

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

Tuesday, September 15, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE - Arrow of Light, Cub Scout Pack 464, Den Leader - Alicia Cave
2. INVOCATION - Father Tom Jones, Church of the Holy Spirit (Episcopal), 1305 Thomas Drive, Bellevue.

3. CALL TO ORDER AND ROLL CALL

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

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

a. Approval of the Agenda

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

1. * Acknowledge receipt of August 19, 2020 Board of Adjustment Minutes.
2. * Acknowledge receipt of August 27, 2020 Planning Commission Minutes.
3. * Approval of the August 31, 2020 Board of Equalization Minutes.
4. * Approval of the September 1, 2020 City Council Minutes.

6. APPROVAL OF CLAIMS

a. *Approval of September 15, 2020 Claims

b. *Authorize staff to pay claims that pertain to the FYE 2020 Budget Year. (Finance Director)

7. SPECIAL PRESENTATIONS: None

8. ORGANIZATIONAL MATTERS:

a. * Approve the Amended City Administrator contract and authorize the Mayor to sign the contract. (Mayor)

9. APPROVED CITIZEN COMMUNICATION: None Received

10. LIQUOR LICENSES:

a. Recommend approval of application for John R. Fritz as the new Manager for Aldi Inc. (Kansas) dba "Aldi 40" at 2112 Cornhusker Road. (City Clerk)

b. Recommend approval of application for Jennifer B. Miller as the new Manager at Kum & Go LLC dba "Kum & Go" at 13905 Williamsburg Drive. (City Clerk)

11. ORDINANCES FOR ADOPTION (3rd reading): None

12. ORDINANCES FOR PUBLIC HEARING (2nd reading):

a. Ordinance No. 4003: Request to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW 1/4, located in the NW 1/4 of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW 1/4, located in the SW 1/4 of Section 14, T13N, R13E of the 6th P.M., Sarpy County, NE, from AG to ML for the purpose of industrial development. Applicant: Frank R. Krejci. General Location: Fort Crook Road South and Fairview Road. (Planning Manager) **[Request for a continuance until the October 20th meeting, by Mr. Kellner, on behalf of applicant]**

b. Ordinance No. 4006: To allow for statutory changes and revisions to be incorporated into several sections of the City Code which have been affected by or generated by legislative changes and to add or change legislative citations. (Legal)

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 4007 - An ordinance to amend Section 6-117 of the Bellevue Municipal Code pertaining to the Regulation of Bees Violations- Revocations. (City Attorney)

b. Ordinance No. 4008 - An ordinance to amend Sections 9-17 & 9-18 of the Bellevue Municipal Code pertaining to Elections. (City Attorney)

c. Ordinance No. 4009 - An ordinance to amend Sections 15-194 of the Bellevue Municipal Code pertaining to Unlawful Acts - Sale or Rental. (City Attorney)

d. Ordinance No. 4010 - An ordinance to repeal Section 20-5 of the Bellevue Municipal Code Pertaining to Swearing, Cursing, Etc. (City Attorney)

e. Ordinance No. 4011: Request to rezone Lot 1 Riverview Heights Replat IV, being a replat of Lot 1 Riverview Heights Replat III, and Lot 6 Riverview Heights Replat, from RE and RS-120 to RE for the purpose of an existing single family residence; and small subdivision plat Lot 1 Riverview Heights Replat IV. Applicants: Tom and Mary Hansen. General Location: 513 Ridge Road. (Planning Manager)

f. Ordinance No. 4012 - Request to rezone Lots 1 and 2, Southroads Technology Park, from BG-PCO to BGH, for the purpose of further commercial development. Applicant: Deep Well dba Southroads Technology Park. General location: 1001 Fort Crook Rd N. (Planning Manager)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: None

15. RESOLUTIONS:

a. Resolution No. 2020-36: Amendment to Master Fee Schedule

16. CURRENT BUSINESS:

a. * Request approval of the applications for waiver of hunting applications. Police Lt. Kurt Stroehrer or Sgt. Don Pleiss has already given approval for these hunters and their specified sites. (City Clerk)

b. * Approve the Mayor to sign Environmental Review Record (ERR) for CDBG-CV activities. (CDBG/Finance Director)

c. * Recommendation to approve and authorize the Mayor to sign the extended contract to September 30, 2021, for Sgt. Joe Milos to be the State Drug Recognition Training Coordinator for the Nebraska Department of Transportation Highway Safety Office (Captain Melvin)

d. * Approve and authorize the Mayor to sign the CDBG Subrecipient Agreement with Habitat for Humanity of Sarpy County (CDBG/Finance Director)

e. * Approve and execute the CDBG-CV Grant Agreement and Funding Approval in the amount of \$202,742.00. (CDBG/Finance Department)

f. * Approve and the authorize the Mayor to sign the Quetel Corporation Technical Support Agreement for \$2,174.00 with Quetel Co. (Capt. Tim Melvin)

g. Request the City Council approve and authorize the Mayor to sign the Agreement between the City of Bellevue and MMC Mechanical Contractors, Inc. for the replacement of the boiler at 1500 Wall Street, not to exceed \$29,996.00 (Interim Public Works Director)

h. +++ Approve & authorize the Mayor to sign a permanent sanitary sewer easement between Sherwood Properties, located in part of Lots 1 and 2, Hidden Hills 2nd Addition (Interim Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (***A Monthly Report will be given at the first Council Meeting of every month - September report will be attached to the October 6th meeting.***)

18. CLOSED SESSION: None

19. ADJOURNMENT

MINUTE RECORD

Bellevue Board of Adjustment, August 19, 2020, Page 1

The Bellevue Board of Adjustment held a regular meeting on Wednesday, August 19, 2020 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Board Members Anderson, Hawkins, Cain, and Crompton. Absent were Conte and Peterson. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the Gretna Guide and posting in two public places, and was 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.

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

Motion was made by Hawkins, seconded by Cain, to approve the minutes of the October 21, 2019 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Motion was made by Cain, seconded by Hawkins, 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.

Anderson explained the public hearing procedures.

PUBLIC HEARING was held on an appeal of staff's requirement to sign a non-conversion agreement in order to obtain an electrical permit for a garage located in the floodway on Tax Lot 12, located in the Southwest ¼ of Section 8, T13E, 14N, of the 6th P.M., Sarpy County, Nebraska. Applicant: Jacob Benak. Location: 13701 Elbow Bend Road. Case #: BOA-2008-02.

Palm stated the applicant's legal counsel was unable to attend tonight due to an emergency and they were requesting a continuance. She said we do not have a quorum for the regular September 16, 2020 meeting. Palm said she would request a motion to continue this item until September 23, 2020.

MOTION was made by Hawkins, seconded by Cain to CONTINUE Item 2.a. an appeal of staff's requirement to sign a non-conversion agreement in order to obtain an electrical permit for a garage located in the floodway on Tax Lot 12, located in the Southwest ¼ of Section 8, T13E, 14N, of the 6th P.M., Sarpy County, Nebraska to the September 23, 2020 BOA meeting. Applicants: Jacob Benak. Location: 13701 Elbow Bend Road. Case #: BOA-2008-02.

Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to Board of Adjustment for PUBLIC HEARING ON September 23, 2020.

PUBLIC HEARING was held on a request for an appeal of staff's interpretation of the Bellevue Zoning Development Agreement for Lots 1 through 3, Block 55, Bellevue, located in the Southeast ¼ of Section 36, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Main Street Properties, LLC. General Location: 2221 Main Street. Case #: BOA-2008-01.

Pat Shannon, 2221 Main Street, Bellevue, NE, was present to present his case. Shannon explained the reason for the request is the City of Bellevue used the wrong tool and the wrong department to accomplish what they wanted to do. Shannon stated the City of Bellevue issued a code violation when they meant to issue a contract violation. Shannon said the City sent Code Enforcement to his office to enforce a code violation and a notice of violation was issued for a contract violation. Shannon stated District Court Judges are the proper venue to hear contract disputes and determine whether contracts have been violated. Shannon stated the City should have sent a certified letter alleging a contract dispute. Shannon stated the only authority the Board members have to decide tonight is whether there was a code violation.

Tom Schumacher, 260 Regency Parkway Dr., Ste. 200, Omaha, NE, was present to speak on behalf of Main Street Properties. Schumacher stated there is no basis for a code violation. He stated Main Street Properties received an official notice of a zoning violation on June 19, 2020, and there is nothing cited as to any zoning laws, ordinances, or regulations that were violated by Pat Shannon or Main Street Properties. Schumacher stated the notice simply states, "refer to the Contract Zoning Agreement with the City of Bellevue." Schumacher said the city is trying to allege there is a violation of the terms of that contract. He stated this matter is pending in litigation; they have filed notice of contract claim with the City of Bellevue which will be brought before the courts. He stated there is also a federal claim in the Federal District of Nebraska against the City of Bellevue and some of the city's agents.

MINUTE RECORD

Board of Adjustment Meeting, August 19, 2020 Page 2

Schumacher stated the zoning violation issued alleges a contract dispute, which is not a zoning violation if it does not cite any laws, ordinances, or regulations. Furthermore, there were no photographs or evidence to substantiate the violation. He stated Shannon was given the violation, which was already completed, and no vehicles were parked in the spaces north of the north face of the building at that time.

Palm said to Schumacher he stated this was a matter for the courts; however, Main Street Properties initiated the Board of Adjustment application. She requested he be very clear if he wanted to move forward with a decision from the Board in regards to whether or not this is a violation. Schumacher stated that was correct. Palm stated the applicant needs to be very specific as to what the request is in front of the Board. Schumacher stated the reason for the application is the code violation received by Main Street Properties and the applicant is asking the Board to find there was no violation.

Anderson asked if the request was regarding the parking of the U-Haul truck and trailers. Schumacher stated the point is contract interpretation. He stated Shannon has complied fully with the terms of the contract so to issue a violation for breach of contract is not a zoning violation and should not be treated as such. Schumacher stated the request is to find there is no code violation because none was cited.

Shannon stated the parking of the U-hauls and the contract is not an issue tonight. He stated the fact that the city used the wrong tool for the wrong job is the issue tonight. He stated the city cited a code violation and he is asking the Board to find there was no code violation.

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

Anderson asked Palm for guidance regarding the City of Bellevue's procedures for code violations. Palm stated the City of Bellevue did have legal counsel in attendance if a legal opinion is needed. Palm gave background on the violation. She stated in 2012 Shannon entered into a Development Agreement with the City also referred to as a contractual zoning agreement. Palm said Shannon's property was previously zoned RG-50-OTO (General Residential, Olde Towne Overlay) and was a legal non-conforming office building, which is what Shannon was utilizing it as. She stated Shannon requested a change of zone in 2012 to BGM-OTO (Metropolitan General Business District, Olde Towne Overlay) that would afford him the use of the U-Haul business. Palm said at that time City Council was hesitant to give Shannon a complete zoning change so, as a compromise the Development Agreement was proposed and entered into by both Shannon and the City of Bellevue. She said the agreement allowed him to use the property for his office, accounting business and U-Haul business. Palm stated it did not allow Shannon the full permitted uses of the BGM zoning. She stated part of the Development Agreement laid out very specific conditions that needed to be met. Palm stated per Shannon's legal counsel, they are not disputing specific violations but rather the manner in which the City went about alleging the violations. Palm displayed a basic Bellevue code enforcement notice and explained the Code Enforcement Department is the enforcement arm used for code and zoning-related violations. She stated the city's standpoint is there was a violation of the Development Agreement and considered Code Enforcement the appropriate city department to issue notice of the violation.

Anderson asked Palm if the Board was to decide if the Code Enforcement Officer was correct in issuing a violation. Palm stated no, Shannon's legal counsel has specifically stated they want you to decide if the City acted appropriately in sending Code Enforcement to issue the code notice. She stated they do not want you to consider whether there was a violation but rather was the City appropriate in the manner of which the alleged violation was given.

Discussion ensued regarding the City's method of issuing code and zoning violations.

Palm stated the City of Bellevue rarely enters into these types of development agreements.

Hawkins stated the violation notice dated June 19, 2020 references the contract zoning agreement with the city. Shannon stated they have requested copies of the code violation notices and legal counsel for the city is refusing to give them to him. Hawkins asked if Shannon had seen the notices, Shannon replied he had never seen them.

Palm stated this was the third meeting regarding this matter and in all cases copies of the notices have been attached to staff reports and the agendas which are available to the public.

Heather Veik, 10330 Regency Pkwy Dr., Ste. 100, Omaha, NE, stated Mr. Shannon's complaint relates to a Federal District Court action he has filed and the request he has made is a separate issue than

MINUTE RECORD

Bellevue Board of Adjustment, August 19, 2020, Page 3

what is before the Board of Adjustment today.

Schumacher stated the appeal here tonight is related to the only notice the applicant has received which is from June 19, 2020, Mr. Shannon never received the earlier violation notices. He stated there were apparently notices from various dates but they have no knowledge or possession of those previous violation notices and were not aware they existed. Schumacher said they are only appealing the one they have received, which is the one dated June 19, 2020. Schumacher stated the use of the property has remained consistent since 2012. He said by virtue of the agreement itself there is no violation because that has been the party's intent of the contractual language. He stated when they received notice, they ceased parking in those areas and reviewed the contract so the June 19, 2020 alleged violation could not have occurred because all parking north of the building had ceased at that point.

Palm said again, the specific request is the method the City chose to give notice of the alleged violation. She asked if they were here to dispute the violation. Schumacher stated they were in fact disputing the violation. Palm stated the applicant must be very clear what the request is before the Board of Adjustment tonight because it was previously stated by the applicant the question before the Board was the method by which the City had given notice. Schumacher asked when he said that the request was the method by which the City had given notice. Palm asked Schumacher what he was asking the Board to vote on. Schumacher stated he was sure the Board had copies of the pending litigation. Palm stated the Board has copies of all of the lawsuits but the applicant needed to be very clear what he expected the Board to vote on. Schumacher stated in the notice of appeal they were asking for the Board to find no violation. Palm asked if the Board was here to talk about whether the trucks and trailers were parked in violation. Schumacher stated the entire purpose was to ensure there is no zoning violation so if you want to consider that the issue, then by all means do so. Palm stated the Board was here at his request, so he needed to be very specific about what he wanted the Board to discuss and vote on. Palm said again, be very specific about what you are asking the Board to determine this evening. Schumacher stated he wanted the Board to find no zoning violation. Palm asked from which date. Schumacher stated June 19, 2020. Palm restated the question is whether Shannon was in violation of where those trucks and trailers were parked as alleged in the June 19, 2020 violation. Schumacher stated that was correct. He stated the point was the only authority for finding a zoning violation is laws, rules and regulations, and contracts are something the BOA does not typically deal with. He stated the terms of the contract are in litigation now and that is the only basis for the violation. Schumacher stated aside from there being no ground rules of any kind to issue on, there should not be a zoning violation found. Palm clarified that contractual zoning is not typically entered into by the City but that does not mean the Board cannot get involved when requested to do so.

Hawkins asked if the Board is unable to vote in favor of the appeal, will there still be legal issues. Palm stated yes, there is pending litigation. Palm stated the Board still has the authority to determine if there has been a violation, as specifically requested by the applicant.

Anderson said in his view the contract states you are not allowed to park U-Haul trucks and trailers in the north section, north of the north face of the building. He stated his interpretation was the contract did not specify the northeast or the northwest corners of the lot, so he interprets that to mean only the three lots located directly in front of the north face of the building, not the northeast or northwest corners. He stated he did not see a violation unless they were parking in the three spots directly to the north face of the building. Shannon stated occasionally a customer has a late night drop off in those parking spots but he moves them immediately.

Crompton stated his interpretation from reading the contract and the violations was there should be no parking on the north side of the building across the entire parcel.

Discussion ensued regarding parking spaces and interpretation of the contract.

Crompton asked if other violations were given in 2012. Palm stated there were violations given on other dates referenced in the report and copies were in the file.

Anderson asked if any pictures were taken of U-Haul vehicles parked in the three spots north of the north face of the building. Palm displayed a picture from the current year, of two U-Haul trucks parked in those spots.

Palm stated it has been the City's interpretation for the last eight years the northeast and northwest spots were included in the no parking agreement.

MINUTE RECORD

Board of Adjustment Meeting, August 19, 2020 Page 4

Schumacher stated when documentation was requested from the city they received no photographs, citations, documentation, evidence, or response of any kind.

Cain asked Veik if the Board should be voting on this matter since it is in litigation. Veik stated it was appropriate to vote on this matter. Veik stated it is a statutory procedure to come to the Board of Adjustment and other litigation should not influence the Board. Cain asked Veik for her interpretation of the Zoning Agreement. Veik stated the City's interpretation is that the north face also encompasses the northwest and the northeast corners. She stated past violations have been interpreted in the same manner, the first one given in 2012 for parking U-Haul trailers in the areas of the northwest corner.

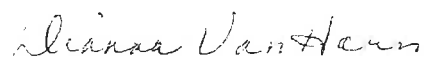
Anderson explained the Board makes the motion in the affirmative for the purposes of being clear and consistent.

MOTION was made by Hawkins, seconded by Crompton to APPROVE the applicants request to grant an appeal on the basis that no zoning violation was found for Lots 1 through 3, Block 55, Bellevue, located in the Southeast ¼ of Section 36, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Main Street Properties, LLC. General Location: 2221 Main Street. Case #: BOA-2008-01.

Upon roll call, Anderson and Hawkins voted yes. Cain and Crompton voted no. MOTION failed.

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

Meeting adjourned at 7:58 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

Bellevue Planning Commission Meeting, August 27, 2020 Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, August 27, 2019 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Cain, Aerni, Ritz, Ackley, Hankins, and Jacobson. Absent were Perrin and Cutsforth. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the Gretna Guide 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.

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

Motion was made by Casey, seconded by Jacobson, to approve the minutes of the July 23, 2020 regular meeting as presented. Upon roll call, Casey, Cain, Aerni, Ritz, Hankins, and Jacobson voted yes. Ackley abstained. Motion carried.

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

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

Ritz explained the public hearing procedures

PUBLIC HEARING was held on a request to rezone Lot 1 Riverview Heights Replat IV, being a replat of Lot 1 Riverview Heights Replat III, and Lot 6 Riverview Heights Replat, from RE and RS-120 to RE for the purpose of an existing single family residence; and small subdivision plat Lot 1 Riverview Heights Replat IV. Applicants: Tom and Mary Hansen. General location: 513 Ridge Road. Case #'s: Z-2007-06 and S-2007-12.

Tom Hansen, 513 Ridge Rd., Bellevue, NE was present. Hansen stated he is handicapped and needs to put a handicap accessible addition onto his current residence. He stated he purchased the property on Lot 6, Riverview Heights Replat, from his neighbor and that residence has since been demolished. Hansen said he is consolidating the lots to allow for the construction of a handicap accessible addition to his residence.

Ackley asked staff if a permit for the demolition of the residence on Lot 6 had been obtained. Palm stated a permit was issued.

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

MOTION was made by Aerni, seconded by Ackley to recommend APPROVAL of a request to rezone Lot 1 Riverview Heights Replat IV, being a replat of Lot 1 Riverview Heights Replat III, and Lot 6, Riverview Heights Replat, from RE and RS-120 to RE for the purpose an existing single family residence; and small subdivision plat Lot 1 Riverview Heights Replat IV. Applicant: Tom and Mary Hansen. Location: 513 Ridge Road. Case #'s: Z-2007-06 and S-2007-12. APPROVAL of the application based upon conformance with the Zoning Ordinance, Subdivision Regulations, and lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON October 6, 2020.

PUBLIC HEARING was held on a request to rezone Lots 1 and 2, Southroads Technology Park, from BG-PCO to BGH, for the purpose of further commercial development. Applicant: Deep Well dba Southroads Technology Park. General location: 1001 Fort Crook Rd N. Case #: Z-2007-09.

Tari Asche, 4907 N 126th St, Omaha, NE was present to speak on behalf of Deep Well. Asche stated Deep Well is doing business as Southroads Technology Park, which they purchased in February 2020. She stated Deep Well has an agreement with United Parcel Service (UPS) to potentially lease the northwest corner of Lot 1 and all of Lot 2 for the purpose of the temporary staging of trucks and trailers. Asche said the staging would be primarily from November to January, and the maximum number of trailers on site would be one hundred and twenty-five (125). She stated the peak day would be Saturday, with some possible traffic on Tuesdays and Wednesdays. Asche stated the peak hours

MINUTE RECORD

Bellevue Planning Commission Meeting, August 27, 2020, Page 2

would be 2 a.m. to 7 a.m. and 7 p.m. to 9 p.m., and the average trips per day would be ten (10).

Palm stated this was the rezoning request and any details regarding the Conditional Use Permit (CUP) should be discussed when public hearing is held for that item.

