Cremains \$ 400 Infant \$ 275 Niche \$ 225 Infant Cremains
Saturday Funeral (extra charge)	\$ 100
Winter Funerals (extra charge) (December 1 – March 1)	\$ 40
Other Fees:	\$ 10 Stone Setting Permit \$ 100 Government Marker setting fee \$ 50 Attach VA Marker to Niche Door
Disinterment Fees:	\$1,100 Full size \$ 600 Cremains \$ 555 Infant
Grave Spaces:	\$ 800 Full Size \$ 125 Infant \$ 800 Niche
Green Burial Space:	\$1,600 Full Size (includes marker)
In-Ground Cremation Space:	\$ 900 (includes marker)
Scattering Garden:	\$ 400 (includes brass plaque)

Commemorative Street Application Fee	\$ 25
Dog, Cat & Pot-bellied Pig Fees (Collected by NE Humane Society- <i>not</i> City of Bellevue)	
Dog/Cat License (Annual Fee)	\$5 each if spayed/neutered, (no charge for owners age 65 and older) \$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)
Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$5
Dog, Cat & Pot-bellied Pig License Replacement if Lost	\$0.50
Dog, Cat Pet Avocacy Permit	Obtained thru the NE Humane Society \$100 for initial permit \$ 50 annual renewal fee
Dog, Cat & Pot-bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee 1 <sup>st</sup> impoundment \$30 2 <sup>nd</sup> impoundment \$60 3 <sup>rd</sup> impoundment \$100
Vaccination Fee	\$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year
Dog & Cat License Late Charge	Double applicable license fee.
Pot-bellied Pig License Late Charge	\$50
Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society- <i>not</i> City of Bellevue)	\$25
Election Filing Fee	1% of Annual Salary of Position (per state statute)
Farmers Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week

Farmers Market - Privately Operated on City Property (with prior City approval of application) Season Operator Fee (electricity included)	\$0
Fireworks Annual License Fee (Non-Profits Only)	\$600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$ 25
Ice Cream Vendor Fee	\$ 50 per person
Ice Cream Vehicle Inspection Fee	\$ 25 per truck
Mini-Bus	\$ 2 each way per trip in town
	\$ 4 each way per trip out of town
Opening Burning Permit	\$ 10 (per state statute)
Parking Ticket Fee	
If paid within 7 days of violation date	\$5/\$10/\$25
If paid after 7 days but within 30 days	Fine Doubles
Pawnbrokers Permit Fee	\$ 50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$ 50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$ 25
Temporary Business Licenses:	
Seasonal Merchant	\$ 25 license valid for 1 month \$ 50 license valid for 4 months \$ 15 one-month extension- maximum of two (2) one-month extensions— <b>ONLY</b> applies to 4 month license
Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant	\$50/day/person or \$300/year/person plus Certificate of Insurance naming City as Additional Insured + \$10 non- refundable processing fee to be credited to license fee if issued
Carnival/Circus/Public Amusement/Show/ Music Concert/Temporary Amusement Park	\$50/event to be paid by event organizer or sponsor + \$10/day, or portion thereof, for each ride, show, tent, booth, concession stand, etc., when in operation and open to the public
Tobacco License	\$15 license fee per state statute + \$10 administrative fee

Trash Hauling Permit & Bond	\$25/truck/year + \$25,000 public liability bond & \$10/day late fee
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Trash and Recycling Residential Collection Fee, effective May 1, 2019	\$14.10 per month, per residence for 35 gallon service
	\$17.10 per month, per residence for 65 gallon service
	\$19.99 per month, per residence for 95 gallon service
	\$15.00 for each bulky item pick up
	\$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds
	\$1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds

Tree Damage

Tree DBH (Diameter at Brest Height)	
Up to 4"	\$600
>4" to 8"	\$850
>8" to 12"	\$1,340
>12" to 16"	\$2,370
>16" to 20"	\$3,700
>20" to 24"	\$5,300
>24" to 28"	\$6,700
Over 28"	\$6,700+\$500 for every inch over 28"
Limb Circumference	
Up to 4"	\$350
>4" to 8"	\$500
>8" to 12"	\$700

Vehicle Impoundment Fees

Tow Fee	\$80/\$75 for motorcycles
Storage Fee	\$20/per day
Storage for Victimless Incidents – City lots	\$20/day outside; \$40/day inside
Administration Fee	\$30

Vehicle Impoundment Fees

Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract
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**PUBLIC RECORDS**

Audio Tapes, Video Tapes or CD/DVD	\$10 per tape, CD, DVD, or other media
Comprehensive Plan	\$50
Zoning Map	\$ 5
Zoning Ordinance w/Map	\$25
Subdivision Regulations	\$15
Bellevue City Maps	

200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works)
Fire Report	\$50
Police Report	\$10
Police Photos	
(Digital)	\$20 per CD
35 mm photos	\$20 per roll
Certification by City Clerk	\$ 5 certification fee + cost of copies
Records Search Fee (paper or electronic)	\$ 5 per request
Copy Fee	\$ .25 per page

If the estimated cost of any public records request is more than fifty (50) dollars, the City may require the requester to furnish a deposit prior to fulfilling such request. "A special service charge reflecting the calculated labor cost may be included in the fee for time required in excess of four cumulative hours since that large a request may cause some delay or disruption of the other responsibilities of the custodian's office, except that the fee for records shall not include any charge for the services of an attorney to review the requested public records seeking a legal basis to withhold the public records from the public." (R.R.S. 84-172)

#### **ALARM SYSTEMS/FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$100
3	\$250

#### **LIBRARY FEES**

Membership	
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost card	\$1
Fines:	
Books, Audio books, CDs, DVDs	\$0.10/day
USB languages kits, Watt Detectors	\$1/ day

Fontenelle Forest Pass	\$5 for replacement
Interlibrary Loan:	
Postage (flat fee)	\$3 per item
Lost Interlibrary loan items	Price set by lender
Proctor Fees	
Prints/Scans	\$0.10/page (single-sided)
Postage	\$3 per item
Lost items	Replacement cost of item (or purchase like item as replacement)
Damaged item	Damage cost assessed up to full value of the item
Materials Processing	
Replacement of Materials	\$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD cases, CD and DVD locks, DVD cases, AV inserts)
Replacements for Books on CD cases	\$8 for small, \$9 for medium, \$10 for large
<b><u>RECREATION FEES</u></b>	100% BEFORE first day
Reed Center - Rental	\$325 – Friday/Sunday \$375 – Sunday
Field Rentals	\$175 - Non-profit \$30 per hour light fee + \$175 per day \$200 per day – non-resident
Jr. T-Ball	\$25
T-Ball/Coach Pitch	\$35
Baseball/Softball	\$40
Adult Softball – Church League	\$60
Baseball/Softball Spring Training	\$10
Tennis Lessons – Juniors	\$20
Adults	\$25
Swimming Pools:	
Swimming Lessons	\$35
Swimming League	\$35
Daily Swim Fee	
Youth (18-Under)	\$3.00
Adult (19 & Over)	\$5.00
Wading Pool (2yr – Adult)	\$2.00



**TAX INCREMENT FINANCING (TIF) FEES**

Application Fee	\$500
Processing Fee	\$3,000
Administrative Fee (upon approval of redevelopment plan--based on requested TIF principal amount)	
TIF principal amount:	
First \$500,000	None
Next \$1,500,000	1.5%
Next \$2,000,000	1%
No fees on TIF amounts over \$4,000,000	

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one half percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Bellevue City Council of the City of Bellevue that this Master Fee Schedule shall become effective on the \_\_\_ day of \_\_\_\_\_, 2020.

PASSED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2020.

**CITY OF BELLEVUE**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

5/5/2020  
\*16a.

COUNCIL MEETING DATE: 05/05/2020		SUBMITTED BY: Jeff Roberts, Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LICQUOR 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:

Approve the bid for the Avery Sewer Street Project

SYNOPSIS/BACKGROUND:

Approval of the low, responsive responsible bidder for the Avery Sewer Project.