Steve Denton, 2535 Ed Babe Gomez Avenue, Omaha, NE, stated he was representing UPS and felt he could give Commissioners some insight on UPS's intent for the property. Ritz stated the public hearing was for the rezoning and Mr. Denton would have an opportunity to speak during the hearing for the CUP.

Palm stated Denton could voice his opinion on the rezoning. Denton stated UPS was in-favor of the rezoning. He stated it is a challenge for UPS to find property close to their facility they can lease for temporary storage of their equipment.

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

Jacobson stated the area to the north, known as the prior Sears area, has a fair number of tractor-trailers parked on that lot. Jacobson asked Palm if the zoning was consistent in that area with the change that is being proposed. Palm stated the adjacent zoning along the Fort Crook corridor is industrial and she did not have any issues with the zoning being changed to BGH for this property.

Ackley asked staff what is the purpose of the rezoning application if it is paired with the CUP and staff has recommended denial on the CUP. Palm stated the rezoning request for BGH goes along with the Comprehensive Plan. Palm said Southroads Technology Park has changed greatly in the last five years. She said Southroads was once only retail space but now there are two schools in this location; Cornerstone Christian School which is K through 12, located on the north end of the building and Omaha Public Schools (OPS) is utilizing the south end of the building with a five to ten year lease option. Palm stated the Planning Commission and the city must find that there are no safety concerns with the CUP. She stated she has concerns for safety because there are two playgrounds and a bus route next to the proposed leasing area.

Aerni asked what are some of the uses allowed in BGH. Palm stated BGH allowed for a wider range of commercial uses. Palm listed some of the uses allowed in BGH.

Discussion ensued regarding the zoning and Planned Center Overlay Districts.

MOTION was made by Jacobson, seconded by Hankins to recommend APPROVAL of a request to rezone Lots 1 and 2, Southroads Technology Park, from BG-PCO to BGH, for the purpose of further commercial development. Applicant: Deep Well dba Southroads Technology Park. General location: 1001 Fort Crook Rd N. Case #: Z-2007-09. APPROVAL also based upon perceived negative impact upon the surrounding area and conformance with the Zoning Ordinance and Comprehensive Plan. Upon roll call, Casey, Aerni, Ritz, Ackley, Hankins and Jacobson voted yes. Cain voted no. MOTION carried.

This item will proceed to City Council for PUBLIC HEARING ON October 6, 2020.

PUBLIC HEARING was held on a request for a Conditional Use Permit for Lots 1 and 2, Southroads Technology Park, for the purpose of the temporary parking of trucks and trailers. Applicant: UPS. General location: 1001 Fort Crook Rd N. Case #: CUP-2007-02.

Denton stated he was present on behalf of UPS. He stated he is the Industrial Engineer Section Leader, which means he primarily coordinates all the planning for the hub from 4 p.m. to 8 p.m. Denton said UPS is asking to lease the Southroads lots for temporary parking of leased trailers beginning with their peak season in early November through Christmas. He stated the peak trailer count would be approximately one hundred and twenty five with a few remaining after the peak season until they are returned to the rental companies. Denton stated UPS has a long history of working with their drivers to ensure safety and consideration for the surrounding communities. Denton stated UPS utilized this site last year and there were no issues. He said the trailers would be staged approximately ten times a day and then brought back to the UPS main building. Denton said most of the activity would take place on Saturdays or past 7 p.m. He stated UPS is around schools all day everyday throughout the country and safety is a common practice for UPS.

Bryan Bartels, 2510 Pinehurst Dr, Papillion, NE, Board President of Cornerstone Christian School and Deep Well was present to speak on behalf of UPS. He stated Deep Well is a non-profit organization for childhood education with their first school established in Mali, Africa. Bartels said they support not only Cornerstone

MINUTE RECORD

Bellevue Planning Commission Meeting, August 27, 2020 Page 3

Christian School but also OPS. He said Deep Well will create more schools overseas and they have collaborated with some of the Jesuit Universities who will take Deep Well's students when they are ready for college. He stated all Deep Well funding goes to children or feeding the hungry. Bartels stated the leasing of the site to UPS would help in Deep Well's goals. He stated the site will be fenced, and if required a separate entrance would be constructed for UPS. Bartels said UPS activities would be at night when the children are not present.

Asche stated traffic from UPS trucks will enter from Camp Brewster Road. He said their only entrance will be on the north side and trucks will enter directly into the gated area. She stated there would be no traffic on the site itself. Asche said their main concern was for the children's safety.

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

Cain stated there were letters of concern from residents in the area. She stated part of the Commission's responsibility is concern for the health, safety, and welfare of all citizens; not just the children. Cain said she could not disagree that the safety of children is major, but residents have commented regarding the noise and times of operation. She said UPS working hours are from 4 p.m. to 4 a.m. and this is the time when most people are home with their family or sleeping and they may be bothered by the truck noise. Cain asked how UPS plans to deal with those complaints. Denton said last year they used the parking lot for employee parking as well as for trailers. He stated this year they would not have any employee parking in this lot. Denton stated the truck noise is comparable to the traffic noise that is already in the area. He said there would be some noise from the disconnecting of hoses and brake lines but with a maximum amount of ten per day, not all of them would be done in the middle of the night.

Ackley stated last fall the Commission had several hearings on the location across the street where OPS is building their new school. He said at that time the Commission raised a number of safety concerns and the city recommended approval on that application. Ackley stated for this application there is a confined fenced area where the truck traffic would be entering and various routes for the children coming to school, but staff is recommending denial. Ackley asked staff how they came to that recommendation. Palm stated this CUP would allow truck parking on the same lot as the two schools. She said the elementary school across the street does not have trucks parking on the lot. Palm stated with the elementary school application the concern was for the safety of children getting to school and the city felt OPS adequately addressed that concern. Palm said the difference in this application is there will be trucks moving in and out on the same property as two existing elementary schools.

Ackley asked if the applicant was going to limit hours of operation outside of the school hours. Palm stated the information submitted by the applicant said OPS is requesting zero to limited mobility from 7 a.m. to 9 a.m. and 3 p.m. to 5 p.m. weekdays. Palm stated the response from the applicant said they could not commit to zero but movement levels would be similar to last year, which were busiest on Tuesdays and Wednesdays.

Ackley asked if the applicant would agree to limit their movements outside of school hours would that change the recommendation from staff. Palm stated that would be very difficult to enforce. Palm stated if there is a complaint and Code Enforcement is dispatched the best they can do is have a Code Enforcement Officer sit there and count movements if it is during normal business hours for the city.

Jacobson asked for details of traffic patterns of the trucks entering and exiting the campus. Denton said the route would be from Q Street to Highway 75 and exiting on Chandler.

Cain asked if UPS or Southroads Technology Park had a meeting with the residents in that area. Denton and Asche stated they have not.

Discussion ensued regarding the UPS trailers and the fencing surrounding the parking lot.

Palm stated she would need an updated site plan before this item moved to City Council. She said she would need details on the type of fencing to be installed on the site plan.

Ritz asked if this CUP is approved would Southroads be able to bring in another vendor to utilize the parking lot. Palm said the CUP would stay with the property; however, the Conditional Use Agreement could put certain restrictions in place.

Discussion ensued regarding types of limitations that could be placed in the Conditional Use Agreement.

MINUTE RECORD

Bellevue Planning Commission Meeting, August 27, 2020, Page 4

Jacobson asked Deep Well if lighting was going to be examined. Bartels stated lighting is a key issue because of teachers going in and out in the dark so most of the lighting has been updated. He stated they would also be adding cameras to the lot. Jacobson said his concern was the lighting being too bright and interfering with neighbors' sleep. Bartels stated they have never received any complaints.

Discussion ensued regarding playground locations and the children's movement between the school and the playground.

Aerni asked staff if UPS applied for a CUP because complaints were received. Palm stated there had been complaints to Code Enforcement. She stated Code Enforcement notified the property owner the property was not properly zoned to have the trucks and trailers parked there. Aerni asked if there were screening requirements for this property. Palm stated there were fencing requirements that needed to be approved by the Planning Department.

Ackley asked if the Commission would recommend approval based on hours of operation being outside of school hours and would UPS be willing to accept that restriction. Denton stated it could hinder UPS's operations but they would consider it if it was the deciding factor for this request.

Ackley stated an alternative might be to access Lot 2 from a new access point that would allow the trucks to enter entirely into the fenced area. Denton stated creating a new access point might create problems for the residents with driveways adjacent to the new access point. Palm stated she agreed the new access point would create problems for adjacent neighbors.

Ackley asked Casey for his opinion on trucks in parking lots with two schools and the inability to restrict the children from being near the trailers. Casey stated the ideal situation would be to totally separate the truck activity from the school activity. Casey asked if buses or parents dropping off children would be entering at the same entrance as the trucks.

Discussion ensued regarding constructing a new entrance.

Casey stated when schools are designed the ultimate goal is to separate all school bus traffic from parent traffic to avoid issues and now UPS is adding a third element. He stated he appreciates the fact the truck traffic will be limited during school hours, but it is still a concern and he would like to see some type of separation. Bartels stated Deep Well is happy to do whatever is needed.

Ritz asked if there was a possibility of moving the fencing back to a point where the trucks would not enter the school lot and rather enter directly into the fenced area. Denton stated there would be plenty of space to make that a possibility.

Ritz asked if the required parking is still adequate for the building usage. Palm stated they had adequate parking.

Palm stated she wanted to speak to a secondary access. She said she did not know if that would be a possibility due to specific engineering requirements regarding commercial driveways and spacing. Palm stated there was not a lot of frontage on that side of the lot, which might not allow spacing for an additional commercial driveway.

Hankins stated when trailers are disengaged it sounds like a shotgun blast. He said he agreed with Ms. Cain and felt the noise aspect was a problem.

Aerni asked Denton if a one year limitation on this CUP would affect UPS's investment. Denton stated his role was only to find an area to lease and he was not familiar with the investment part. He stated he would agree to a one-year agreement.

Discussion ensued regarding the zoning change and the permitted uses in those zones.

Ritz stated although truck traffic would be limited the residents may have some problems with the noise. He stated if the Conditional Use Permit Agreement had a timeline of one year placed on it, the city would be able to monitor complaints and address those issues before another CUP was granted. Bartels stated if there is going to be an issue each time there is lights or people working they may have to move the school to another location. He said Deep Well's intentions are to build a large school at this location. Ritz stated his comment regarding noise was related to 2 a.m. movements rather than normal school hours.

MINUTE RECORD

Bellevue Planning Commission Meeting, August 27, 2020 Page 5

Palm asked if the Commission was considering a one-year trial basis, what would be the guidelines for denial of a renewal of the CUP. She stated it would be difficult to determine the baseline for approval or denial.

Ackley stated he appreciated the concerns of the neighbors with regard to the noise, but Southroads Mall was built in the 1960's and most of the homeowners purchased their homes knowing they were neighbors to that facility. He stated safety is the number one item to be considered and with a properly crafted motion and the discussion that has been had we establish separation between children, buses, and truck traffic.

MOTION was made by Ackley, seconded by Aerni to recommend APPROVAL of a request for a Conditional Use Permit for Lots 1 and 2, Southroads Technology Park, for the purpose of the temporary parking of trucks and trailers. Applicant: UPS. General location: 1001 Fort Crook Rd N. Case #: CUP-2007-02. APPROVAL based upon satisfaction of the technical deficiencies referenced in item F on page five (5) of the staff report; and the City Council approval of the rezoning application. Also limiting hours of operation to be outside of school hours. Upon roll call, Casey, Aerni, Ritz, Ackley, Hankins and Jacobson voted yes. Cain voted no. MOTION carried.

This item will proceed to City Council for PUBLIC HEARING ON October 20, 2020.

Meeting adjourned at 8:15 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

Bellevue Board of Equalization, August 31, 2020, Page 1

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:30 p.m. on the 31st day of August, 2020. Present were Council Members Bob Stinson, Paul Cook, Don Preister, Thomas Burns, and Kathy Welch; Absent: Pat Shannon.

Notice of this meeting was given in advance thereof by publication in the Gretna Guide, the designated method for giving notice, and was also given to the Mayor and all members of the Board of Equalization and a copy of the affidavit of publication and the Member'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 Rusty Hike announced that a copy of the Open Meetings Act is posted in the entry to the City Council Chambers.

Approval of the Agenda

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

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

Public hearing to consider the levy of liens for non-payment of costs associated with the demolition and removal of structures at the following locations: 3510 Hancock Street, Bellevue, NE 68005 – Lot 1 Paradise Park, Lot 2 Paradise Park and Lot 3 Paradise Park.

Mayor Hike opened the meeting for public hearing to give opportunity for individuals to speak in favor of or in opposition to the proposed liens. No one in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Hike declared the public hearing closed.

Resolution BOE No. 2020-0831-01: Levying of liens for non-payment of costs associated with the demolition and removal of structures at 3510 Hancock Street – Lot 1 Paradise Park, Lot 2 Paradise Park and Lot 3 Paradise Park

Name (l, f)	Service Address	Parcel #	Legal Description	Amount
Paradise Park Inc.	3510 Harlan Lewis Road, 68005	011587744	Lot 1 Paradise Park	\$798,560.00
Paradise Park Inc.	3510 Harlan Lewis Road, 68005	011587745	Lot 2 Paradise Park	
Paradise Park Inc.	3510 Harlan Lewis Road, 68005	011587746	Lot 3 Paradise Park	
TOTAL				\$798,560.00

Motion was made by Cook, seconded by Welch, for passage of Resolution BOE No. 2020-0721-01: Levying of liens for non-payment of costs associated with the mowing, trimming, tree-removal, demolitions and removal of structures, and/or general clean-up efforts on the identified properties within the City of Bellevue, as presented.

Ms. Bree Robbins, City Attorney, asked the City Clerk for confirmation that the Notice of Meeting was published in a legal public newspaper prior to tonight's meeting. The City Clerk confirmed that it was.

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

Adjournment

There being no further business to bring before the Board, on motion made by Stinson, seconded by Preister, at 5:34 p.m., the meeting adjourned.

MINUTE RECORD

Bellevue Board of Equalization, August 31, 2020, Page 2



Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on August 31, 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 City Council Meeting, September 1, 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 1st day of September, 2020, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Kathy Welch.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led the Pledge of Allegiance. Assistant Pastor William Johnson, Revival Tabernacle Church, 2226 Jefferson Street, Bellevue, gave the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA

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

Motion was made by Preister, seconded by Stinson, to amend the agenda by moving Item #11a, under Ordinances for Adoption (3rd reading), to the end of the agenda before Item #17, Administration Reports.

Motion was made by Welch, seconded by Cook, to amend the agenda by pulling Item #10a, under Liquor Licenses, per the applicant's request.

Roll call to amend the agenda, by removing Item #10a, under Liquor Licenses, was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Discussion ensued on Preister's motion to amend by moving #11a to right before #17.

Following discussion Preister withdrew his motion to amend by moving #11a to right before #17 and Stinson withdrew his second.

Motion was made by Preister, seconded by Stinson, to amend the agenda by moving Item #11a, under Ordinances for Adoption (3rd reading), to the end of the agenda following Item #18a, Closed Session.

Roll call to amend the agenda, by moving Item #11a, to the end of the agenda following Item #18a, was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: Shannon; absent: none. Motion carried.

Roll call to approve the agenda, as amended, 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 Cook, seconded by Preister, to approve the consent agenda which included the following: Approval of the August 18, 2020 City Council Minutes, Approval of the Claims, and Approval of the appointment of Evonne Edgington to the Library Advisory Board for a 5-year term ending June 2025.

Cook requested the Claims be removed from the consent agenda.

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

APPROVAL OF THE CLAIMS:

Motion made by Cook, seconded by Preister to approve the claims.

Cook requested clarification on a claim under Legal to Erickson & Sedestrom, PC for \$8,824.60. Mr. Jim Ristow, City Administrator, informed him Councilman Shannon has named the City Attorney, Bree Robbins, as a defendant in a lawsuit against the city, therefore Ms. Robbins has to conflict out and not represent the city so the city contracted out with them for legal matters.

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:

Mayor Hike read a Proclamation declaring September as "National Library Card Signup Month" and presented it to the Library Director, Julie Dinville.

Mayor Hike and Mr. Jim Ristow, City Administrator, presented a token of appreciation to Interim Chief Tom Dargy for his dedication and leadership during this time of transition, dedication and sacrifice.

MINUTE RECORD

Bellevue City Council Meeting, September 1, 2020, Page 2

Mr. Ristow introduced the new Bellevue Police Chief, Mr. Ken Clary, who was joined by his wife Jodi Clary. Police Chief Clary was sworn in by Mayor Hike and presented with his badge. Chief Clary stated he was looking forward to working with everyone and thanked the Administration for giving him this opportunity.

ORGANIZATIONAL MATTERS: Under consent agenda

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES: Item removed

ORDINANCES FOR ADOPTION (Third Reading)

Ordinance No. 4005: Annual Appropriations Bill (Finance Director)

Ordinance No. 4005: An Ordinance to adopt the budget statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date was read by title only for the third and final reading.

Mayor Hike opened the meeting to the public to give opportunity for individuals to speak in favor of or in opposition to Resolution No. 2020-35. No one in the audience came forth to speak in support of or in opposition to the resolution. Mayor Hike declared the public hearing closed.

Motion was made by Preister, seconded by Welch to approve Resolution No. 2020-35: A resolution to set the 2020-2021 Property Tax Request.

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

Motion was made by Cook, seconded by Preister to approve an additional 1% in the base of restricted funds.

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

Motion was made by Preister, seconded by Welch to approve the 2020 – 2021 fiscal budget, Ordinance No. 4005: An Ordinance to adopt the budget statement to be termed the Annual Appropriations Bill; to appropriate sums for necessary expenses and liabilities; to provide for an effective date.

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

ORDINANCES FOR PUBLIC HEARING: (Second Reading): None

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 4006: To Allow for Statutory Changes and Revisions to be incorporated into several sections of the City Code which have been affected by or generated by legislative changes and to add or change legislative citations (Legal)

Ordinance No. 4006: An Ordinance to allow for statutory changes and revisions to be incorporated into several sections of the City Code which have been affected by or generated by legislative changes and to add or change legislative citations was read by title only for the first reading. Second reading and public hearing will be held on September 15th.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None

RESOLUTIONS:

Resolution No. 2020-36: Approve and authorize Mayor to sign updated Master Fee Schedule.

Motion made by Preister, seconded by Shannon, to table Resolution No. 2020-36 to the September 15th City Council.

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

Resolution 2020-38: Authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2020 verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2020 to December 31, 2020 (City Clerk)

Motion made by Cook, seconded by Welch, to approve Resolution 2020-38: Authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2020 verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2020 to December 31, 2020.

Roll call on motion to approve as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes;

MINUTE RECORD

Bellevue City Council Meeting, September 1, 2020, Page 3

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the addendum to the original contract with DIY Holding Company, LLC., increasing the original contract for 2020 Concrete Projects by \$175,000.00 (Public Works)

Motion made by Stinson, seconded by Preister, to approve and authorize the Mayor to sign the addendum to the original contract with DIY Holding Company, LLC., increasing the original contract for 2020 Concrete Projects by \$175,000.00.

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

Approve and authorize the Mayor to sign the Agreement with AVI to provided professional engineering services for the emergency operation center in an amount not to exceed \$17,867.52 (Community Development Director/Legal)

Motion made by Welch, seconded by Preister, to approve and authorize the Mayor to sign the Agreement with AVI to provided professional engineering services for the emergency operation center in an amount not to exceed \$17,867.52.

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

Approve and authorize the Mayor to sign a Lease Agreement for the leasing of certain properties in Haworth Park (Community Development Director)

Motion made by Preister, seconded by Cook, to approve and authorize the Mayor to sign a Lease Agreement for the leasing of certain properties in Haworth Park.

Motion made by Shannon, seconded by Welch, to amend with all the changes shown on the copy of the leased passed out tonight.

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

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

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

(The monthly report for August was attached and reviewed by the Council.)

Motion was made by Shannon to adjourn sine die, motion died due to a lack of a second.

CLOSED SESSION: LITIGATION UPDATES

Motion was made by Welch, seconded by Cook for the City Council go into closed session at this time for protection of the public interest. The subject matter to be discussed in closed session is Litigation Updates. The following individuals were included in the Litigation Updates during closed session: Mayor Rusty Hike, Jim Ristow, Bob Stinson, Paul Cook, Don Preister, Thomas Burns, Kathy Welch, Bree Robbins, Heather Viek, Tahnee King, Susan Kluthe, Mark Elbert, Tammi Palm, and Darryl Kuhlman.

Bree Robbins, City Attorney, stated at this time she will have Heather Viek come speak briefly prior to the vote as she is representing the City in these litigation matters that are subject to closed session.