FISCAL IMPACT: 201,117.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Avery Sewer Project

CONTRACT EFFECTIVE DATE: 05/06/2020 CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: ST 20(14) Avery Rd, Galvin to Fort Crook culvert replacement

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

CIP PROJECT NAME: Avery Rd, Galvin to Fort Crook culvert replacement CIP PROJECT NUMBER: ST 20(14)

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

ACCOUNTING DISTRUBUTION CODE: ST 20(14) ACCOUNT NUMBER:

RECOMMENDATION:

City Council to Approve lowest bid of \$182,834.00 plus 10% contingency totaling \$201,117 for Avery Sewer Project.. Have the Mayor authorize and sign.

ATTACHMENTS:

1. Bid 2. Contract 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

*A. Bruce Roblin*

FINANCE APPROVAL AS TO FORM:

*[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM:

*[Signature]*

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 5<sup>th</sup> day of May, 2020 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Heimes Corp. ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the AVERY ROAD STORM SEWER ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed One Hundred Eighty Two Thousand Eight Hundred Thirty Four Dollars and Zero Cents (\$182,834.00) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue  
Public Works Department  
Attn: Jeff Roberts  
1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, NE 68005

If to Contractor:

Heimes Corp.  
Matt Sykora  
9144 S 147<sup>th</sup> Street  
Omaha, NE 68138  
Fax No.: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Jeff Roberts, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **EXHIBIT “A”**

### **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor’s equipment, plant, and all else necessary to complete **“AVERY ROAD STORM SEWER”**, as specified in this Contract and in the plans and specifications in the City’s request for proposals and Notice to Bidders.

The current City of Omaha Standard Specifications for Public Works Construction, 2014 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

## **EXHIBIT "B"**

# **COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT**

### ***EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT***

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

### ***EQUAL EMPLOYMENT OFFICER***

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

## ***NON-DISCRIMINATORY RECRUITING***

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

## ***CONTRACTS AND CONTRACTORS***

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

5/5/2020  
\*16b.

COUNCIL MEETING DATE: 05/05/2020		SUBMITTED BY: Jeff Roberts, Public Works Director		
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:

Agreement for WasteWater Service between City of Omaha and City of Bellevue

SYNOPSIS/BACKGROUND:

Amendment 1 to the Agreement for WasterWater Service between City of Omaha and City of Bellevue that was entered on November 9th, 2015.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED: NO

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Have the City Council approve the Amendment 1 to the Agreement for WasterWater Service between City of Omaha and City of Bellevue that was entered on November 9th, 2015.

ATTACHMENTS:

1. Agreement 2.  3.

4.  5.  6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. Bruce Robbins*  
*[Signature]*

1 **AMENDMENT 1**  
2 **TO**  
3 **AGREEMENT FOR WASTEWATER SERVICE BETWEEN THE CITY OF OMAHA,**  
4 **NEBRASKA, AND THE CITY OF BELLEVUE, NEBRASKA**  
5

6 THIS AMENDMENT 1 TO AGREEMENT FOR WASTEWATER SERVICE  
7 BETWEEN THE CITY OF OMAHA, NEBRASKA, AND THE CITY OF BELLEVUE,  
8 NEBRASKA, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between  
9 the CITY OF BELLEVUE, a Municipal Corporation of the State of Nebraska (hereinafter  
10 called BELLEVUE) and the CITY OF OMAHA, a Municipal Corporation of the State of  
11 Nebraska (hereinafter called OMAHA).