Heather Viek addressed the City Council that the topics to be discussed in closed session will be litigation updates involving pending litigation matters that Council Member Pat Shannon has against the City. Since she needs to discuss these items confidentially with her clients and it would be unethical to discuss these matters in front of Councilman Shannon as she needs to advise her clients separately, Pat Shannon has been excluded from attendance in closed session.

Roll call on motion to go into Closed Session was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; abstaining: Shannon. Motion carried.

Mayor Hike stated it is 6:48 p.m. and we will now go into Closed Session. Closed session will take place in the EOC room upstairs and stated all individuals that were announced to head upstairs. At 6:51 p.m., Mayor Hike took roll call of those present in Closed Session and Darryl Kuhlman was not in attendance.

Mayor Hike stated there was a motion made by Welch, seconded by Stinson to come out of Closed Session and reconvened back into Open Session at 7:08 p.m.

Roll call on motion to come out of Closed Session and reconvene back into Open Session was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; abstaining: Shannon. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, September 1, 2020, Page 4

Mayor Hike stated it is 7:08 p.m. and we are now back in Open Session.

Ordinance No. 4004: Request to rezone Lots 1 through 3, Block 55, City of Bellevue, from BGM-OTO to RG-50-OTO. Applicant: City of Bellevue. General location: 2221 Main Street. (Planning Manager)

Ordinance No. 4004: 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 2221 Main Street, more particularly described in Section 1 of the Ordinance and to provide an effective date was read by title for the third and final time.

Councilman Shannon stated at this point Mayor he was going to invoke City Code 2-71. He said he would like the minutes to reflect that he is opposed to this action for the following reasons. Each of you have been advised that you have a conflict and should recuse yourselves, and is reminding them of that. He said he objects to this action of the City Council tonight because Chapter 31, Appendix A, Article 10, Section 10.02 of the Bellevue City Ordinance governs appeals before the Board of Adjustments and when the Board of Adjustments is pending, it stays all further actions on the item. The city has violated this stay three times and the action that is contemplated tonight is fruit of the poisonous tree because the Planning Commission meeting action was improper, the first reading was improper, the second reading was improper and the vote tonight will be improper. So, for these reasons he objects and protest the actions of the City Council here tonight. The City Attorney can advise you what the city wants you to do but each of you is individually responsible for your actions from here on. He recused himself as the property owner and because he will not participate in the illegal vote, you're being asked to make tonight.

Mayor Hike stated his objection was noted. Councilman Shannon left his council seat and sat in the council chambers audience.

Motion was made by Cook, seconded by Preister to approve Ordinance No. 4004: 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 2221 Main Street, more particularly described in Section 1 of the Ordinance and to provide an effective date.

Councilman Preister responded to the statement of Councilman Shannon, by stating Councilman Shannon's statement was not a statement of fact but a statement of his opinion and that opinion will finally be decided on by the court. Preister stated he don't happen to hold that opinion but it is just his opinion.

Roll call on the motion to approve Ordinance No. 4004 was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; abstaining: none; absent: Shannon. Motion carried.

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Cook, seconded by Welch, the meeting be adjourned at 7:13 p.m.

Councilman Shannon requested the Clerk reflect in the minutes he returned. Let the record reflect, Councilman Shannon returned to his council seat from sitting in the council chambers audience, never leaving council chambers, prior to the vote on Item #11a.

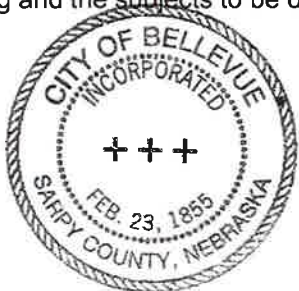
Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.



Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on September 1, 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

*6a.
9/15/2020

CLAIMS FOR SEPTEMBER 15, 2020

PAGE 1

MAYOR

CENTURY LINK	MONTHLY SERVICE-2020-8-22	12.36
		<u>\$ 12.36</u>

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	102.94
CENTURY LINK	MONTHLY SERVICE-2020-8-22	23.91
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	4,641.90
ERWIN'S JEWELRY	AWARD FOR DARGY	45.00
LUIGIS ITALIAN BAR & GRILL	CPS-LUNCH FOR POLICE CHIEF INTERVIEW	28.79
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	42.86
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	73.23
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	98.07
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES 2020-09-26	135.96
		<u>\$ 5,192.66</u>

COUNCIL

METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	120.27
		<u>\$ 120.27</u>

LEGAL

ABACUSNEXT	CPS-MONTHLY SUBSCRIPTION	118.00
AMAZON.COM, LLC	CPS-OFFICE SUPPLIES	96.76
CENTURY LINK	MONTHLY SERVICE-2020-8-22	24.31
DROP BOX	CPS-LEGAL FEES	19.99
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	3,109.92
JIMMY JOHNS	CPS-LUNCH WITH OUTSIDE COUNSEL	43.59
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	26.69
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	39.67
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	65.38
NEBRASKA.GOV	CPS-SUBSCRIPTION	248.65
		<u>\$ 3,792.96</u>

CABLE ADVISORY

ADOBE CREATIVE SOFTWARE	CPS-SOFTWARE YEARLY RENEWAL	1,027.07
CENTURY LINK	MONTHLY SERVICE-2020-8-22	8.24
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	3,857.20
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	23.55
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	30.36
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	65.38
		<u>\$ 5,011.80</u>

CITY CLERK

CENTURY LINK	MONTHLY SERVICE-2020-8-22	12.36
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	2,362.64
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	22.29
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	28.53
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	65.38
		<u>\$ 2,491.20</u>

FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	121.61
CENTURY LINK	MONTHLY SERVICE-2020-8-22	59.88
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	5,219.88
GREAT PLAINS ADA CENTER	CPS-ADA CERTIFICATION	25.00

MINUTE RECORD

CLAIMS FOR SEPTEMBER 15, 2020

PAGE 2

FINANCE/RISK MANAGEMENT (cont'd)

INDOFF	CHAIR MAT	116.45
INFOSAFE SHREDDING	DOCUMENT SHREDDING SERVICE	30.00
JIMMY JOHNS	CPS-LUNCH FOR CONFERENCE	51.01
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	68.22
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	105.89
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	196.14
NEOPOST USA INC	POSTAGE REFILL	2,000.00
THE CURE	FOAM KNEE PADS	294.00
		<hr/>
		\$ 8,288.08

LIBRARY

CBI*XWAYS	CPS-SOFTWARE	53.49
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	124.65
CENTURY LINK	MONTHLY SERVICE-2020-8-22	41.19
CONNIE BARNARD	REIMB FOR CLEANING SUPPLIES	165.72
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-8-23	107.39
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	7,623.75
IMAGE DATACORP	CPS-SOFTWARE	249.00
INDOFF	OFFICE SUPPLIES	133.80
INGRAM LIBRARY SERVICES	BOOKS	2,406.63
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	11.28
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	75.74
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	92.40
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	261.52
OCLC INC	ON-LINE CATALOGING	1,357.52
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-26	2,048.31
PADDLENET	CPS-REFLECTORS FOR WINDOWS	19.25
RECORDED BOOKS	VIDEOS	134.59
SCOTT WELCH	MONTHLY WEB HOSTING	125.00
WALMART COMMUNITY	PROGRAM SUPPLIES	42.40
WESTLAKE ACE HARDWARE	KEYS	11.96
		<hr/>
		\$ 15,085.59

ADMINISTRATIVE SERVICES

CENTURY LINK	MONTHLY SERVICE-2020-8-22	57.57
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	12,151.40
INFOSAFE SHREDDING	DOCUMENT SHREDDING SERVICE	30.00
INTEGRATED REHAB	RANDOM DRUG TESTS	770.00
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	81.95
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	101.00
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	294.21
NEBRASKA ASSN OF TRANSPORTATION PROVIDERS	MEMBERSHIP DUES	115.00
ONE SOURCE	BACKGROUND CHECKS	198.20
SOCIETY FOR HUMAN RESOURCE MGT	CPS-CONFERENCE	600.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES 2020-09-26	1,571.10
		<hr/>
		\$ 15,970.43

CODE ENFORCEMENT

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	7,714.40
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	41.45
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	52.63
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	130.76
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-2020-9-26	292.80
		<hr/>
		\$ 8,232.04

MINUTE RECORD

CLAIMS FOR SEPTEMBER 15, 2020

PAGE 3

PUBLIC WORKS

CENTURY LINK	MONTHLY SERVICE-2020-8-22	49.43
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	6,446.32
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	49.61
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	65.75
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	218.35
SARPY CO REGISTER OF DEEDS	RECORDING FEES	48.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES 2020-09-26	52.48
		<u>\$ 6,929.94</u>

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING-CYCLE 9	9,521.90
A-RELIEF SERVICES	PORTABLE RESTROOM-SWANSON PARK	166.00
BEST CUT LAWN CARE	MOWING-LAKEWOOD VLG-SID 265	2,842.82
CENTURY LINK	MONTHLY SERVICE-2020-8-22	37.07
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-8-23	363.42
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	8,089.18
INDUSTRIAL SALES COMPANY	CPS-REPAIR FOUNTAIN-AHP	706.71
JACK C GAGE	REIMB FOR LEARNER'S PERMIT	15.75
MATTTHEW PAUL RYLE	LOCATES CABLES FOR FOUNTAIN-AHP	950.00
MENARDS	TOOLS	144.74
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	94.20
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	104.63
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	326.90
MIDWEST DCM, INC	CDBG WASHINGTON PARK IMP	121,085.78
MIDWEST IMPRESSIONS	UNIFORM SWEATHSIRTS	472.40
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-26	5,203.04
PRECISE MRM LLC	POOLED DATA PLAN	225.00
SITEONE LANDSCAPE SUPPLY	FERTILIZER	4,452.05
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES 2020-09-26	2,530.19
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	14.42
WESTLAKE ACE HARDWARE	FACE MASKS, GLOVES, SUPPLIES	154.65
		<u>\$ 157,500.85</u>

RECREATION

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	27.42
CENTURY LINK	MONTHLY SERVICE-2020-8-22	52.04
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-8-23	88.39
DICK'S CLOTHING AND SPORTING GOODS	CPS-BASEBALL/TENNIS EQUIPMENT	1,288.32
DILLONS CUSTOMER CHARGES	CPS-CONCESSION SUPPLIES	52.22
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	2,109.96
LOIS WALKER	REFUND FOR WEDDING ANNIVERSARY	325.00
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	25.12
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	32.61
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	65.38
MIDWEST IMPRESSIONS	SOCCER JERSEY	1,843.65
SAM'S CLUB DIRECT	CONCESSION SUPPLIES	138.56
TAYLOR TEMPLETON	REFUND FOR WEDDING RECEPTION	375.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES 2020-09-26	212.78
		<u>\$ 6,636.45</u>

BUILDING MAINTENANCE

BIG RED LOCKSMITHS	REPAIR DOOR LOCK-LIBRARY	20.00
CENTURY LINK	MONTHLY SERVICE-2020-8-22	4.12
CHEMSEARCH	HAND WIPES	385.90

MINUTE RECORD

CLAIMS FOR SEPTEMBER 15, 2020

PAGE 4

BUILDING MAINTENANCE (cont'd)

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	6,901.83
GALVIN GLASS	REPLACEMENT GLASS FOR WINDOWS	463.82
JACKSON SERVICES, INC	DOOR MAT SERVICE	143.88
MENARDS	SUPPLIES, LUMBER, HOSE, CLEANING SUPPLIES, CAULK, SANDER	437.97
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	54.32
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	64.31
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	196.14
NEWMAN SIGNS	NEW TRAFFIC SIGNS	225.49
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	464.81
OMAHA DOOR & WINDOW COMPANY	NEW DOOR-WASH BAY	852.84
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-26	1,905.63
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	111.80
TITANIUM FIRE SPRINKLER COMPANY	INSPECTION, REPLACE PIPING	890.00
WESTLAKE ACE HARDWARE	CAULK, BATTERIES, LEVEL	40.93
		\$ 13,163.79

CEMETERY

CENTURY LINK	MONTHLY SERVICE-2020-8-22	4.12
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-8-23	83.39
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	1,506.62
MENARDS	PLUMBING SUPPLIES	26.95
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	18.06
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	22.42
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	65.38
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-26	156.27
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES 2020-09-26	91.85
		\$ 1,975.06

STREETS

ALFRED BENESCH & COMPANY	CAPEHART RD-DESIGN TO AUG 30, 2020	48,103.58
AMERICAN CONCRETE PRODUCTS CO	CONCRETE INLETS	12,250.00
CENTURY LINK	MONTHLY SERVICE-2020-8-22	37.07
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-8-23	274.17
DIY HOLDING COMPANY, LLC	2020 CONCRETE PROJECTS	58,224.54
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	39,267.87
FELSBURG HOLT & ULLEVIG, INC	36TH ST N 370 PRELIMINARY DESIGN	5,742.88
FELSBURG HOLT & ULLEVIG, INC	36TH ST PRELIMINARY DESIGN	49,840.67
INDEPENDENT SALT CO	ICE CONTROL SALT	1,483.50
J & J SMALL ENGINE SERVICE	POLE PRUNER, TRIMMER	696.00
JAMES DILLON	ADD ON TANKER ENDORSEMENT-CDL	14.50
KILDOW CONSTRUCTION, INC	REPAIR MANHOLE	4,500.00
LED LIGHTING SOLUTIONS	RADAR SPEED SIGN	6,459.98
LOGAN CONTRACTORS SUPPLY	WATER WAX, WOOD STAKES	244.94
MARTIN PRODUCTS SALES, LLC	BULK OIL	373.70
MENARDS	PULL LINE, CONCRETE MIX, LUMBER, SHOVELS, RAKE FLASHLIGHTS	949.17
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	271.92
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	318.43
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	1,013.39
MICHAEL TODD & COMPANY	TRAFFIC CONES, GUTTER BROOMS	5,884.80
MID-AMERICAN SIGNAL	STREET POLE REPAIR	571.93
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-26	14,510.84
OMNI	ASPHALT	1,966.30
PRECISE MRM LLC	POOLED DATA PLAN	690.00

MINUTE RECORD

CLAIMS FOR SEPTEMBER 15, 2020

PAGE 5

STREETS (cont'd)

READY MIXED CONCRETE COMPANY	CONCRETE	14,584.64
SHERWIN WILLIAMS CO	PAINT	259.00
UPS STORE	SHIPPING CHARGE-MONITOR	40.63
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES 2020-09-26	2,402.25
UTILITY EQUIPMENT COMPANY	HDPE PIPE	3,763.81
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	SUPPLIES	5.52
WILBUR ELLIS	FERTILIZER	214.25
		\$ 274,973.70

FLEET MAINTENANCE

911 CUSTOM, LLC	STEEL SKID PLATE	288.00
AA WHEEL & TRUCK SUPPLY, INC	LED LIGHT	20.88
ANDERSON INDUSTRIAL ENGINES CO	RECOIL STARTER	79.20
ARROW TOWING	HD WRECKER TOW CHARGE	225.00
AUTO VALUE PARTS - SOUTH OMAHA	BATTERY	106.75
AUTOMOTIVE WAREHOUSE DIST, INC	MUFFLER CLAMPS, ADHESIVE SEALANT, PARTS, COUPLINGS	723.88
BAUER BUILT	TIRES	265.22
BAXTER CHRYSLER DODGE JEEP	LOWER ARM, HEX NUT, NOZLE, HEATER HOSE, STRUT TENSIONER	191.87
BEARDMORE CHEVROLET	HANDLE	93.46
BELLEVUE TIRE & AUTO SERVICE	TIRES	532.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	16.40
CENTURY LINK	MONTHLY SERVICE-2020-8-22	28.83
CERTIFIED TRANSMISSION	REPROGRAM COMPUTER FOR TRANSMISSION	119.95
CORNHUSKER INTERNATIONAL TRUCKS	FILTER, SENSORS, CONNECTORS, FUEL FILTER HOUSING	1,715.19
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-8-23	107.39
CUMMINS SALES AND SERVICE	NITROGEN SENSORS	451.46
DAVE LAMBSON	REIMB FOR ASE EXAMS	171.00
ED M FELD EQUIPMENT CO	LED MARKER	79.08
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	19,510.81
EQUIPSUPPLY	CPS-MOTOR AND CAPACITOR	96.99
FACTORY MOTOR PARTS CO	SPARK PLUGS, CONTROL ARM, OIL	93.06
FARM PLAN	GROMMETS	11.16
FLEET PRIDE	AIR VALVE	75.84
GRAINGER	TRAILER TAILGATE ASSIST	424.20
IMAGE360 - OMAHA CENTRAL	CITY DECALS	998.37
INLAND TRUCK PARTS CO	BRAKE SHOE FOR FIRE TRUCKS	613.16
INTERSTATE BATTERIES	BATTERIES	526.61
J & J SMALL ENGINE SERVICE	ELASTOSTART ASSEMBLY, STARTER KIT, V-BELTS	759.25
JIM HAWK TRUCK TRAILERS	PARTS, CARTRIDGES	124.30
KRIHA FLUID POWER CO	HOSE FITTINGS	168.41
MATHESON TRI-GAS INC	WELDING SUPPLIES	47.65
MENARDS	FILTER, WATER COOLER, LEVEL, PAINT	183.59
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	147.74
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	185.41
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	490.35
MIDLANDS AUTO REPAIR	ALIGNMENT	70.00
NAPA AUTO PARTS	FILTERS, FITTINGS, MIRROR, SPRAYER, BRAKLEEN, OZZY JUICE, BELTS	957.04
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, EYELETS, CONNECTORS	448.58
NMC EXCHANGE LLC	COUPLINGS	234.28
NORTHERN TOOL & EQUIPMENT	DRUM KITS	15.98
OMAHA GLASS PRO LLC	CPS-TINT WINDOWS	249.00

MINUTE RECORD

CLAIMS FOR SEPTEMBER 15, 2020

PAGE 6

FLEET MAINTENANCE (cont'd)

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-26	1,342.49
O'REILLY AUTOMOTIVE PARTS	DEGREASER, BATTERIES	60.91
P&M HARDWARE	IDLE PULLEY, BELT, BLADES	356.85
POWERPLAN	CONTROL VALVE	621.76
R & R PRODUCTS, INC	TIRES FOR MOWERS	787.60
SEAGRAVES FIRE APPARATUS, LLC	HANDLE	103.19
SMITH INTERNATIONAL TRUCK CENTER	WINDSHIELD, BEARINGS, PARTS	5,644.32
SUPERIOR VAN & MOBILITY, LLC	CPS-GAS SPRING, HARNESS ROLLSTOP	385.07
TERMINAL SUPPLY CO	CONNECTORS	38.38
TRI-V TOOL & MFG CO	MOWER BRACKETS	60.00
TY'S OUTDOOR POWER & SERVICE	V-BELT, MUFFLER	266.82
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES 2020-09-26	251.85
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	104.90
WATEROUS COMPANY	SOLENOID	131.99
WELDON PARTS INC	CPS-SERVICE	289.02
WESTLAKE ACE HARDWARE	SUPPLIES	92.08
WOODHOUSE FORD SOUTH	BOLTS, RETAINERS, WASHERS	52.10
		<u>\$ 42,236.67</u>

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLE	463.08
		<u>\$ 463.08</u>

PLANNING

CENTURY LINK	MONTHLY SERVICE-2020-8-22	12.36
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	4,286.59
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	332.90
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	32.19
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	40.68
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	98.07
		<u>\$ 4,802.79</u>

PERMITS & INSPECTIONS

ANDERSON EXCAVATING & WRECKING	DEMOLITION-PARADISE LAKE PARKS	84,320.00
CENTURY LINK	MONTHLY SERVICE-2020-8-22	20.59
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	12,182.35
INDOFF	OFFICE SUPPLIES	152.98
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	75.36
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	95.96
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	261.52
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES 2020-09-26	702.82
		<u>\$ 97,811.58</u>

POLICE

911 CUSTOM, LLC	PEPPER SPRAY	1,465.00
ANDERSON FORD	(9) 2020 FORD POLICE INTERCEPTER	330,750.00
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	126.00
AUTO BODY AUTHORITY	REPAIRS TO UNIT 815 AND P/U	1,965.00
AXON ENTERPRISE, INC	CPS-TASER CARTRIDGES, BATTERIES	875.00
BEST WESTERN PLUS DES MOINES	CPS-LODGING FOR TRAINING	439.30
BROWNELLS	FIREARMS CLEANING	608.10
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	2.37
CARL M GRUBB	PER DIEM ADVANCE FOR TRAINING	229.50
CEDAR VALLEY HUNT CLUB	CPS-TRAINING	290.76
CENTURY LINK	MONTHLY SERVICE-2020-8-22	377.13

MINUTE RECORD

CLAIMS FOR SEPTEMBER 15, 2020

PAGE 7

POLICE (cont'd)