12  
13 WITNESSETH THAT:

14  
15 WHEREAS, OMAHA and BELLEVUE entered into an Agreement For Wastewater  
16 Service dated November 9<sup>th</sup>, 2015 (hereinafter called the AGREEMENT) governing the  
17 conveyance of wastewater to OMAHA's regional collection and wastewater treatment  
18 system from designated BELLEVUE sewer service areas and Interceptor connections;  
19 and

20  
21 WHEREAS, the AGREEMENT is still in effect at this time; and

22  
23 WHEREAS, the Sarpy County and Sarpy Cities Wastewater Agency (hereinafter  
24 called the AGENCY) was formed on September 17, 2017 in order to construct and  
25 operate a system to provide wastewater collection and treatment for all of Sarpy County  
26 that lies within the Platte Basin; and

27  
28 WHEREAS, areas within the Platte Basin that are connected to the Omaha  
29 Regional Collection and Treatment System are considered temporary connections and  
30 these temporary connections are able to be served by the AGENCY'S system in the  
31 future; and

32  
33 WHEREAS, OMAHA and BELLEVUE are entering into this AMENDMENT 1 for  
34 the purpose adding temporary extended wastewater service areas for service by OMAHA  
35 until such time as the AGENCY'S system is available to provide service to those areas;  
36 and

37  
38 WHEREAS, the accomplishment of such is in the general public interest and is  
39 authorized by law.

40  
41 NOW, THEREFORE, in consideration of these facts, the parties hereto do mutually  
42 agree as follows:

- 43  
44 1. **Areas Subject to Wastewater Services:** Exhibit A-2015 is hereby superseded and  
45 replaced by Exhibit A-2020, which is attached. The BELLEVUE extended sewer  
46 service area consists of approx. 1039Ac+/- and is shown on Exhibit A-2020 coded as  
47 "B5". All references and citations in the AGREEMENT to Exhibit A-2015 shall  
48 hereinafter be to Exhibit A-2020.  
49  
50

51 2. **Expansion of the Wastewater Service Area:** In reference to the AGREEMENT,  
52 SECTION 2) f), is added and inserted as the following:

53  
54 BELLEVUE may seek to expand their respective wastewater service area beyond  
55 their respective area shown on Exhibit A-2020 by written request to OMAHA.

56  
57 New areas within the Platte Basin that are temporarily connected to the Omaha  
58 Regional Collection and Treatment System and intended to connect to the AGENCY'S  
59 system in the future, will not require an equivalent deferred area in the Papio Basin to  
60 be set aside.

61  
62 Service to new areas within the Platte Basin that connect through an existing  
63 connection will be allowed so long as that connection point is shown to have adequate  
64 capacity to take the additional peak flow and there are means to accurately measure  
65 the flow at the connection point.

66  
67 New direct connections to the Omaha Regional Collection and Treatment System will  
68 require an Omaha Interceptor Connection Application, Authorization, and Approval  
69 prior to connection.

70  
71 Each new industrial connection, regardless of through an existing connection or a new  
72 direct connection, shall be evaluated separately in order to understand the specific  
73 flow characteristics of that industry's wastewater and its impact to the collection and  
74 treatment system.

75  
76 The wastewater service area change requests that meet these guidelines may be  
77 administratively approved and updated to the wastewater service area map, Exhibit  
78 A-2020, by OMAHA.

79  
80 3. **MUD Billing Codes for Extended and Deferred Sewer Service Areas:**

81 MUD sewer billing codes of the extended areas as described in 2) (f) of the  
82 Amendment shall be coded as BELLEVUE retail customers and coding changes will  
83 be as per Agreement 2) (e).

84  
85 4. **Corrections and Updates to Agreement Sections:**

86 a. Section 2) d) is replaced with the following:

87 i. Current Wastewater Service Agreements between the districts and  
88 Omaha as shown on Exhibit A-2020, shall continue to apply and  
89 remain in effect, until such time that those districts are annexed by  
90 Bellevue. At the time of annexation, the wastewater service  
91 agreements shall be assigned to Bellevue. List of SIDs as shown on  
92 Exhibit A-2020.

93 1. SID 238 Twin Creek Estates

94 b. Section 8) c) vi) is replaced with the following:

95 i. an abnormal charge on the total flow if the wastewater is determined at  
96 the designated manhole sampling sites described in Section 6 to have  
97 strengths greater than Domestic Strength waste water, as currently  
98 defined in the OMC Chapter 31, Article 4, plus

99 c. Section 9) c) is replaced with the following:

i. OTHER USERS: As to Users which do not come within the categories set forth in Section 9 (a & b) of this Agreement [i.e. - accounts not connected to MUD water], BELLEVUE shall either provide or require such Users to provide a system for flow-metering that is reviewed and found acceptable to OMAHA, such usage based upon water meters, sewage meters, or another acceptable measuring device or system that would accurately measure the amount of wastewater being discharged from such User.

5. **Agreement Executed in Counterparts:** The Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Amendment shall be exchanged between the Parties within ten (10) business days after being signed and executed.

6. **Other Terms of AGREEMENT Still Effective:** All other terms and conditions and Exhibits of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED BY BELLEVUE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

CITY OF BELLEVUE, NEBRASKA:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

EXECUTED BY OMAHA this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

CITY OF OMAHA, NEBRASKA:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

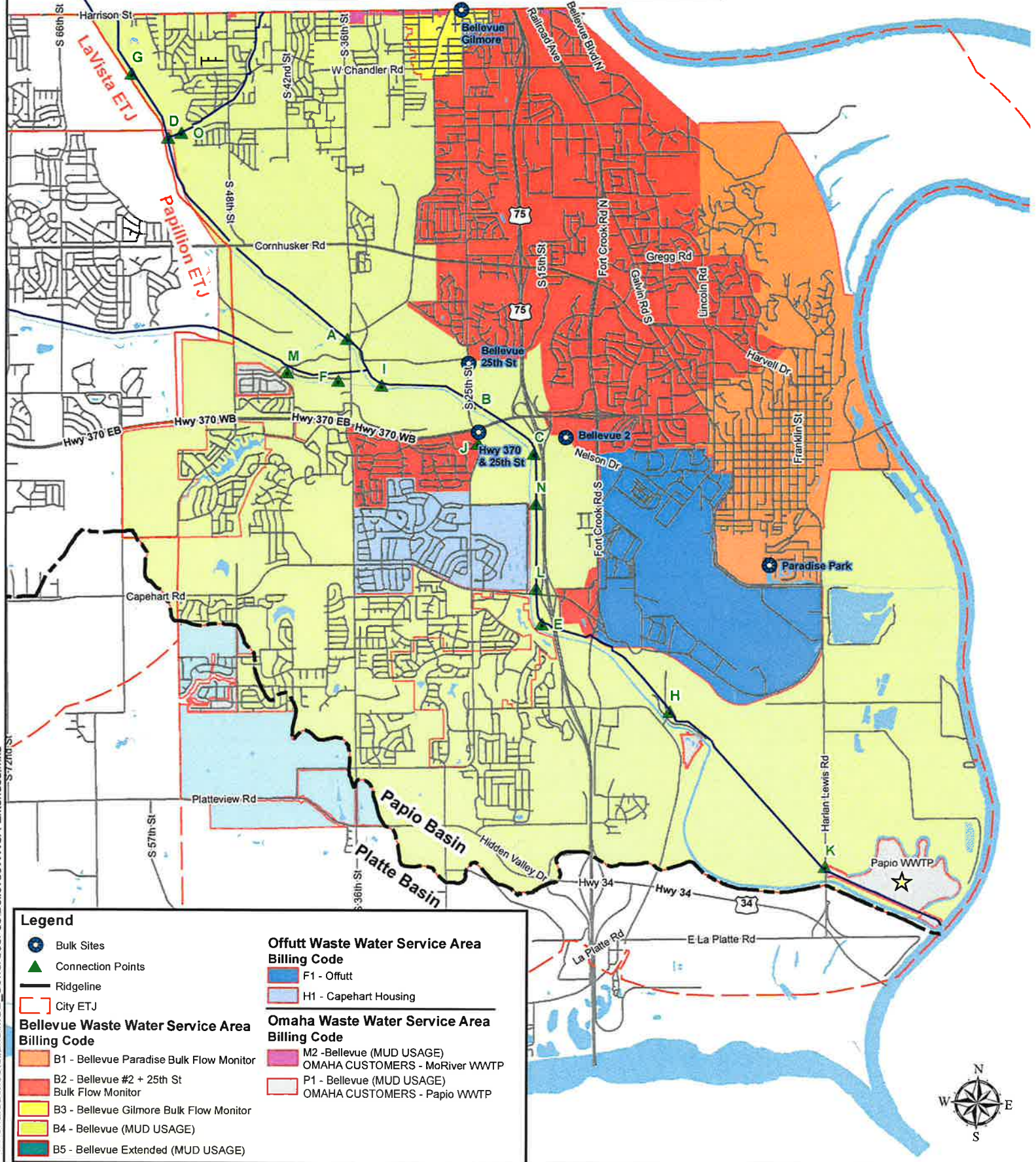
RECOMMENDED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Public Works Director