COLLISION FORENSIC SOLUTIONS	MAINTENANCE FOR CRASH SOFTWARE	621.00
COMPLETE TACTICAL CONSULTANTS	CPS-ON-LINE TRAINING	5,177.50
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-8-23	184.99
CRIMINAL ADDICTION, INC	CRIMINAL INTERDICTION CLASS	300.00
DANA SAFETY SUPPLY, INC	K9 WATER DISH, SUPPLIES	116.00
DATASOURCE MOBILITY, LLC	CRUISE MDC EQUIPMENT	8,708.10
DON'S PIONEER UNIFORMS	UNIFORM ITEMS	2,516.83
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	127,834.77
FAIRFIELD INN & SUITES	CPS-LODGING FOR TRAINING	107.52
GALL'S, LLC	RADIO HOLDERS, BATON	722.58
GARMAGUARD	CPS-SUPPLIES	63.99
GRAPHIC DESIGNS INTERNATIONAL, LLC	REPAIR GRAPHIC-UNIT 627	58.01
GREAT PLAINS UNIFORMS	UNIFORMS, TACTICAL VEST	1,796.68
HOMEFRONT INN	CPS-LODGING FOR TRAINING	1,185.00
HOTSY EQUIPMENT CO	REPAIR PRESSURE WASHER	417.71
INDOFF	OFFICE SUPPLIES	131.70
INFOSAFE SHREDDING	DOCUMENT SHREDDING SERVICE	90.00
LARRY LAMPMAN	PER DIEM ADVANCE FOR TRAINING	229.50
LP POLICE	MONTHLY LOCATE PLAN-AUG 2020	129.95
MARKING REFRIGERATION, INC	REPAIR EVIDENCE COOLER	1,507.75
MENARDS	TOTES	95.76
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	853.68
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	1,608.64
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	3,561.74
MIDLANDS PRINTING	BUSINESS CARDS	187.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	LODGING, BASIC TRAINING FOR NEW RECRUITS	570.00
NEBRASKA SECRETARY OF STATE	NOTARY FEE-BEES	30.00
NEWEGG BUSINESS, INC	CPS-SUPPLIES	311.31
QUALITY INN	CPS-LODGING FOR TRAINING	292.92
RAY ALLEN MANUFACTURING CO	CPS-K9 SUPPLIES	149.79
SILVERSTONE GROUP, INC	CONSULTING-ABBOTT LETTER VS COB	1,500.00
SUPER SEER CORPORATION	BALLISTIC HELMETS, CARRYING BAGS	44,373.80
TODD JORDAN CONSULTING, INC	K9 RECERTIFICATION	300.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES 2020-09-26	8,920.94
VAN METER & ASSOCIATES	CPS-TRAINING	170.00
VERIZON WIRELESS	MONTHLY SERVICE-2020-8-23	761.50
		\$ 552,714.82

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	72.24
AMAZON.COM, LLC	CPS-BAGS FOR EMS, FITNESS EQUIPMENT, OFFICE CUPPLIES, SHOES, FLAGS	1,945.45
BODY BASICS FITNESS EQUIPMENT	FITNESS EQUIPMENT	3,000.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,821.64
CENTURY LINK	MONTHLY SERVICE-2020-8-22	104.98
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-8-23	576.95
EC DATA SYSTEMS, INC	CPS-FAX SERVER SHARE	7.95
ED M FELD EQUIPMENT CO	CYLINDER ASSEMBLY, COMPRESSOR MAINTENANCE, SCBA TESTING & REPAIRS	5,491.28
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	70,553.31
GOTOMEETING	VIDEO CONFERENCE	500.76
KFT FIRE TRAINERS	TOWER UPGRADE	86,485.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	76.48
McKESSON MEDICAL-SURGICAL GOVT SOLUTIONS	ISOLATION GOWNS	2,699.43

MINUTE RECORD

CLAIMS FOR SEPTEMBER 15, 2020

PAGE 8

FIRE & RESCUE (cont'd)

MENARDS	WAX BOWL RING, SUPPLIES	35.76
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	577.76
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	942.36
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	2,190.23
NORTH CENTRAL EMERGENCY VEHICLES	BALANCE ON 2019 FORD F550 AMBULANCE	96,122.00
NORTH CENTRAL EMERGENCY VEHICLES	PARTS FOR MEDIC 41 CHASSIS	9,454.03
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-26	8,258.46
SANDRY FIRE SUPPLY, LLC	BUNKER COATS BUNKER GEAR	38,970.00
SECURITY EQUIPMENT	SECURITY MONITORING	7,914.24
STRYKER SALES CORPORATION	AED'S MAINTENNCE AGREEMENT	5,184.00
TELEFLEX FUNDING LLC	MEDICAL SUPPLIES	4,655.00
U.S. CELLULAR	MONTHLY SERVICE-2020-8-10	474.64
UNDERWRITERS LABORATORIES	LADDER AND AERIAL TESTING	10,475.25
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES 2020-09-26	5,256.04
WALKERS UNIFORM RENTAL	HONOR GUARD UNIFORM CLEAN-UP	11.95
WESTLAKE ACE HARDWARE	KEYS	7.58
ZOLL MEDICAL CORPORATION	HOSTED BILLING PRO	492.80
ZOLL MEDICAL CORPORATION	FRMS/RMS MAINTENANCE	3,302.25
		\$ 367,659.82

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2020-8-19	620.04
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-8-23	430.81
METRO AREA TRANSIT	MAT SERVICE-JULY 2020	5,231.00
SCOTT WELCH	CPS-MONTHLY WEB DESIGN MAINTENANCE	125.00
		\$ 6,406.85

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	POWER SUPPLY	753.28
BLUE VALLEY PUBLIC SAFETY	TIME AND LABOR TO REPAIR SIREN	1,119.00
CORE TECHNOLOGIES, INC	UC ADMINISTRATOR SERVICE	132.75
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	59.95
MOTOROLA SOLUTIONS, INC	EARPIECES, REMOTE SPEAKER MIC	826.80
SECURITY EQUIPMENT	BACKUP READER BOARD	1,741.00
		\$ 4,632.78

WASTEWATER

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	11.19
CENTURY LINK	MONTHLY SERVICE-2020-8-22	113.04
CITY OF OMAHA	SEWER FEES-FEB 2020	507,190.47
CITY OF OMAHA	SEWER FEES-JAN 2020	514,144.58
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-8-26	283.39
ELLIOTT EQUIPMENT CO	SEWER JET PARTS, HOSE, SPOTLIGHTS, SUPPLIES	599.59
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-SEP 2020	9,013.98
GRAINGER	MARKING PAINT	374.00
HANEY SHOE STORE	SAFETY SHOES-BROWN	361.98
HOA SOLUTIONS, INC	LIFT STATION UPGRADE-PHASE 4	38,292.75
HOSE & HANDLING, INC	COUPLERS, ADAPTERS, VALVES	363.05
HTM SALES, INC	CHECK VALVES, SOLENOID	3,860.00
MENARDS	FAST SET CONCRETE MIX, MEETING SUPPLIES, ROPE, ANTENNA, CLEANING SUPPLIES	151.51
METLIFE INSURANCE CO	LIFE INSURANCE-SEP 2020	76.94
METLIFE INSURANCE CO	LTD INSURANCE-SEP 2020	94.16
METLIFE-GROUP BENEFITS	DENTAL INSURANCE-SEP 2020	294.21

MINUTE RECORD

CLAIMS FOR SEPTEMBER 15, 2020

PAGE 9

WASTEWATER (cont'd)

NEBRASKA FURNITURE MART	MONITOR EXTENSION	521.38
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-26	3,121.64
READY MIXED CONCRETE COMPANY	CONCRETE	272.95
SAPP BROS PETROLEUM	MACHINE OIL, HYD FLUID	1,330.00
U.S. CELLULAR	MONTHLY SERVICE-2020-8-10	268.92
UNITED RENTALS (NORTH AMERICA), INC	PLUG FLOW THRU, LIFT LINE	105.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES 2020-09-26	1,082.08
USA BLUE BOOK	COMBO WRENCH SETS	522.05
		<u>\$ 1,082,449.78</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-8-26	100.35
		<u>\$ 100.35</u>

COMMUNITY DEVELOPMENT

MECHERE CAMPBELL	REFUND FOR OVERPAYMENT ON LOAN	57.65
		<u>\$ 57.65</u>

FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE-2020-8-21	336.01
		<u>\$ 336.01</u>

BELLEVUE MUNICIPAL BUILDINGS

DC ELECTRIC/HEARTLAND LIGHTING	ELECTRICAL WORK WHILE REPLACING ROOF-BAE	3,320.00
		<u>\$ 3,320.00</u>

G.O. BONDS

UMB BOND PAYMENT	SID 265, GORB-2020-9-15	436,627.80
UMB BANK - TRUST OPERATIONS	GORB 2020 DTD 2020-8-14	5,231.25
		<u>\$ 441,859.05</u>

TOTAL CLAIMS FOR SEPT 15, 2020 \$ 3,130,228.41

TOTAL PAYROLL FOR AUG 21, 2020 \$ 1,006,924.21

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/15/2020		SUBMITTED BY: Finance Department	
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:

Authorize staff to pay claims that pertain to the FYE2020 budget year.

SYNOPSIS/BACKGROUND:

To authorize finance to pay bills that are received after the last Council meeting in September but prior to September 30th for goods that have been received and services that have been incurred. The paid bills ("claims") will be on the October 6th agenda for approval.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Authorize staff to pay claims that pertain to the FYE2020 budget year.

ATTACHMENTS:

1. 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

A. Bee Johnson

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

Johnny T. Ritten

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

8a.
9/15/2020

COUNCIL MEETING DATE: 09/15/2020		SUBMITTED BY: Rusty Hike		
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:

City Administrator Contract

SYNOPSIS/BACKGROUND:

After reviewing comparable wages and benefits, an amended employment contract is needed. The amendment also accounts for correcting performance review language that is no longer applicable to the review process in the City.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: City Administrator Contract

CONTRACT EFFECTIVE DATE: 09/15/2020 CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the amended City Administrator contract and authorize the Mayor to sign the contract.

ATTACHMENTS:

1. City Administrator Contract	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roblins

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of September 2020, by and between the City of Bellevue, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY" and James Ristow, hereinafter referred to as "RISTOW", WITNESSETH:

WHEREAS, CITY desires to employ the services of RISTOW as its City Administrator, as provided by the Bellevue City Code and Nebraska State Statutes; and

WHEREAS, it is the desire of CITY to provide certain benefits, establish certain conditions of employment, and to set working conditions of RISTOW; and

WHEREAS, RISTOW desires to accept employment as City Administrator of the City of Bellevue, Nebraska.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 - Employment and Duties

A. CITY hereby agrees to employ RISTOW, and RISTOW, hereby accepts employment as City Administrator of the City of Bellevue to perform the functions and duties specified in the City Code of the City of Bellevue and to perform such other legal and proper duties and functions as the Mayor and City Council shall assign.

B. The parties agree that the terms of this Agreement do not supersede the provision of state statutes for the State of Nebraska. To the extent that they do conflict, state statutes shall prevail.

Section 2 - Term

A. This Agreement shall expire at the end of the elected term of the current Mayor of the City of Bellevue and until RISTOW'S successor is appointed, unless sooner terminated as herein after provided. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CITY to terminate the services of RISTOW at any time prior to the end of the term, subject only to the provisions set forth in Section 3, of this Agreement. RISTOW shall be given no less than 60 days' notice of removal, or 60 days severance pay and then be removed immediately.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of RISTOW to resign at any time from his position with CITY, subject only to the provision set forth in Section 3, paragraph B, of this Agreement. However, the resignation of RISTOW shall allow RISTOW the right to provide CITY with a release of all claims.

C. RISTOW agrees to remain in the exclusive employment of CITY until termination or resignation as provided in Section 3 of this Agreement occurs. RISTOW shall not use any confidential information obtained through his position as City Administrator for personal gain. Both parties acknowledge that exclusive employment shall mean that RISTOW shall not accept any outside employment from any source whatsoever without first obtaining written approval from CITY. Outside employment shall not be construed to include occasional teaching, writing or consulting performed on RISTOW'S time off. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest.

Section 3 - Termination

A(1). The Mayor with the approval of the City Council shall have the right at any time during the term of this Agreement to terminate RISTOW for just cause. "Just cause" is defined as (1) a conviction for a felony or any misdemeanor involving moral turpitude, (b) breach of this Agreement, or (c) commission of any dischargeable offense as defined in the Personnel Rules of the City of Bellevue.

A(2). In the event the Mayor, with the approval of the City Council, during the term of this Agreement, terminates RISTOW for any or no reason other than Just Cause, the CITY agrees to pay RISTOW in a single lump-sum payment of six (6) months of RISTOW's base salary, excluding the CITY's obligation for retirement, and any other insurance, benefits or allowances for said six (6) month period, within thirty (30) days of termination of RISTOW's employment in exchange for a Release of all Claims against the CITY by the City Administrator. Upon payment of such lump sum payment to RISTOW, RISTOW does hereby waive and release the CITY, and its elected and appointed officials, managers, employees, and agents, from any and all claims of any nature whatsoever which may arise by reason of such termination, including, but not limited to an alleged breach of this contract (or any other express or implied contract), or any federal law, state law, or local ordinance, or a constitutional due process claim that RISTOW's termination by the CITY deprived RISTOW of a property interest and continued employment with the CITY and of a liberty interest in RISTOW's good name and reputation.

A(3). The lump sum payable under Section 3 Paragraph (A)(2) is based upon the following and to avoid the expense of:

1. Conducting a pre-and post-termination grievance hearing which will cost the CITY \$10,625.00 the equivalent of at least one (1) month's salary for the City Administrator.
2. Conducting a Loudermill hearing and "full blown" due process hearing which will cost the CITY \$21,250.00 the equivalent of at least two (2) month's salary for the City Administrator.

3. Defending a discrimination charge brought under the municipal code, state law, and/or federal which will cost the CITY \$21,250.00 the equivalent of at least two (2) month's salary for the City Administrator.
4. Defending a breach of contract claim which will cost the CITY \$10,625.00 the equivalent of at least one (1) month's salary for the City Administrator.
5. RISTOW, in accepting this lump sum payment, agrees after termination of employment with the CITY that he will voluntarily participate and cooperate the CITY in the defense of the CITY and its elected officials and employees and the prosecution of any action or proceeding about which heh has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the CITY's attorneys at a mutually convenient time regarding the facts of the matter and agreeing to make himself available for a deposition and/or trial.
6. Notwithstanding the foregoing, if such termination under subsection (A)(2) of the Section 3 occurs within the first six (6) months of the term of this Agreement, said lump sum payment shall be reduced to three (3) months and the corresponding expense avoidance provided in subsection (A)(3) of the Section 3 shall be reduced proportionately as the term of employment shall be of short duration so as to reduce the expenses provided in subsection (A)(3) of this Section 3.

B. In the event RISTOW voluntarily resigns from his position with the CITY before expiration of the aforesaid term of employment, then RISTOW shall give the CITY two (2) months' notice in advance, unless the parties agree otherwise.

C. Notwithstanding the foregoing, in the event this Agreement terminates by virtue of the term as set forth in Section 2 Paragraph A, such termination shall not be deemed a termination by the CITY or RISTOW but rather by the term of the Agreement and neither party shall have any further obligations to the other party except as those obligations the CITY has to RISTOW under Section 5. However, such termination shall allow RISTOW the right to provide CITY with releases as designated under Section 3 Paragraph (A)(2) of this Agreement which releases shall in turn trigger the obligation of the CITY to make a lump sum payment of one month's base salary for the City Administrator as agreed upon consideration of such releases.

Section 4 - Salary

Beginning December 31, 2020, CITY agrees to pay RISTOW for his services rendered pursuant hereto an annual base salary of \$149,332. Said annual base salary shall be payable in installments at the same time as other employees of the CITY are paid. Other than by amendment or the provisions of Section 13, said salary shall not be adjusted regardless of any step level, longevity increases, or similar adjustments made to any other group of regular, full-time employees.

Section 5 - Benefits

A. CITY agrees to provide RISTOW professional liability insurance for the actions of RISTOW conducted within the scope of his employment with the CITY.

B. Except as provided or specifically addressed or altered in this Employment Agreement, RISTOW shall receive similar benefits granted to other CITY directors other than police or fire, subject to any limitations or restrictions thereon applicable to such directors, including by illustration only and not limited to health, hospitalization, surgical, dental, long-term disability insurance and life insurance; retirement, pension, or deferred compensation; holiday; and other group benefit programs extended to employees for their voluntary participation.

C. In lieu of sick, vacation, personal and compensatory time leave RISTOW shall be entitled to ten (10) days paid time off (hereinafter referred to as "PTO") commencing January 1, 2019. RISTOW shall, thereafter, earn PTO of 2.5 days per month. At the beginning of the 5th year of employment, should RISTOW still be employed, PTO will be earned at 23 hours per month. On September 30th of each year, should RISTOW's PTO balance equal or exceed 200 hours, RISTOW will be paid out the excess balance of hours over 200 accrued. Remaining PTO leave will be paid at RISTOW'S termination. PTO may be used immediately upon the effective date of this Agreement despite any other policies or practices of the City.

D. Upon commencement of RISTOW'S employment, the CITY agrees to match RISTOW'S contribution to CITY'S general employees' pension plan in the same percentage of his monthly salary as the budgeted CITY contribution provided to CITY'S other general employees (excluding police and fire). RISTOW may participate in the self-funded 457(b) Plan.

E. CITY shall provide RISTOW with a desktop computer, laptop computer and cell phone required for RISTOW to perform the job and to maintain effective communication.

F. Notwithstanding any other policy or practice to the contrary, and except as otherwise provided herein, RISTOW shall not be entitled to contribution toward his or his family's health insurance premiums after his employment with the CITY.

Section - 6 Automobile

CITY shall provide RISTOW use of a CITY-owned or leased automobile for work related purposes. RISTOW shall also be allowed de minimis personal use of the CITY-owned or leased vehicle to include but not be limited to occasional personal errands or occasionally having passengers ride in the CITY-owned or leased vehicle. The parties acknowledge that RISTOW'S daily commuting expenses shall be treated as taxable income on RISTOW'S W-2 Form and shall not be reimbursed to the CITY.

Section 7 - Dues, Memberships and Professional Development

A. CITY agrees to budget and pay the professional dues and subscriptions of RISTOW'S continued and full-membership to the International City/County Management Association (ICMA), Nebraska City Management Association (NCMA), Nebraska Economic Development Association (NEDA), and other national, regional, state and local associations and organizations necessary and desirable for RISTOW'S continued professional growth and advancement, and for the good of the CITY.

B. CITY agrees to budget and to pay travel and subsistence expenses of RISTOW for professional travel, meetings, and occasions adequate to continue the professional development of RISTOW, and adequately to pursue necessary official and other functions for the CITY, and for short courses, workshops, seminars, and institutes that are necessary and desirable for RISTOW'S continued professional development and his City Manager Credentialing, and for the good of the CITY. RISTOW, with the written approval of the Mayor may attend the NCMA Summer Conference, ICMA Annual Conference, NEDA Fall and Summer Conferences, and League of Nebraska Municipalities Annual Conference, Midwinter Conference, Municipal Accounting & Finance Conference, and Utilities/Public Works Section Annual Conference and the costs of such conferences as well as travel and subsistence expenses shall be paid by the City.

C. CITY recognizes the desirability of representation in and before local, civic, and other organizations, and RISTOW is authorized to become a member of such civic clubs or organizations as he may deem appropriate, provided the CITY will pay membership dues for one (1) such club selected by RISTOW.

Section 8 - Expenses

RISTOW may be required as a condition of employment to incur reasonable and necessary expenses in connection with his duties. RISTOW shall be reimbursed by CITY for such expenses in accordance with CITY'S expense reimbursement policy.

Section 9 - Residency Requirement

RISTOW will maintain his permanent domicile and residency within the corporate limits of Bellevue, Nebraska.

Section 10 - Disability

If RISTOW is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive work weeks beyond any accrued PTO or for twenty (20) working days over a thirty (30) working day period, CITY shall have the option to terminate this Agreement subject to lump sum payment requirements of Section 3, paragraphs A(2) and A(3). RISTOW shall also be compensated for any accrued PTO, holidays and other accrued benefits.

Section 11 - Hours of Work

It is recognized that RISTOW'S duties compensated by the salary and benefits herein established may and will require the commitment of time above and beyond normal business hours, including evening and weekend hours, and that RISTOW will be expected to devote more than a standard forty hour work week to perform those duties, and to that end, RISTOW shall be allowed to establish an appropriate work schedule. In the event that RISTOW has had to devote an unusual amount of time toward certain projects and/or city general matters, RISTOW may, with the written permission of the Mayor, take time off that is paid and not be a charge against his PTO, provided however, that such time off shall be used for the period requested or otherwise forfeited and shall not be added or accrued to PTO.