\_\_\_\_\_  
City Attorney

# Bellevue / Omaha Wastewater Service Agreement Exhibit A-2020



	Bulk Sites		Connection Points		City ETJ
	Ridgeline		F1 - Offutt		M2 - Bellevue (MUD USAGE) OMAHA CUSTOMERS - MoRiver WWTP
	B1 - Bellevue Paradise Bulk Flow Monitor		H1 - Capehart Housing		P1 - Bellevue (MUD USAGE) OMAHA CUSTOMERS - Papio WWTP
	B2 - Bellevue #2 + 25th St Bulk Flow Monitor		M2 - Bellevue (MUD USAGE) OMAHA CUSTOMERS - MoRiver WWTP		
	B3 - Bellevue Gilmore Bulk Flow Monitor				
	B4 - Bellevue (MUD USAGE)				
	B5 - Bellevue Extended (MUD USAGE)				



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

5/5/2020  
\*16c.

COUNCIL MEETING DATE: 05/05/2020		SUBMITTED BY: Jeff Roberts, Public Works Director		
AGENDA ITEM:	CONSENT AGENDA	<input checked="" type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	CURRENT BUSINESS	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Approve the bid for the CDBG PAVEMENT IMPROVEMENTS – 17TH STREET project

SYNOPSIS/BACKGROUND:

Approval of the low, responsive responsible bidder, Midwest DCM, for the CDBG PAVEMENT IMPROVEMENTS – 17TH STREET project

FISCAL IMPACT: \$152,346 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: CDBG PAVEMENT IMPROVEMENTS – 17TH STREET project

CONTRACT EFFECTIVE DATE: 05/06/2020 CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: ST 20 (17) Pavement improvements East of Chandler Hills - 17th Street

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

CIP PROJECT NAME: ST 20 (17) Pavement improvements East of Chandler Hills - 17th Street CIP PROJECT NUMBER: ST 20 (17)

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192002 ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council to Approve lowest bid of \$138,496 plus 10% contingency totaling \$152,346 for CDBG PAVEMENT IMPROVEMENTS – 17TH STREET project. Have the Mayor authorize and sign.

ATTACHMENTS:

1. Bid	2. Contract	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Roblins*  
*[Signature]*



## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 5<sup>th</sup> day of May, 2020 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Midwest DCM ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the CDBG PAVEMENT IMPROVEMENTS – 17<sup>TH</sup> STREET ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed One Hundred Thirty Eight Thousand Four Hundred Ninety Six Dollars and Zero Cents (\$138,496.00) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue  
Public Works Department  
Attn: Jeff Roberts  
1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, NE 68005

If to Contractor:

Midwest DCM  
Ram Hingorani  
8719 S 135<sup>th</sup> Street, Suite 100  
Omaha, NE 68138  
Fax No.: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Jeff Roberts, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk

ATTEST:

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT “A”**

### **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor’s equipment, plant, and all else necessary to complete **“CDBG PAVEMENT IMPROVEMENTS – 17<sup>TH</sup> STREET”**, as specified in this Contract and in the plans and specifications in the City’s request for proposals and Notice to Bidders.

The current City of Omaha Standard Specifications for Public Works Construction, 2014 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

## **EXHIBIT "B"**

# **COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT**

### ***EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT***

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

### ***EQUAL EMPLOYMENT OFFICER***

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

## ***NON-DISCRIMINATORY RECRUITING***

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

## ***CONTRACTS AND CONTRACTORS***

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.