Section 12 - No Reduction of Benefits

This section purposely left blank.

Section 13 - Job Performance Evaluation

The Mayor shall review and evaluate the performance of RISTOW semi-annually through the City of Bellevue's performance evaluation form. A performance pay adjustment may be made annually based upon the results of the evaluations in an amount to be determined by the Mayor, but in no event, shall the increase exceed 5%. The City Council shall be notified that the Mayor's written evaluation of RISTOW shall be available for review and inspection by the City Council at the Mayor's office. The contents of such evaluation are a personnel matter and shall remain confidential. The performance pay adjustment shall be added to the base salary which sets the new base salary beginning each anniversary of the effective date of this Agreement and this Agreement shall be automatically amended to reflect such adjustment.

Section 14 - Indemnification

CITY shall defend, save harmless and indemnify RISTOW against any claim or demand or other legal action, whenever groundless or otherwise arising out of any act or omission incurred in the performance of RISTOW'S duties of City Administrator. (This indemnification by CITY shall not include any intentional criminal acts or torts committed by RISTOW for which the CITY

would not have insurance coverage).

Section 15 - Incorporation of Code of Ethics

Inasmuch as RISTOW is an active member and participant in International City/County Management Association (ICMA), the “Code of Ethics” promulgated by ICMA are by this reference made a part thereof. That said Code of Ethics shall furnish principles to govern RISTOW’S conduct and actions as administrator of the CITY.

Section 16 - Bonding

CITY shall bear the full cost of any fidelity or other bonds required of RISTOW under any law or ordinance.

Section 17 - Other Terms and Conditions of Employment

CITY shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of RISTOW, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, CITY Code or any other law or CITY ordinances.

Section 18 - Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) CITY: Mayor
City of Bellevue
210 West Mission Avenue
Bellevue, Nebraska 68005
- (2) RISTOW: James Ristow
4613 Crestview Drive
Papillion, NE 68133

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil justice practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19 - General Provisions

A. The text herein shall constitute the entire agreement between the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom

enforcement of any waiver, change, modification, extension, or discharge is sought.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of RISTOW.

C. This Agreement shall become effective commencing September 15, 2020.

D. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 20 - Waiver of Breach

The waiver by either the CITY or RISTOW of any breach of any provision of this by the other party shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by both RISTOW and the Mayor.

Section 21 - Assignment

RISTOW acknowledges that the services to be rendered by him are unique and personal. Accordingly, RISTOW may not assign any of his rights or delegate any of his duties or obligations under this Agreement.

Section 22 - Applicable Law

This Agreement is made pursuant to and shall be governed, construed and enforced in all respects and for all purposes in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, CITY has caused this Employment Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Clerk, and RISTOW has signed and executed this Employment Agreement both in duplicate, on the date and year first above written.

CITY OF BELLEVUE, NEBRASKA,
A Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

James Ristow, City Administrator

Approved as to Form:

By: _____
City Attorney

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ~~*/-September~~ 2020December 2018, by and between the City of Bellevue, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY" and James Ristow, hereinafter referred to as "RISTOW", WITNESSETH:

WHEREAS, CITY desires to employ the services of RISTOW as its City Administrator, as provided by the Bellevue City Code and Nebraska State Statutes; and

WHEREAS, it is the desire of CITY to provide certain benefits, establish certain conditions of employment, and to set working conditions of RISTOW; and

WHEREAS, RISTOW desires to accept employment as City Administrator of the City of Bellevue, Nebraska.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

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B. The parties agree that the terms of this Agreement do not supersede the provision of state statutes for the State of Nebraska. To the extent that they do conflict, state statutes shall prevail.

Section 2 - Term

A. This Agreement shall expire at the end of the elected term of the current Mayor of the City of Bellevue and until RISTOW'S successor is appointed, unless sooner terminated as herein after provided. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CITY to terminate the services of RISTOW at any time prior to the end of the term, subject only to the provisions set forth in Section 3, of this Agreement. RISTOW shall be given no less than 60 ~~days notice~~ days' notice of removal, or 60 days severance pay and then be removed immediately.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of RISTOW to resign at any time from his position with CITY, subject only to the provision set forth in Section 3, paragraph B, of this Agreement. However, the resignation of RISTOW

shall allow RISTOW the right to provide CITY with a release of all claims.

C. RISTOW agrees to remain in the exclusive employment of CITY until termination or resignation as provided in Section 3 of this Agreement occurs. RISTOW shall not use any confidential information obtained through his position as City Administrator for personal gain. Both parties acknowledge that exclusive employment shall mean that RISTOW shall not accept any outside employment from any source whatsoever without first obtaining written approval from CITY. Outside employment shall not be construed to include occasional teaching, writing or consulting performed on RISTOW'S time off. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest.

Section 3 - Termination

A(1). The Mayor with the approval of the City Council shall have the right at any time during the term of this Agreement to terminate RISTOW for just cause. "Just cause" is defined as (1) a conviction for a felony or any misdemeanor involving moral turpitude, (b) breach of this Agreement, or (c) commission of any dischargeable offense as defined in the Personnel Rules of the City of Bellevue.

A(2). In the event the Mayor, with the approval of the City Council, during the term of this Agreement, terminates RISTOW for any or no reason other than Just Cause, the CITY agrees to pay RISTOW in a single lump-sum payment of six (6) months of RISTOW's base salary, excluding the CITY's obligation for retirement, and any other insurance, benefits or allowances for said six (6) month period, within thirty (30) days of termination of RISTOW's employment in exchange for a Release of all Claims against the CITY by the City Administrator. Upon payment of such lump sum payment to RISTOW, RISTOW does hereby waive and release the CITY, and its elected and appointed officials, managers, employees, and agents, from any and all claims of any nature whatsoever which may arise by reason of such termination, including, but not limited to an alleged breach of this contract (or any other express or implied contract), or any federal law, state law, or local ordinance, or a constitutional due process claim that RISTOW's termination by the CITY deprived RISTOW of a property interest and continued employment with the CITY and of a liberty interest in RISTOW's good name and reputation.

A(3). The lump sum payable under Section 3 Paragraph (A)(2) is based upon the following and to avoid the expense of:

1. Conducting a pre-and post-termination grievance hearing which will cost the CITY \$10,625.00 the equivalent of at least one (1) month's salary for the City Administrator.
2. Conducting a Loudermill hearing and "full blown" due process hearing which will cost the CITY \$21,250.00 the equivalent of at least two (2) month's salary for the City Administrator.

3. Defending a discrimination charge brought under the municipal code, state law, and/or federal which will cost the CITY \$21,250.00 the equivalent of at least two (2) month's salary for the City Administrator.
4. Defending a breach of contract claim which will cost the CITY \$10,625.00 the equivalent of at least one (1) month's salary for the City Administrator.
5. RISTOW, in accepting this lump sum payment, agrees after termination of employment with the CITY that he will voluntarily participate and cooperate the CITY in the defense of the CITY and its elected officials and employees and the prosecution of any action or proceeding about which heh has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the CITY's attorneys at a mutually convenient time regarding the facts of the matter and agreeing to make himself available for a deposition and/or trial.
6. Notwithstanding the foregoing, if such termination under subsection (A)(2) of the Section 3 occurs within the first six (6) months of the term of this Agreement, said lump sum payment shall be reduced to three (3) months and the corresponding expense avoidance provided in subsection (A)(3) of the Section 3 shall be reduced proportionately as the term of employment shall be of short duration so as to reduce the expenses provided in subsection (A)(3) of this Section 3.

B. In the event RISTOW voluntarily resigns from his position with the CITY before expiration of the aforesaid term of employment, then RISTOW shall give the CITY two (2) months' notice in advance, unless the parties agree otherwise.

C. Notwithstanding the foregoing, in the event this Agreement terminates by virtue of the term as set forth in Section 2 Paragraph A, such termination shall not be deemed a termination by the CITY or RISTOW but rather by the term of the Agreement and neither party shall have any further obligations to the other party except as those obligations the CITY has to RISTOW under Section 5. However, such termination shall allow RISTOW the right to provide CITY with releases as designated under Section 3 Paragraph (A)(2) of this Agreement which releases shall in turn trigger the obligation of the CITY to make a lump sum payment of one month's base salary for the City Administrator as agreed upon consideration of such releases.

Section 4 - Salary

Beginning ~~December 31~~January 1, 2020~~19~~, CITY agrees to pay RISTOW for his services rendered pursuant hereto an annual base salary of ~~\$149,332~~\$127,500.00. Said annual base salary shall be payable in installments at the same time as other employees of the CITY are paid. Other than by amendment or the provisions of Section 13, said salary shall not be adjusted regardless of any step level, longevity increases, or similar adjustments made to any other group of regular, full-time employees. ~~Notwithstanding the foregoing, for hours worked prior to January 1, 2019, RISTOW will work part time and be paid \$62.00 per hour.~~

Section 5 - Benefits

A. CITY agrees to provide RISTOW professional liability insurance for the actions of RISTOW conducted within the scope of his employment with the CITY.

B. Except as provided or specifically addressed or altered in this Employment Agreement, RISTOW shall receive similar benefits granted to other CITY directors other than police or fire, subject to any limitations or restrictions thereon applicable to such directors, including by illustration only and not limited to health, hospitalization, surgical, dental, long-term disability insurance and life insurance; retirement, pension, or deferred compensation; holiday; and other group benefit programs extended to employees for their voluntary participation.

C. In lieu of sick, vacation, personal and compensatory time leave RISTOW shall be entitled to ten (10) days paid time off (hereinafter referred to as "PTO") commencing January 1, 2019. RISTOW shall, thereafter, earn PTO of 2.5 days per month. At the beginning of the 5th year of employment, should RISTOW still be employed, PTO will be earned at 23 hours per month. On January 1st, termination or retirement, any unused PTO in excess of ten (10) days shall be paid to RISTOW based upon 100% of his base salary. On September 30th of each year, should RISTOW's PTO balance equal or exceed 200 hours, RISTOW will be paid out the excess balance of hours over 200 accrued. Remaining PTO leave will be paid at RISTOW'S termination. PTO may be used immediately upon the effective date of this Agreement despite any other policies or practices of the City.

D. Upon commencement of RISTOW'S employment, the CITY agrees to match RISTOW'S contribution to CITY'S general employees' pension plan in the same percentage of his monthly salary as the budgeted CITY contribution provided to CITY'S other general employees (excluding police and fire). RISTOW may participate in the self-funded 457(b) Plan.

E. CITY shall provide RISTOW with a desktop computer, laptop computer and cell phone required for RISTOW to perform the job and to maintain effective communication.

F. Notwithstanding any other policy or practice to the contrary, and except as otherwise provided herein, RISTOW shall not be entitled to contribution toward his or his family's health insurance premiums after his employment with the CITY.

Section - 6 Automobile

CITY shall provide RISTOW use of a CITY-owned or leased automobile for work related purposes. RISTOW shall also be allowed de minimis personal use of the CITY-owned or leased vehicle to include but not be limited to occasional personal errands or occasionally having passengers ride in the CITY-owned or leased vehicle. The parties acknowledge that RISTOW'S daily commuting expenses shall be treated as taxable income on RISTOW'S W-2 Form and shall not be reimbursed to the CITY.

Section 7 - Dues, Memberships and Professional Development

A. CITY agrees to budget and pay the professional dues and subscriptions of RISTOW'S continued and full-membership to the International City/County Management Association (ICMA), Nebraska City Management Association (NCMA), Nebraska Economic Development Association (NEDA), and other national, regional, state and local associations and organizations necessary and desirable for RISTOW'S continued professional growth and advancement, and for the good of the CITY.

B. CITY agrees to budget and to pay travel and subsistence expenses of RISTOW for professional travel, meetings, and occasions adequate to continue the professional development of RISTOW, and adequately to pursue necessary official and other functions for the CITY, and for short courses, workshops, seminars, and institutes that are necessary and desirable for RISTOW'S continued professional development and his City Manager Credentialing, and for the good of the CITY. RISTOW, with the written approval of the Mayor may attend the NCMA Summer Conference, ICMA Annual Conference, NEDA Fall and Summer Conferences, and League of Nebraska Municipalities Annual Conference, Midwinter Conference, Municipal Accounting & Finance Conference, and Utilities/Public Works Section Annual Conference and the costs of such conferences as well as travel and subsistence expenses shall be paid by the City.

C. CITY recognizes the desirability of representation in and before local, civic, and other organizations, and RISTOW is authorized to become a member of such civic clubs or organizations as he may deem appropriate, provided the CITY will pay membership dues for one (1) such club selected by RISTOW.

Section 8 - Expenses

RISTOW may be required as a condition of employment to incur reasonable and necessary expenses in connection with his duties. RISTOW shall be reimbursed by CITY for such expenses in accordance with CITY'S expense reimbursement policy.

Section 9 - Residency Requirement

RISTOW will maintain his permanent domicile and residency within the corporate limits of Bellevue, Nebraska.

Section 10 - Disability

If RISTOW is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive work weeks beyond any accrued PTO or for twenty (20) working days over a thirty (30) working day period, CITY shall have the option to terminate this Agreement subject to lump sum payment requirements of Section 3, paragraphs A(2) and A(3). RISTOW shall also be compensated for any accrued PTO, holidays and other accrued benefits.

Section 11 - Hours of Work

It is recognized that RISTOW'S duties compensated by the salary and benefits herein established may and will require the commitment of time above and beyond normal business hours, including evening and weekend hours, and that RISTOW will be expected to devote more than a standard forty hour work week to perform those duties, and to that end, RISTOW shall be allowed to establish an appropriate work schedule. In the event that RISTOW has had to devote an unusual amount of time toward certain projects and/or city general matters, RISTOW may, with the written permission of the Mayor, take time off that is paid and not be a charge against his PTO, provided however, that such time off shall be used for the period requested or otherwise forfeited and shall not be added or accrued to PTO.

Section 12 - No Reduction of Benefits

This section purposely left blank.

Section 13 - Job Performance Evaluation

The Mayor shall review and evaluate the performance of RISTOW ~~semi-annually through the City of Bellevue's performance evaluation form, a performance management system. The Mayor and RISTOW shall jointly develop six (6) month performance goals upon which his job performance shall be evaluated.~~ A performance pay adjustment may be made annually based upon the results of the evaluations in an amount to be determined by the Mayor, but in no event, shall the increase exceed 5%. The City Council shall be notified that the Mayor's written evaluation of RISTOW shall be available for review and inspection by the City Council at the Mayor's office. The contents of such evaluation are a personnel matter and shall remain confidential. The performance pay adjustment shall be added to the base salary which sets the new base salary beginning each anniversary of the effective date of this Agreement and this Agreement shall be automatically amended to reflect such adjustment.

Section 14 - Indemnification

CITY shall defend, save harmless and indemnify RISTOW against any claim or demand or other legal action, whenever groundless or otherwise arising out of any act or omission

incurred in the performance of RISTOW'S duties of City Administrator. (This indemnification by CITY shall not include any intentional criminal acts or torts committed by RISTOW for which the CITY would not have insurance coverage).

Section 15 - Incorporation of Code of Ethics

Inasmuch as RISTOW is an active member and participant in International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA are by this reference made a part thereof. That said Code of Ethics shall furnish principles to govern RISTOW'S conduct and actions as administrator of the CITY.

Section 16 - Bonding

CITY shall bear the full cost of any fidelity or other bonds required of RISTOW under any law or ordinance.

Section 17 - Other Terms and Conditions of Employment

CITY shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of RISTOW, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, CITY Code or any other law or CITY ordinances.

Section 18 - Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) CITY: Mayor
City of Bellevue
210 West Mission Avenue
Bellevue, Nebraska 68005

- (2) RISTOW: James Ristow
4613 Crestview Drive
Papillion, NE 68133

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil justice practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19 - General Provisions

A. The text herein shall constitute the entire agreement between the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of RISTOW.

C. This Agreement shall become effective commencing September 15, 2020~~December 10, 2018~~.

D. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 20 - Waiver of Breach

The waiver by either the CITY or RISTOW of any breach of any provision of this by the other party shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by both RISTOW and the Mayor.

Section 21 - Assignment

RISTOW acknowledges that the services to be rendered by him are unique and personal. Accordingly, RISTOW may not assign any of his rights or delegate any of his duties or obligations under this Agreement.

Section 22 - Applicable Law

This Agreement is made pursuant to and shall be governed, construed and enforced in all respects and for all purposes in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, CITY has caused this Employment Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Clerk, and RISTOW has signed and executed this Employment Agreement both in duplicate, on the date and year first above written.

CITY OF BELLEVUE, NEBRASKA,
A Municipal Corporation

By: _____

Mayor

ATTEST:

City Clerk

James Ristow, City Administrator

Approved as to Form:

By: _____
City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/15/2020		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:

Application for new Manager for Aldi Inc (Kansas) dba "Aldi 40" at 2112 Cornhusker, Bellevue

SYNOPSIS/BACKGROUND:

Aldi Inc. (Kansas) dba "Aldi 40" would like recommendation to approve John R. Fritz as a new Manager for the store located at 2112 Cornhusker, Bellevue. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk sends application to be reviewed by the Police and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of application for John R. Fritz as the new Manager at Aldi, 2112 Cornhusker, Bellevue

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Breuer-Rothgier

[Signature]

[Signature]

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

DATE OF COUNCIL MEETING: 9/15/20 Due to City Clerk: by noon 9/9/20

APPLICANT: Aldi Inc (Kansas) dba "Aldi 40"

LOCATION/ADDRESS: 2112 Cornhusker, Bellevue, 68123

REQUESTED ACTION: Recommendation for approval of application for John R. Fritz as
the new manager their store on 2112 Cornhusker, Bellevue.

INDIVIDUALS TO BE CHECKED:

<u>Name & Address</u>	<u>D.O.B.</u>	<u>S.S.N.</u>
<u>John R. Fritz</u> <u>7501 N. 74th Street, Omaha 68122</u>		
	<u>Driver's License Number: NE</u>	

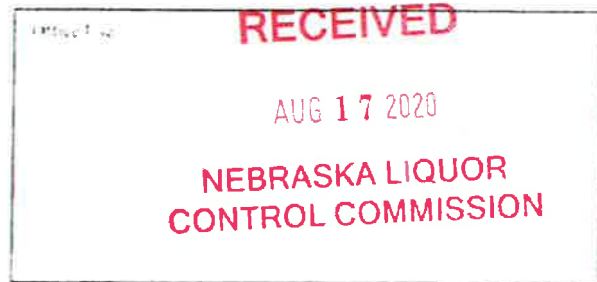
<u>Xavier L. Fritz</u> <u>7501 N. 74th Street, Omaha 68122</u>		
	<u>Driver's License Number: NE</u>	

COMMENTS:

Approval 9-9-20
Capt [Signature]

MANAGER APPLICATION
INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2813
Website: www.lcc.nebraska.gov



MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: ALDI, INC (Kansas)

Premise information

Liquor License Number: 062012 Class Type D

Premise Trade Name/DBA: ALDI #40

Premise Street Address: 2112 Cornhusker

City: Bellevue County: Sarpy Zip Code: 68123

Premise Phone Number: 402-515-9684

Premise Email address: John.Fritz@aldi.us

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



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

1477 voter PC Spouse Training

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Fritz First Name: John MI: R
 Home Address: 7501 N. 74th Street
 City: Omaha County: Douglas Zip Code: 68122
 Home Phone Number: 402-515-9684
 Driver's License Number & State: [REDACTED] Nebraska
 Social Security Number: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: Bar Bremerton Washington
 Email address: JohnFritz1978@msn.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Fritz First Name: Xavier MI: L
 Social Security Number: [REDACTED]
 Driver's License Number & State: [REDACTED] Nebraska
 Date Of Birth: [REDACTED] Place Of Birth: Hastings, NE

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
7501 N 74th St Omaha NE 68122	2011	2020	7501 N 74th St Omaha NE	2011	2020
4127 N 104 Plaza Omaha NE	2011	2011	4127 N. 104 Plz Omaha NE	2011	2011
4801 Brewster Dr Midland TX	2008	2011	4801 B. Brewster P. Midland TX	2008	2011

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	2017	Ruby Tuesday	Ralph Thompson	unknown
1999	2010	Cracker Barrel Old	Scott Miller	unknown

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

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

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

YES NO



NEBRASKA STATE PATROL

Criminal History Record Dissemination Form



Send To:

KELLEY PLUCKER, LLC
NIKKI CONNER
2804 S 87TH AVE
OMAHA, NE 68124

Requested By:

KELLEY PLUCKER, LLC
NIKKI CONNER
2804 S 87TH AVE
OMAHA, NE 68124

Receipt Number: 2020N0029066

Completed Date: 08/12/2020

Mailed: 08/12/2020

NO NEBRASKA FINGERPRINT-BASED CRIMINAL HISTORY FOUND

Person Of Interest

Name

FRITZ, JOHN R

Date of Birth



A state criminal record check was conducted using the name of the applicant only. Positive identification cannot be effective without support of fingerprints, which were not used in this check. Criminal records, if any, are included in this report. Nebraska State Patrol records contain arrests and court dispositions based on fingerprint arrests only. This record reflects the information available as of the date of this report.

Jeff Avey, Director - CID

NEBRASKA STATE PATROL
CRIMINAL IDENTIFICATION DIVISION
3800 NW 12th Suite A
Lincoln, NE 68521
(402) 479-4971

Traffic infraction data available from:
NEBRASKA STATE DEPARTMENT OF MOTOR
VEHICLES
P.O.Box 94789 402-471-2281
Lincoln, NE 68509

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Tom Fritz	7-9-2023	RH LMT

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
John Fritz Manager	2010 - Present	AIDI
Tom Fritz Manager	2014 - 2016	Ruby Training

5. Have you enclosed form 147 regarding fingerprints?

YES NO

**CERTIFICATE OF COMPLETION
RESPONSIBLE HOSPITALITY COUNCIL
MANAGEMENT TRAINING**

This certificate is awarded to

John Fritz

For completing the Hospitality Insider Training and Lincoln Server/Seller Permit
Training Date July 9, 2020, Expires July 9, 2023

RESPONSIBLE HOSPITALITY COUNCIL

Tom Lorenz

July 9, 2020

Conan Shafer

July 9, 2020



RESPONSIBLE HOSPITALITY COUNCIL

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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

[Handwritten Signature]
Signature of Manager Applicant

N/A
Signature of Spouse

ACKNOWLEDGEMENT

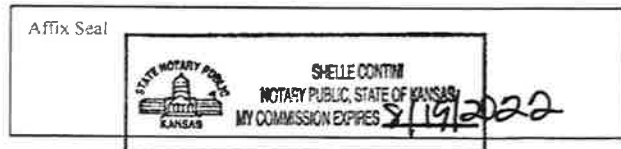
Kansas
State of ~~Nebraska~~
County of Johnson

The foregoing instrument was acknowledged before me this

7/8/2020
date

by John Fritz
NAME OF PERSON BEING ACKNOWLEDGED

[Handwritten Signature]
Notary Public signature



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

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

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

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



Signature of **NON-PARTICIPATING SPOUSE**
Xavier Fritz

Print Name



Signature of **APPLICANT**
John Fritz

Print Name

State of Nebraska, County of Douglas

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 7-8-20 (date)

The foregoing instrument was acknowledged before me
this 7-8-2020 (date)

by Shelle Contini/xavier fritz

Name of person acknowledged
(Individual signing document)

by Shelle Contini/John Fritz

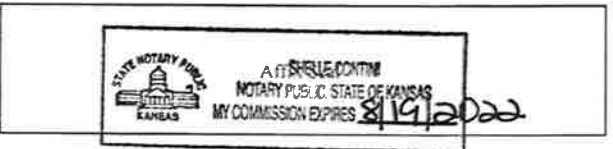
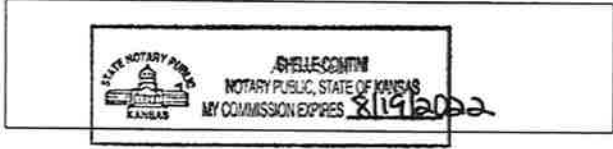
Name of person acknowledged
(Individual signing document)



Notary Public Signature



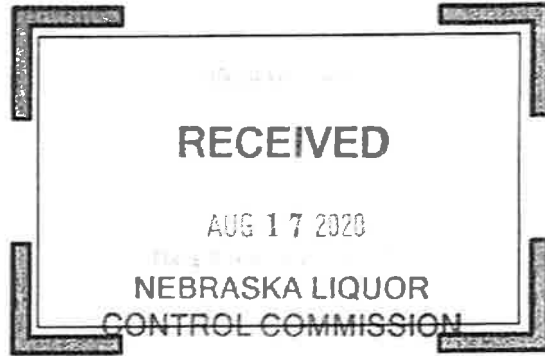
Notary Public Signature



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

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

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/NSP
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License

The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

Trade Name: ALDI

Name of Person Bring Fingerprinted: John Roger Fritz

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED] Date fingerprints were taken: 7-21-20

Location where fingerprints were taken: Douglas County Sheriff's Office 3001 N 150th Street Lincoln NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

[Signature]
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

10b.
9/15/2020

COUNCIL MEETING DATE: 09/15/2020		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:

Application for new Manager for Kum & Go LLC dba "Kum & Go" at 13905 Williamsburg Drive, Bellevue

SYNOPSIS/BACKGROUND:

Kum & Go LLC dba "Kum & Go" would like recommendation to approve Jennifer B. Miller as a new Manager for the store located at 13905 Williamsburg Drive, Bellevue. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk sends application to be reviewed by the Police and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommend approval of application for Jennifer B. Miller as the new Manager at Kum & Go, 13905 Williamsburg Drive, Bellevue

ATTACHMENTS:


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

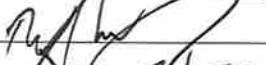
SIGNATURES:


LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:







**APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER**

POLICE REPORT

DATE OF COUNCIL MEETING: 9/15/20 Due to City Clerk: by noon 9/9/20

APPLICANT: Kum & Go LLC dba "Kum & Go"

LOCATION/ADDRESS: 13905 Williamsburg Drive, Bellevue, 68123

REQUESTED ACTION: Recommendation for approval of application for Jennifer B. Miller as the new manager at their store on 13905 Williamsburg, Bellevue.

INDIVIDUALS TO BE CHECKED:

<u>Name & Address</u>	<u>D.O.B.</u>	<u>S.S.N.</u>
<u>Jennifer B. Miller</u> <u>1760 N. 207th Street, Elkhorn, 68022</u>		
	<u>Driver's License Number:</u>	

<u>Nathan M. Miller</u> <u>1760 N. 207th Street, Elkhorn, 68022</u>		
	<u>Driver's License Number:</u>	

COMMENTS:

Approved 9-3-20
Capt [Signature]

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 93046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

NLCC
Rec'd
4/20/2020

MUST BE:

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

Corporation/LLC Information

Name of Corporation/LLC: _____

Kum & Go LC

Premise Information

Liquor License Number: 074839 Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Kum & Go # 0373

Premise Street Address: 13905 Williamsburg Drive

City: Bellevue County: Sarpy Zip Code: 68123

Premise Phone Number: (402)-291-0302

Premise Email address: licenses@kumandgo.com

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



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Miller First Name: Jennifer MI: B
Home Address: 1760 N. 207th Street
City: Elkhorn County: Douglas Zip Code: 68022
Home Phone Number: 402-612-5764
Driver's License Number & State: _____
Social Security Number: _____
Date Of Birth: _____ Place Of Birth: Omaha, NE
Email address: licenses@kumandgo.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Miller First Name: Nathan MI: M
Social Security Number: _____
Driver's License Number & State: _____
Date Of Birth: _____ Place Of Birth: Omaha, NE

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha NE	1986	Present			
Omaha NE	1988	Present			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	NA	Kum & Go LC	Jon Mileham	515-571-4061
2012	2016	Life Touch	Jan Graham	402-609-5776

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: 8/2016 Name on Certificate: Jennifer B Miller

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see [training](#)

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec 553-131.01) Nebraska Liquor Control Act.

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

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

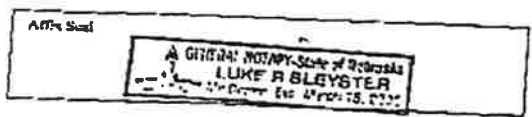
Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or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

[Signature] Signature of Manager Applicant [Signature] Signature of Spouse

ACKNOWLEDGMENT

State of Nebraska
County of Douglas The foregoing instrument was acknowledged before me this
April 16th 2020 by Jennifer Miller
date NAME OF PERSON BEING ACKNOWLEDGED

[Signature]
Notary Public signature



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

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

NEBRASKA LIQUOR CONTROL COMMISSION
 800 CENTENNIAL BLVD NORTH
 P.O. BOX 95036
 LINCOLN, NE 68509-0336
 PHONE: (402) 471-2573
 FAX: (402) 471-2814
 Website: www.lcc.nebraska.gov

DLCC
 KCJ/d
 5/4/2020

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

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

Nathan Miller
 Signature of **NON-PARTICIPATING SPOUSE**
Nathan Miller
 Print Name

Jennifer Miller
 Signature of **APPLICANT**
Jennifer Miller
 Print Name

State of Nebraska, County of Douglas
 The foregoing instrument was acknowledged before me
 this April 29 2020 (date)

State of Nebraska, County of Douglas
 The foregoing instrument was acknowledged before me
 this April 29 2020 (date)

by _____
 Name of person acknowledged
 (Individual signing document)

by _____
 Name of person acknowledged
 (Individual signing document)

 Notary Public Signature

 Notary Public Signature

Notary Public Seal: LUKE R SLEYSIEH, My Comm. Exp. March 15, 2022

Notary Public Seal: LUKE R SLEYSIEH, My Comm. Exp. March 15, 2022

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

Rec'd
4/22/20

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

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

NSLCC
Rec'd
4/22/2020

THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED.

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol:
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/goinsp
(Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol - CID Division
3800 NW 12th Street
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP - CID
Applicants will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants.
Fingerprint cards should be submitted with the application.

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

Trade Name: General Electric

Name of Person Bring Fingerprinted: James Paul Miller

Date of Birth: 7/1/1954 Last 4 SSN: 1234 Date fingerprints were taken: 4/17/2020

Location where fingerprints were taken: Target County Sheriff's Office

How was payment made to NSP?
 NSP PAYPORT CASH CHECK SENT TO NSP CK #

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

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/18/2020		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of a request to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW 1/4, located in the NW 1/4 of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of tax Lot 12, Except right-of-way in the SW 1/4, located in the SW 1/4 of Section 14, T13N, R13E of the 6th P.M., Sarpy County, NE from AG to ML to facilitate light manufacturing development. Applicant: Frank Krejci. General Location: Fort Crook Road South and Fairview Road. Case #: Z-2006-05.

SYNOPSIS/BACKGROUND:

The applicant is requesting approval of a change of zone to allow for light manufacturing development. The intent of the ML district is to provide for a wide range of commercial and industrial uses. The site is approximately 55 acres and presently being used agriculturally. The Future Land Use Map of the Comprehensive Plan designates this area as light industrial.

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

ATTACHMENTS:

1. 2. 3.

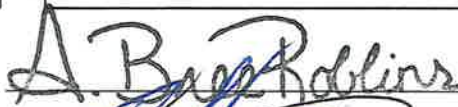

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Frank R. Krejci

CASE #: Z-2006-05

CITY COUNCIL HEARING DATE: August 18, 2020

REQUEST: to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW ¼, located in the NW ¼ of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW ¼, located in the SW ¼ of Section 14, T13N, R13E of the 6th P.M., Sarpy County, NE, from AG to ML for the purpose of light industrial development.

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

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

VOTE:

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

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

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2006-05

FOR HEARING OF:

REPORT 1#: July 23, 2020

REPORT #2: August 18, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Frank Krejci
1505 N. 203rd Street
Omaha, NE 68022

B. PROPERTY OWNER:

Frank Krejci Trustee Revocable Trust
1505 N. 203rd Street
Omaha, NE 68022

C. GENERAL LOCATION:

Fort Crook Road South and Fairview Road

D. LEGAL DESCRIPTION:

The Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW ¼, located in the NW ¼ of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW ¼, located in the SW ¼ of Section 14, T13N, R13E of the 6th P.M., Sarpy County, NE

E. REQUESTED ACTION:

1. Rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW ¼, located in the NW ¼ of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW ¼, located in the SW ¼ of Section 14, T13N, R13E of the 6th P.M., Sarpy County, NE from AG to ML.

F. EXISTING ZONING AND LAND USE:

AG, Vacant/Agricultural

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning to enable light manufacturing development.

H. SIZE OF SITE:

The site is approximately 55 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property is presently vacant and being used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Vacant/Agricultural (across Fairview Road), BNH
- 2. **East:** Vacant/Agricultural, AG
- 3. **South:** Vacant/Agricultural, AG
- 4. **West:** Nebraska Department of Roads right-of-way

C. REVELANT CASE HISTORY:

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

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

D. APPLICABLE REGULATIONS:

- 1. Section 5.27, Zoning Ordinance, regarding ML uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

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

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Frank Krejci has submitted a request to rezone a tract of land described as the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW $\frac{1}{4}$, located in the NW $\frac{1}{4}$ of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW $\frac{1}{4}$, located in the SW $\frac{1}{4}$ of Section 14, T13N, R13E of the 6th P.M., Sarpy County, NE from AG to ML.
2. This property is presently zoned AG. The applicant is requesting a zoning change to ML in order to facilitate light industrial development. No platting is being requested at this time.
3. This property abuts the intersection of Fort Crook Road South and Fairview Road. This portion of Fort Crook Road South is state right-of-way. Future access points along Fort Crook Road South will need to be coordinated with the Nebraska Department of Transportation.
4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Dean Dunn, Interim Public Works Director, commented future access to Fort Crook Road South will need to be coordinated with the Nebraska Department of Transportation. The applicant's engineer is aware of this.

Krista Hoffart, Offutt AFB Community Planner, stated the site is not located within Offutt's Accident Potential Zones or noise contours. She did request any future industrial development not create and expel smoke that could impair pilot vision or encourage the congregation of birds due to the proximity of location to the Offutt runway and flight tracks.

No other comments were received on this case.

5. The intent of the ML district is to provide for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance.

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

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Letter from Doug Kellner received June 26, 2020.
4. Email received from Patti Smith July 21, 2020.

VII. COPIES OF REPORT TO:

1. Frank Krejci
2. Doug Kellner, Thompson, Dreesen & Dorner, Inc.
3. Public Upon Request

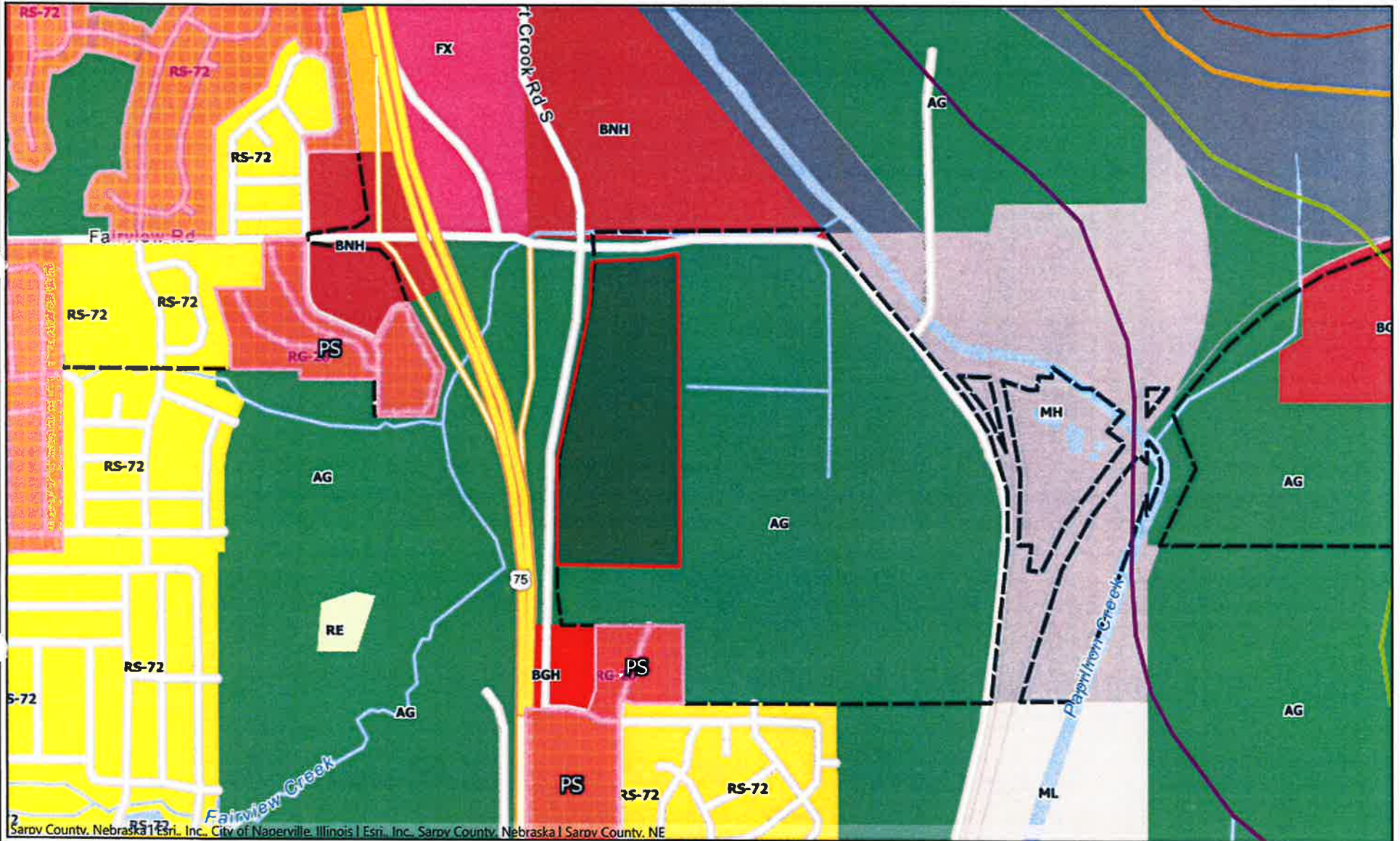
Sammi R Palm

Prepared by:

Sammi R Palm 07/28/20

Planning Manager

Date of Report



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



Map Scale 1: 18056

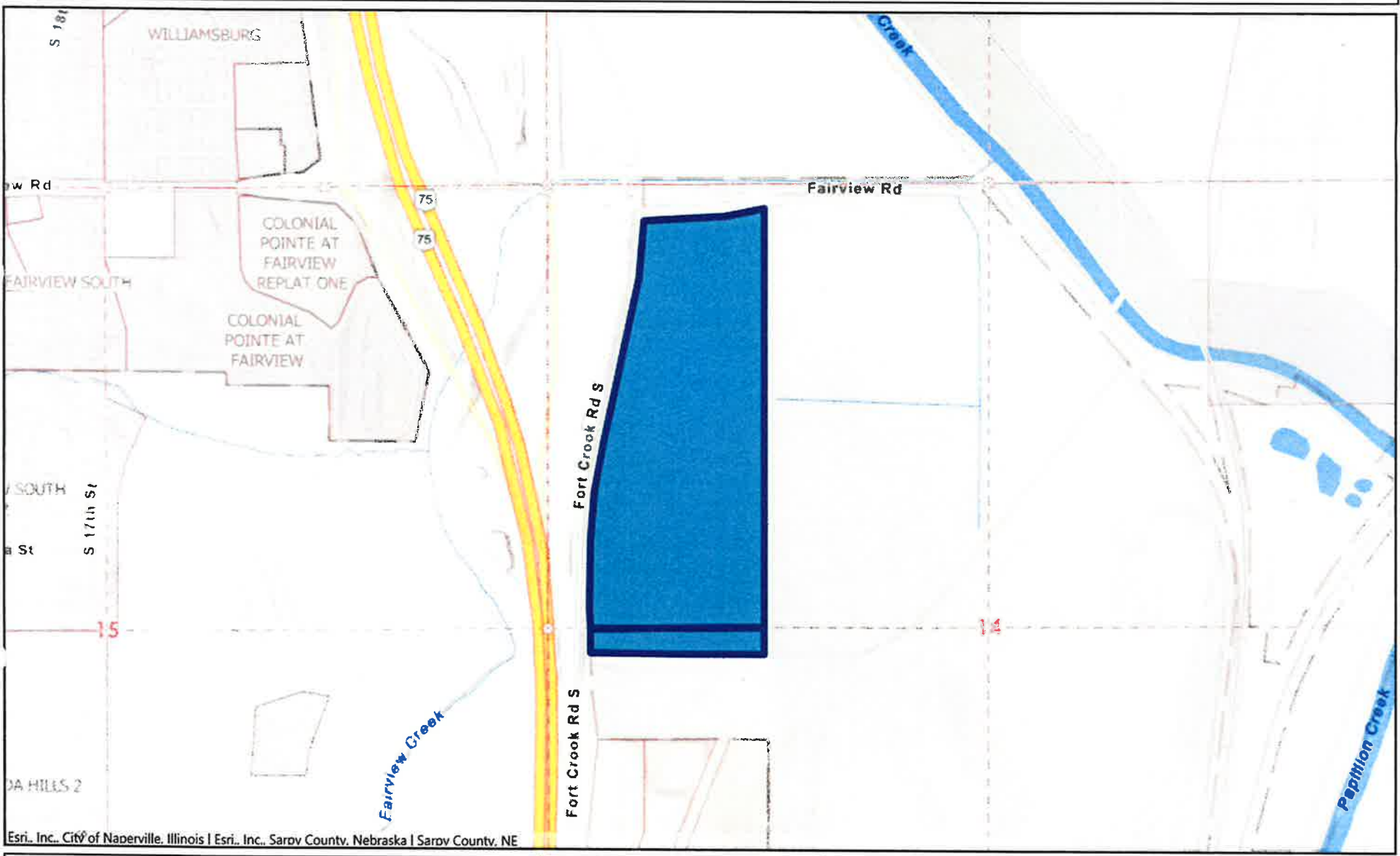
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



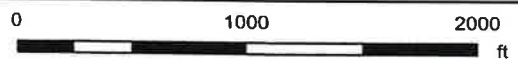
Notes



Fort Crook Road and Fairview Road



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



Map Scale 1: 12739

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Notes



June 26, 2020

Tammi Palm, Planning Manager
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: Rezoning Parcels #011592518 & 011592
TD2 File No. 2178-152

Ms. Palm:

On behalf of our client Frank Krejci, we are requesting the zoning change to ML (Light Manufacturing) for the referenced parcels. The purpose for the request is to make the site available for a warehousing and distribution site. The ML zoning is consistent with the existing comprehensive use plan. Please contact the undersigned if you have additional questions.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.



Douglas E. Kellner, P.E.

DEK/tjp

RECEIVED

JUN 26 2020

PLANNING DEPT.

Dianna VanHorn

From: Tammi Palm
Sent: Tuesday, July 21, 2020 2:14 PM
To: Dianna VanHorn
Cc: Angela Curry
Subject: FW: Replat near Normandy Hills
Attachments: NH Fire1 7 4 20.jpg; NHFire 2 7 4 20.jpg

Best regards,

Tammi Palm

Planning Manager
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
(402) 293-3038

From: Patti <huskerpatti@yahoo.com>
Sent: Tuesday, July 21, 2020 1:52 PM
To: Tammi Palm <Tammi.Palm@bellevue.net>
Subject: Replat near Normandy Hills

Hi Tammi,

Could you please share our email with the Planning Board? It concerns the the replat from AG to Light Industrial by Frank Krejci. There are references about access to Fort Crook Road South.

Fort Crook Road is the only entrance/exit into Normandy Hills and we believe if light industry is allowed access on Fort Crook Road South, this will compound the problem of having only one access to Normandy Hills. The latest example of the seriousness of our situation was a fire on July 4, 2020 where Fort Crook Road South was closed for an extended period of time and residents were unable to leave or return to their homes. Here is the information I am referring to:

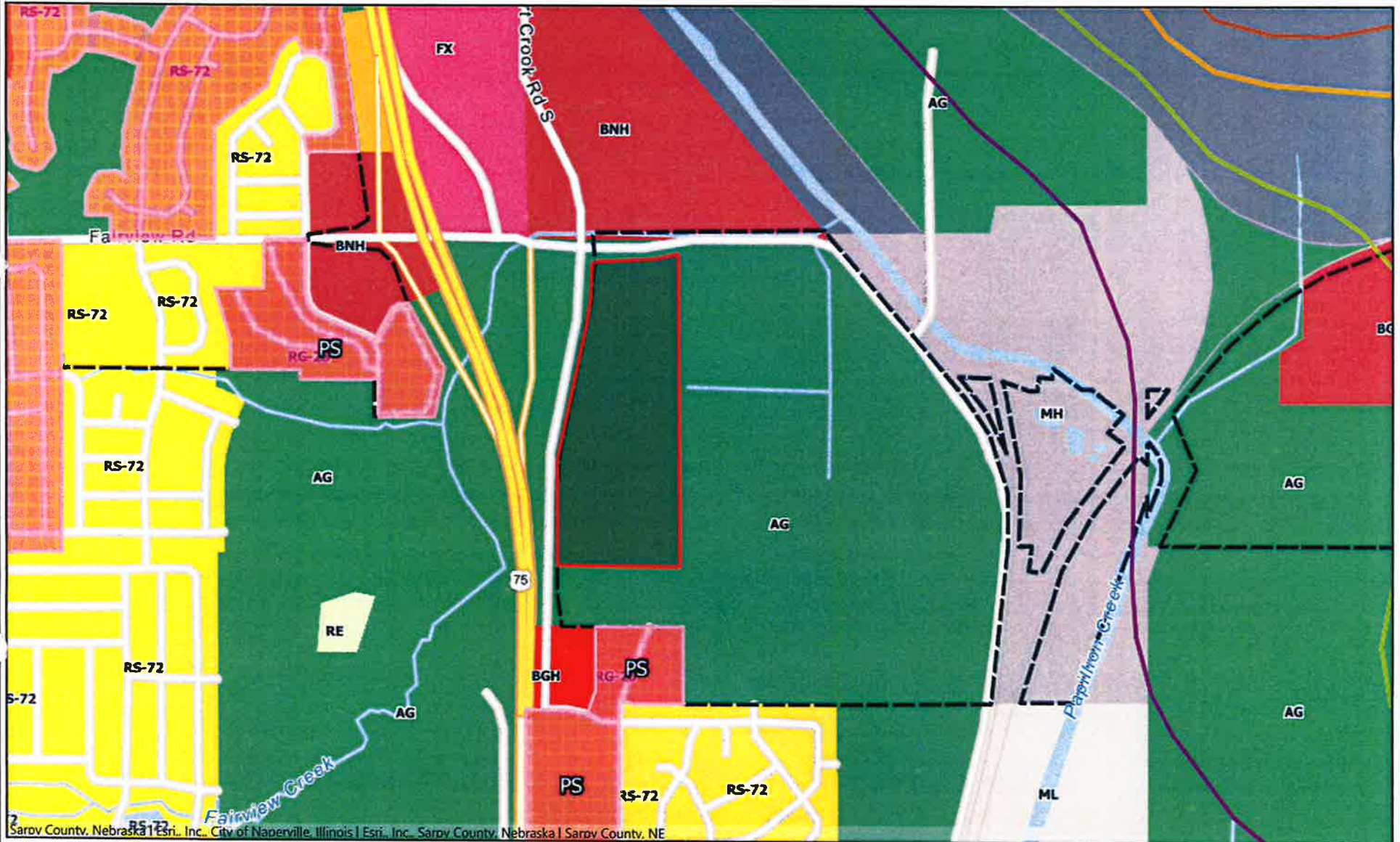
1. Page 3, C., #2 which states: This property has access from Fairview Road. In addition, the property also has access from Fort Crook Road South.
2. Page 3, E, #3 which states: This property abuts the the intersection of Fort Crook Rad South and Fairview Road. This portion of Fort Crook Road South is state right-of-way. Future access points along Fort Crook Road South will need to be coordinated with the Nebraska Department of Transportation.

I have also included photos from the fire in Normandy Hills on July 4, 2020. Thank you for sharing and please let me know if you have any questions.

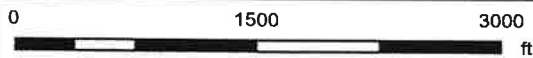
Sincerely,
Patti Smith
Normandy Hills Association
402.598.2259 (cell)







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



Map Scale 1: 18056

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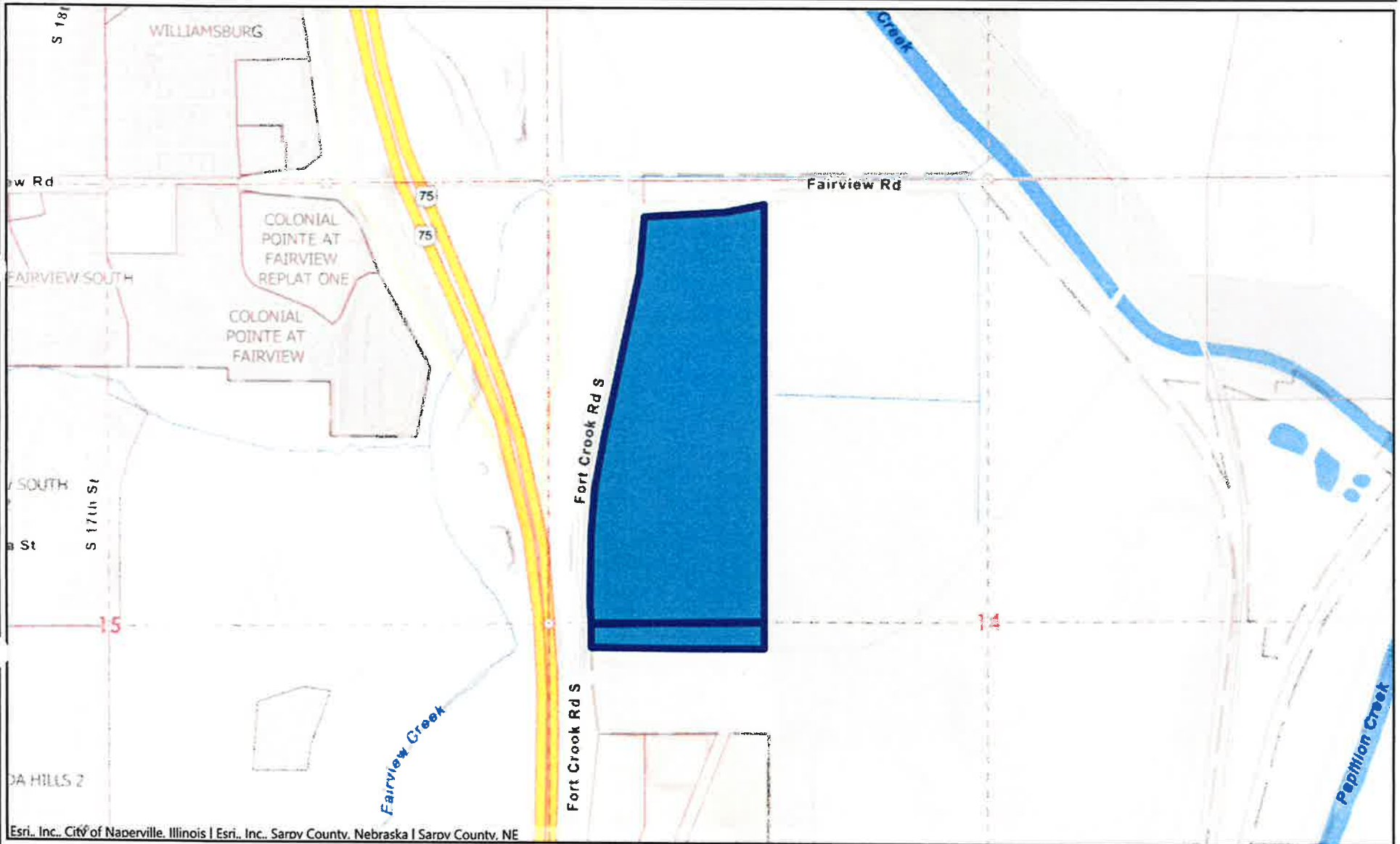


Notes

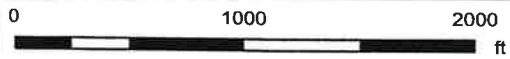




Fort Crook Road and Fairview Road

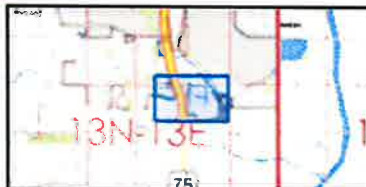


Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 12739

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Notes



ORDINANCE NO. 4003

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT FORT CROOK ROAD SOUTH AND FAIRVIEW ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Irregular Westerly 724.67 of Tax Lot 11, located in the NW ¼ of Section 14, T13N, R13E, and Irregular Tract of Tax Lot 12, located in the SW ¼ of Section 14, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

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

(Frank R. Krejci)

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

Section 3. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 08/04/2020
Second Reading: 08/18/2020
Third Reading: _____

From: Doug Kellner <DKellner@TD2CO.COM>
Sent: Monday, August 10, 2020 3:24 PM
To: Dianna VanHorn <diane.vanhorn@bellevue.net>
Subject: Case Number Z-2006-05 Rezoning Request

Ms. Palm,

On behalf of our Client, Frank Krejci, we are requesting that the rezoning request be laid over at the City Council meeting until the September 15th meeting, due to some scheduling issues. Please contact the undersigned if you have additional questions.

Douglas Kellner, P.E

Thompson, Dreessen & Dornier, Inc.

10836 Old Mill Rd. | Omaha, NE 68154

P: 402.330.8860 | C: 402.218.8780 | F: 402.330.5866

things 2 come >>> | td2co.com

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
9/15/2020

COUNCIL MEETING DATE: 9.1.2020	SUBMITTED BY: Legal	City Clerk
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Ordinance No. 4006: An ordinance to amend or revise certain ordinances which have been affected by or generated by legislative changes and to add or change legislative citations.

SYNOPSIS/BACKGROUND:

The City has been working with American Legal Publishing Corporation to codify the city's ordinances. During review, there were several sections that needed revised due to legislative changes wherein citations needed changed, removed, or updated. Pursuant to Neb. Rev. Stat. 16-404(3)(b) since the Ordinance 4006 is used solely to revise ordinances or code sections in order to adopt statutory changes made by the legislative change, these revisions may be contained in one ordinance to made those changes.

FISCAL IMPACT: 0 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4006 to allow for statutory changes and revisions to be incorporated into several sections of the City Code.

ATTACHMENTS:

1. Ordinance 4006	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruey-Roberts
[Signature]
[Signature]

ORDINANCE NO. 4006

AN ORDINANCE TO AMEND OR REVISE CERTAIN ORDINANCES AS FURTHER DETAILED HEREIN WHICH HAVE BEEN AFFECTED BY OR GENERATED BY LEGISLATIVE CHANGES AND TO ADD OR CHANGE LEGISLATIVE CITATIONS, TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That the following sections of the Bellevue Municipal Code are hereby amended due to legislative changes to read as follows:

Sec. 2-187 RETENTION, DISPOSITION OF RECORDS.

The city clerk shall keep and carefully preserve all papers and books which may come into his or her possession as clerk, filing and arranging them in a manner convenient for reference. After the period of time specified by the state records board pursuant to the Records Management Act, Neb. RS §§84-1201 to 84-1220, the clerk may transfer the journal of council proceedings to the state archives of the Nebraska State Historical Society for permanent preservation.

Sec. 2-221 ADOPTION OF PROVISIONS.

There is hereby adopted by the City of Bellevue the Civil Service Act, being Neb. RS §§19-1825 to 19-1848 ~~pursuant to the statutes of the State of Nebraska~~. Such Civil Service Act shall be in words and terms as contained in this article.

Sec. 4-31.1 SAME – CRITERIA FOR APPROVAL OR DENIAL OF APPLICATIONS.

In addition to the absolute prohibition contained in the Liquor Control Act against the granting of licenses to sell alcoholic liquor under certain conditions specified therein, the city council shall consider the following criteria when determining whether or not to recommend approval or denial of an application for a retail alcoholic liquor license, for the upgrading of a license to sell alcoholic liquor, or for the expansion or change in location of the premises:

- (a) Whether the applicant is fit, willing, and able to properly provide the service proposed in conformance with all provisions, requirements, needs, and regulations provided for in the Nebraska Liquor Control Act.
- (b) Information contained in the public records of the Nebraska Liquor Control Commission and/or investigations conducted by the police department relating to the applicant(s).
- (c) Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with Neb. RS §53-168.06 ~~Nebraska Revised Statutes section 53-102~~ of the Nebraska Liquor Control Act.

- (d) Whether the applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensee can conform to all the provisions, requirements, rules, and regulations provided for in the Nebraska Liquor Control Act and this article.
- (e) Whether the applicant has taken reasonable precautions to protect against the possibility of shoplifting of alcoholic beverages.
- (f) Past instances of discrimination involving the applicant(s) as evidenced by findings of fact before any administrative board or agency of the municipality or any other governmental board or agency or any other governmental unit or court of law.
- (g) Past compliance with state laws and liquor regulations and municipal ordinances and regulations.
- (h) Whether the applicant or its representatives have suppressed any facts or provided any nonfactual information to the governing body or its employees or designated agents in regard to the license application or liquor investigations. The applicant is required to cooperate in providing a full disclosure to the investigating agents of the municipality.
- (i) Proximity of and impact on schools, hospitals, libraries, and public institutions or facilities.
- (j) Whether the type of entertainment to be offered, if any, will be appropriate and nondisruptive to the neighborhood where the premises are located and to the community at large.
- (k) Whether or not applicant has ever forfeited bond to appear in court to answer charges of having committed a felony, or charges of having violated any law or ordinance enacted in the interest of good morals and decency, or has been convicted of violating or forfeiting bond to appear in court and answer charges for violating any law or ordinance relating to alcoholic liquors.
- (l) Whether or not the proposed premises conforms to all building regulations and all fire regulations imposed by the Municipal Code of the City of Bellevue.
- (m) Whether the residence requirements of Nebraska Revised Statutes section 53-125 are met.
- (n) The adequacy of existing law enforcement resources and services in the area.
- (o) The recommendation of the police department or any other law enforcement agency.
- (p) Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises, potential traffic and parking problems, and the proximity and availability of on-street and off-street parking.
- (q) Zoning restrictions and the municipality's zoning and land-use policies.
- (r) Sanitation or sanitary conditions on or about the proposed licensed premises.
- (s) The existence of a citizens' protest and any other evidence in support of or in opposition to the application.
- (t) The existing population, and projected growth, both city-wide and within the area to be served.

- (u) The existing liquor licenses, the class of such license, and the location of such licenses.
- (v) The nature and needs of the neighborhood or community where the proposed premises are located as well as its projected growth.
- (w) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest.
- (x) Other information and data that may reasonably be considered pertinent to the issuance of the license.

Sec. 7-6 SINGLE FILE

Any person who rides a bicycle upon a roadway shall not ride more than single file except on paths or parts of roadways set aside for the exclusive use of bicycles.

Statutory reference:

Similar provisions, see Neb. RS 1943, §60-6, 317-~~(2)~~(3).

Sec. 9-2 ELECTION DATE

The city shall hold its municipal election for the year 1976 and all succeeding municipal elections thereafter on the same date as the statewide general election for the state.

Statutory reference:

Similar provisions, see Neb. RS 1943, §~~32-304~~32-403.

Sec. 11-42 EXEMPTION FROM TAX LEVY.

This occupation tax shall not be levied upon any metropolitan utilities district distributing or selling gas within the city limits, which district is presently paying a sum pursuant to Neb. RS ~~§14-1042(1943)~~ §14-2139.

Sec. 12-57 DEFINITIONS

- A. For the purposes of this article, the words ~~PERMISSIBLE FIREWORKS~~ **CONSUMER FIREWORKS** shall mean only sparklers, Vesuvius fountains, spray fountains, torches, color fire cones, star and comet-type color aerial shells without explosive charge for the purpose of making noise, lady fingers, not to exceed seven-eighths (7/8) of an inch in length or one-eighth (1/8) inch in diameter, total pyrotechnic composition not to exceed one-half (1/2) grain each in weight, color wheels and any other fireworks approved under the provisions of Neb. RS ~~§28-1247(1943)~~ §28-1241(6)(a).
- B. The term **FLYING LANTERNS** shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float

in the air. *FLYING LANTERNS* shall not include hot-air balloons used for transporting persons.

Sec. 18-18 PEDESTRIANS CROSSING BARRIERS AT RAILROAD GRADE CROSSING OR BRIDGE.

No pedestrian shall pass through, around, over or under any crossing gate or barrier at a railroad grade crossing or bridge while such gate or barrier is closed or is being opened or closed.

Statutory reference:

Similar provisions, see Neb. RS 1943, §~~39-641 et seq.~~ 60-6,152

Sec. 18-19 HORSES ON SIDEWALKS

No person shall ride or permit to pass any horse or any vehicle drawn thereby over, upon or across any sidewalk, sidewalk space or public park or plot on or along any public street within the city.

Statutory reference:

Similar provisions, see Neb. RS 1943, §~~39-676~~ 60-6,178.

Sec. 18-33 APPLICABILITY OF PLACEMENT AND LEGIBILITY OF SIGNS IN RELATION TO ENFORCEMENT OF ARTICLE.

No provisions of this article for which signs are required shall be enforced against an alleged violator, if at the time and place of the alleged violation, an official sign is not in proper position and sufficiently legible to be seen by an ordinarily observant person. Whenever a particular section does not state that signs are required, such section shall be effective even though no signs are erected or in place.

Statutory reference:

Similar provisions, see Neb. RS 1943, §~~39-609~~ 60-6,119.

Sec. 18-75 LIGHTS ON PARKED VEHICLES.

- A. Whenever a vehicle is lawfully parked at nighttime upon any street within a business or residence district, no lights need be displayed upon such parked vehicle.
- B. Whenever a vehicle is parked upon a street or highway outside of a business or residence district during the hours between one-half hour after sunset and one-half hour before sunrise, such vehicle shall be equipped with one or more lamps which exhibit a white light on the roadway side visible from a distance of 500 feet to the front of the vehicle and a red light visible from a distance of 500 feet to the rear.

Statutory reference:

Similar provisions, see Neb. RS 1943, §~~39-670.01~~ §60-6,219 and §60-6,220

Sec. 18-86 NO PARKING ZONES AND LIMITED PARKING ZONES

The police department of the city shall have sole jurisdiction of establishing “No Parking” zones and limited parking zones of whatever duration deemed appropriate and of placing “No Parking” signs and the proper time limit sign in the established zones. No person shall disregard any such public notices or interfere with any restricted authority; provided, that it shall not be a violation of this section for a United States Post Office vehicle, while in official use, to be temporarily stopped in a “No Parking” zone for the purpose of parcel delivery, special delivery or mail relay.

Statutory reference:

Similar provisions, see Neb. RS 1943, ~~§39-673, 39-697~~ §60-6, 167 and §60-6,182

Sec. 18-87 PARKING IN MANNER OBSTRUCTING DRIVEWAYS, ALLEYS, ETC.

- A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a law enforcement officer or traffic control device, no person shall stop, stand or park any vehicle, whether the vehicle is attended or not, on any street or highway or roadway within the city;
1. In any manner that would interfere with ingress or egress of any private driveway or public driveway or established alley.
 2. Within two feet either side of the opening of a private driveway, public driveway or established alley.
 3. Within 15 feet of any fire hydrant.
 4. Within 30 feet of any flashing signal, stop sign, yield sign or other traffic control device located at the side of a street, highway or roadway.
 5. Within 20 feet of either side of a crosswalk at an intersection.
 6. On the roadway side of any vehicle stopped or parked at the edge or curb of a street, highway or roadway.
 7. On a sidewalk.
 8. Within 20 feet of the driveway entrance to any fire station and on the side of the street, highway or roadway opposite the entrance to any fire station within 75 feet of such entrance when properly signposted.
 9. Along any curb line painted red or yellow.
 10. Within 30 feet of points on the curb immediately opposite the closet end of a safety zone.
 11. Within any intersection of a street, highway, or roadway or sidewalk area to in any manner interfere with the use thereof by the public.
- B. Any vehicle stopped or parked or standing upon a two-way street, highway or roadway shall stand or be stopped or parked with the right-hand wheels parallel to and within 12 inches of the right-hand curb.

- C. The restrictions in this section shall not apply to city and welfare departments engaged in the interest of public safety and emergency.

Statutory reference:

Similar provisions, see Neb. RS 1943, ~~§39-672~~ §60-6, 166

Sec. 26-51 FINDINGS AND DETERMINATIONS.

The City Council of the City of Bellevue, Nebraska (the "City"), hereby finds and determines as follows:

- A. Pursuant to Neb. RS §§13-3201 to 13-3211, inclusive, the "Property Assessment Clean Energy Act" (the "Act"), energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens. Using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants. To further these goals, it is necessary for the City to promote energy efficiency improvements and renewable energy systems. Upfront costs for energy efficiency improvements and renewable energy systems may prohibit or deter many property owners from making improvements. It is necessary for the City to implement an alternative financing method through the creation of a clean energy assessment district.
- B. Financing energy projects to further these goals is a valid public purpose and can be accomplished through Property Assessed Clean Energy ("PACE") financing, which is used to overcome private capital and equity, not public debt.
- C. Pursuant to the Act and Neb. RS §13-3204, the City of Bellevue is authorized to establish a clean energy assessment district so that owners of qualifying property can access PACE financing for energy efficiency improvements or renewable energy improvements to their properties located in such municipality. The City may enter into an agreement pursuant to the Interlocal Cooperation Act, Neb. RS §§13-801 et seq., for the creation, administration or creation and administration of clean energy assessment districts, pursuant to Neb. RS ~~§18-3210~~ §13-3210. The City declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to the Act, as amended.

Sec. 27.5-21 ILLICIT DISCHARGES PROHIBITED.

- A. No person shall cause or permit the discharge of non-stormwater runoff to directly or indirectly enter the municipal separate storm sewer system unless the discharge is:
1. Authorized by a NPDES permit issued by EPA or NDEQ.
 2. Caused by, or resulting from:
 - a) Fire fighting activities, where such discharges or flows contain no significant sources of pollutants.
 - b) Diverted stream flows.
 - c) Rising groundwaters.

- d) Uncontaminated groundwater infiltration, as defined at 40 CFR 35.2005(b)(20).
- e) Uncontaminated pumped groundwater.
- f) Discharges from potable water sources.
- g) Foundation drains.
- h) Air conditional condensation.
- i) Irrigation water.
- j) Springs.
- k) Water from crawl space pumps.
- l) Footing drains.
- m) Lawn watering.
- n) Individual residential car washing.
- o) Flows from riparian habitats and wetlands.
- p) Dechlorinated swimming pool discharges.
- q) Street washwater.
- r) Specifically authorized by the city.

B. Notwithstanding that such discharges may be permitted under 27.5-21(1), such discharges are allowable only if otherwise in conformance with all applicable provisions of this chapter and this Code.

Section 2. That the above sections of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety and amended as outlined above.

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

ADOPTED by the Mayor and City Council this _____ day of _____ 2020.

ATTEST:

Mayor

City Clerk

First Reading _____
Second Reading _____
Third Reading _____

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
9/15/2020

COUNCIL MEETING DATE: 09/15/2020		SUBMITTED BY: Legal		
AGENDA ITEM:	CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Ordinance No. 4007: An ordinance to amend Sections 6-117 of the Bellevue Municipal Code pertaining to the Regulation of Bees Violations - Revocations.

SYNOPSIS/BACKGROUND:

The City has been working with American Legal Publishing Corporation to codify the city's codes. During review, there were several sections that needed amended or repealed due to legislative and/or statutory changes more specifically Section 6-117 of the Bellevue Municipal Code pertaining to the Regulation of Bees Violations - Revocations.

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 DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4007 to amend Section 6-117 of the Bellevue Municipal Code pertaining to the Regulation of Bees Violations - Revocations.

ATTACHMENTS:

1. Ordinance - Redlined
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Baer Roblins

[Signature]

[Signature]

ORDINANCE NO. 4007

AN ORDINANCE TO AMEND SECTION 6-117 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO SAME – VIOLATIONS; REVOCATION, TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 6-117 of the Bellevue Municipal Code is hereby amended to read as follows:

Section 6-117 SAME – VIOLATIONS; REVOCATION

In addition to such other sanctions as may be imposed by law, violation of this section shall be cause for the revocation of any permit issued for beekeeping. Upon complaint of any owner or resident of any property abutting the parcel on which bees are kept, the Department of Permits and Inspections shall require an inspection of the parcel for which the application had been made. If the inspection discloses violation of any provisions hereof, the Department of Permits and Inspections shall cause a notice to be issued to correct the condition in the manner set out in this section. Such notice shall be in writing and shall set forth the violation, and that such violation shall be corrected within seven days, or the permit shall summarily be revoked. Service of such notice shall be by certified mail or personal delivery.

- (1) No hive shall be maintained on any parcel where any public outdoor recreational area or public park lies within 100 feet of the exterior boundaries of the parcel.
- (2) Bees shall be kept in such a manner so as not to create a nuisance or threat to health or otherwise interfere with the enjoyment of the property of adjacent owners or residents. The following conditions shall exist as a precondition to the issuance of any permit:
 - a. A source of fresh water shall be maintained for bees at all times near the hives and on the parcel on which bees are to be kept.
 - b. Including the applicant's own hives, no more than three hives or boxes containing three hives shall be kept on any lot zoned RS120, RS84, RS72, RD60, RG50, RG20, or RG8. In the event that the holder of the permit keeps bees on any parcel in excess of one acre in area, no more than four hives or boxes of four hives shall be maintained per one-quarter (1/4) acre.
 - c. No hive shall be maintained within 25 feet of any dwelling or building, except that of the applicant, or any street, road or public right-of-way.
 - d. No hive shall be maintained within 25 feet of the exterior boundary of any abutting property, unless there is present a barrier of sufficient height to deflect the flight of bees to a height of not less than six feet between the exterior boundaries of the parcel on which the bees are being maintained and the abutting property. This provision may be waived in writing by the resident of any abutting property.

- e. The applicant shall be registered with the State of Nebraska – Department of Agriculture pursuant to section ~~81-2,177.01~~ 81-2,173, R.R.S. Nebraska, 1943.
- f. The foregoing conditions shall be continuously maintained by the holder of any permit issued pursuant to this article.

Section 2. That Section 6-117 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

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

ADOPTED by the Mayor and City Council this _____ day of _____ 2020.

ATTEST:

City Clerk

Mayor

First Reading 09/15/2020
Second Reading _____
Third Reading _____

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
9/15/2020

COUNCIL MEETING DATE: 09/15/2020		SUBMITTED BY: Legal			
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 checked="" type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Ordinance No. 4008: An ordinance to amend Sections 9-17 & 9-18 of the Bellevue Municipal Code pertaining to Elections.

SYNOPSIS/BACKGROUND:

The City has been working with American Legal Publishing Corporation to codify the city's codes. During review, there were several sections that needed amended or repealed due to legislative and/or statutory changes more specifically Sections 9-17 & 9-18 of the Bellevue Municipal Code pertaining to Proceedings for Elections & Notice of Election.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Ordinance No. 4008 to amend Sections 9-17 and 9-18 of the Bellevue Municipal Code pertaining to Proceedings for Election & Notice of Election.

ATTACHMENTS:

1. <input type="text" value="Ordinance - Redlined"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins

[Signature]

[Signature]

ORDINANCE NO. 4008

AN ORDINANCE TO AMEND SECTIONS 9-17 to 9-18 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO PROCEEDINGS FOR ELECTION AND NOTICE OF ELECTION, REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 9-17 & Section 9-18 of the Bellevue Municipal Code is hereby amended to read as follows:

Section 9-17 PROCEEDINGS FOR ELECTION

The proceedings for the primary election shall be in the same form as ~~the proceedings for the general municipal election contained in sections 19-3001 to 19-3051, Reissue Revised Statutes of Nebraska, 1943~~ provided in Neb. Rev. Stat. §§ 32-401 to 32-402.

Section 9-18 NOTICE OF ELECTION

Notice of the primary elections shall be given in the manner and time provided in ~~Neb. RS § 19-3005 (1943)~~ Neb. Rev. Stat. § 32-802.

Section 2. That Section 9-17 & Section 9-18 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

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

ADOPTED by the Mayor and City Council this _____ day of _____ 2020.

ATTEST:

Mayor

City Clerk

First Reading 09/15/2020
Second Reading _____
Third Reading _____

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13c.
9/15/2020

COUNCIL MEETING DATE: 09/15/2020		SUBMITTED BY: Legal		
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 checked="" type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Ordinance No. 4009: An ordinance to amend Sections 15-194 of the Bellevue Municipal Code pertaining to Unlawful Acts - Sale or Rental.

SYNOPSIS/BACKGROUND:

The City has been working with American Legal Publishing Corporation to codify the city's codes. During review, there were several sections that needed amended or repealed due to legislative and/or statutory changes more specifically Section 15-194 of the Bellevue Municipal Code pertaining to Housing and the Unlawful Acts - Sales or Rentals.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4009 to amend Section 15-194 of the Bellevue Municipal Code pertaining to the Unlawful Acts - Sale or Rental.

ATTACHMENTS:

1. <input type="text" value="Ordinance - Redlined"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Baez Roblins

ORDINANCE NO. 4009

AN ORDINANCE TO AMEND SECTION 15-194 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO UNLAWFUL ACTS – SALE OR RENTAL, REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 15-194 of the Bellevue Municipal Code is hereby amended to read as follows:

Section 15-194 UNLAWFUL ACTS—SALE OR RENTAL.

Except as exempted by the preceding section of this article, it shall be unlawful for any person to:

- (1) Refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, or to refuse to show, or to refuse to receive and transmit an offer for a dwelling to any person because of race, color, religion, ~~or~~ national origin, **familial status, disability or sex;**
- (2) Discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, ~~or~~ national origin, **familial status, disability or sex;**
- (3) Make, print or publish, or cause to be made, printed or published any notice, statement or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, color, religion, ~~or~~ national origin, **disability, familial status, or sex** or an intention to make any such preference, limitation or discrimination;
- (4) Represent to any person because of race, color, religion, ~~or~~ national origin, **familial status, disability or sex** that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available;
- (5) Cause to be made any written or oral inquiry or record concerning the race, color, religion or national origin of a person seeking to purchase, rent or lease any housing;
- (6) Include in any transfer, sale, rental or lease of housing any restrictive covenants, or to honor or exercise or attempt to honor or exercise any restrictive covenants pertaining to housing;
- (7) Discharge or demote **any an** employee or agent or discriminate in the compensation of such employee or agent because of such employee's or agent's **obedience to compliance with** the provisions of this article;
- (8) Induce or attempt to induce, for profit, any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person

or persons of a particular race, color, religion, ~~or~~ national origin, **familial status, disability or sex.**

State Law reference— Similar provisions, R.R.S. 1943, § ~~20-3168~~ **20-318**.

Section 2. That Section 15-194 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

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

ADOPTED by the Mayor and City Council this _____ day of _____ 2020.

ATTEST:

City Clerk

Mayor

First Reading 09/15/2020
Second Reading _____
Third Reading _____

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13d.
9/15/2020

COUNCIL MEETING DATE: 09/15/2020		SUBMITTED BY: Legal		
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 checked="" type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Ordinance No. 4010: An ordinance to repeal Section 20-5 of the Bellevue Municipal Code Pertaining to Swearing, Cursing, Ect.

SYNOPSIS/BACKGROUND:

The City has been working with American Legal Publishing Corporation to codify the city's codes. During review, there were several sections that needed amended or repealed due to legislative and/or statutory changes more specifically Section 20-5 of the Bellevue Municipal Code pertaining to Offenses - Swearing & Cursing.

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 DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4010 to repeal Section 20-5 of the Bellevue Municipal Code pertaining to Swearing, Cursing, Ect. in its entirety.

ATTACHMENTS:

1. Ordinance - Redlined 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins
[Signature]

ORDINANCE NO. 4010

AN ORDINANCE TO AMEND SECTION 20-5 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO SWEARING, CURSING, ETC., TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 20-5 of the Bellevue Municipal Code is hereby repealed in its entirety:

~~Section 20-5 SWEARING, CURSING, ETC.~~

~~No person shall within the city publicly curse or swear, or upon any street or sidewalk use any profane, obscene, indecent, abusive or offensive language.~~

Section 2. That Section 20-5 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

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

ADOPTED by the Mayor and City Council this ____ day of _____ 2020.

ATTEST:

Mayor

City Clerk

First Reading 09/15/2020

Second Reading _____

Third Reading _____

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020		SUBMITTED BY: Tammi Palm, Planning Manager		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of a request to rezone Lot 1, Riverview Heights Replat IV being a replat of Lot 1 River Heights Replat II, and Lot 6 Riverview Heights Replat, from RE and RS-120- to RE for the purpose of an existing single family residence. Applicant: Tom and Mary Hansen. Location: 513 Ridge Road.

SYNOPSIS/BACKGROUND:

The applicants are requesting to rezone Lot 1 Riverview Heights Replat IV from RE and RS-120 to RE. The proposed lot meets the minimum requirements for the RE zoning district. This change of zone would allow the applicants to combine Lot 1, Riverview Heights Replat IV, and Lot 6, Riverview Heights Replat to add a handicap accessible addition onto the current residence. The applicants have demolished a home that previously existed on Lot 6, Riverview Heights Replat in order to facilitate this. A small subdivision plat will be on the agenda when this ordinance has second reading.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Rezoning Ordinance
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 Robbins
Tom Hansen

ORDINANCE NO. 4011

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 513 RIDGE ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Riverview Heights Replat IV, being a replat of Lot 6, Riverview Heights Replat and Lot 1 Riverview Heights Replat III, located in the Southeast ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RE (Residential Estates District) and RS-120 (Single Family Residential – 12,000 Square Foot Zone) to RE (Residential Estates District).

(Tom and Mary Hansen)

Section 2. This ordinance shall not take effect until such time as the final plat of Riverview Heights, Replat IV, is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 09/15/2020
Second Reading: _____
Third Reading: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Deep Well dba Southroads Technology Park

CASE #: Z-2007-09

CITY COUNCIL HEARING DATE: October 6, 2020

REQUEST: to rezone Lots 1 and 2, Southroads Technology Park, located in the Southwest ¼ of Section 14, T14N, R13E of the 6th P.M., Sarpy County, NE, from BG-PCO to BGH for the purpose of further commercial development

On August 27, 2020 the City of Bellevue Planning Commission voted six yes, one no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: August 27, 2020

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2007-09

FOR HEARING OF:

REPORT #1: August 27, 2020

REPORT #2: October 6, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Deep Well dba Southroads Technology Park
Tari Asche
1001 Fort Crook Road North
Bellevue, NE 68005

B. PROPERTY OWNER:

Deep Well dba Southroads Technology Park
Tari Asche
1001 Fort Crook Road North
Bellevue, NE 68005

C. GENERAL LOCATION:

1001 Fort Crook Road North

D. LEGAL DESCRIPTION:

Lots 1 and 2, Southroads Technology Park, all located in the Southwest $\frac{1}{4}$ of Section 14, T14N, R13E of the 6th P.M., Sarpy County, NE.

E. REQUESTED ACTIONS:

Rezone Lots 1 and 2, Southroads Technology Park, from BG-PCO to BGH.

F. EXISTING ZONING AND LAND USE:

BG-PCO, Commercial

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning which will allow the applicant to pursue a conditional use permit for the temporary staging of United Parcel Service (UPS) trucks and trailers.

H. SIZE OF SITE:

The site is approximately 2.83 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property contains the former Southroads Mall building and also contains a parking lot currently used for overflow parking.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Industrial, Commercial, and Single Family Residential; ML, BGH, and RD-60
2. **East:** Single Family Residential, RS-84 and RS-72
3. **South:** Commercial, Industrial, and Multi Family Residential, BG-PCO, ML, and RG-20-PS
4. **West:** Fort Crook Road right-of-way

C. REVELANT CASE HISTORY:

1. On August 27, 2020, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Southroads Technology Park, from BG-PCO to BGH for the purpose of further commercial development.

D. APPLICABLE REGULATION:

1. Section 5.24, Zoning Ordinance, regarding BGH uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use designation for this property is Flex Space.

B. OTHER PLANS:

The applicant desires to obtain a conditional use permit to allow for the temporary staging of United Parcel Service (UPS) trucks and trailers.

C. TRAFFIC AND ACCESS:

1. There is no traffic data information available for this area.
2. The property has access via public drives off Camp Brewster Road, Fort Crook Road, as well as Childs Road.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Tari Asche, on behalf of Deep Well dba Southroads Technology Park, has submitted a request to rezone Lots 1 and 2, Southroads Technology Park, for the purpose of pursuing a conditional use permit to allow for the parking of UPS trucks and trailers.
2. The property is presently developed with the former Southroads Mall building, which consists of commercial/office space, Cornerstone Christian School, and classroom space for Omaha Public Schools.

The proposed zoning will not change the current development on the property and will allow the uses previously mentioned.

3. 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 also stated if the requested department did not have comments pertaining to the application, no response was needed.

Mike Christensen, Chief Building Official, made comment the adjacent building is currently occupied by two separate schools with Pre-K through 12 and Pre-K through 6, respectively and this type of rezoning would allow for storage and parking of large semi-tractor trailers. He stated both schools have playgrounds fenced in but located in the parking lot; one on the north end and the other on the east side.

No other comments were received in this case.

4. The Future Land Use Map of the Comprehensive Plan designates this area as flex space.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

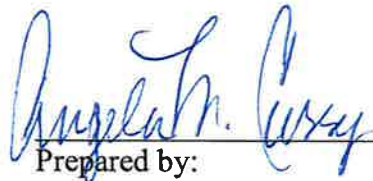
APPROVAL based upon lack of perceived negative impact upon the surrounding area and conformance with the Zoning Ordinance and Comprehensive Plan.

VI. ATTACHMENTS TO REPORT

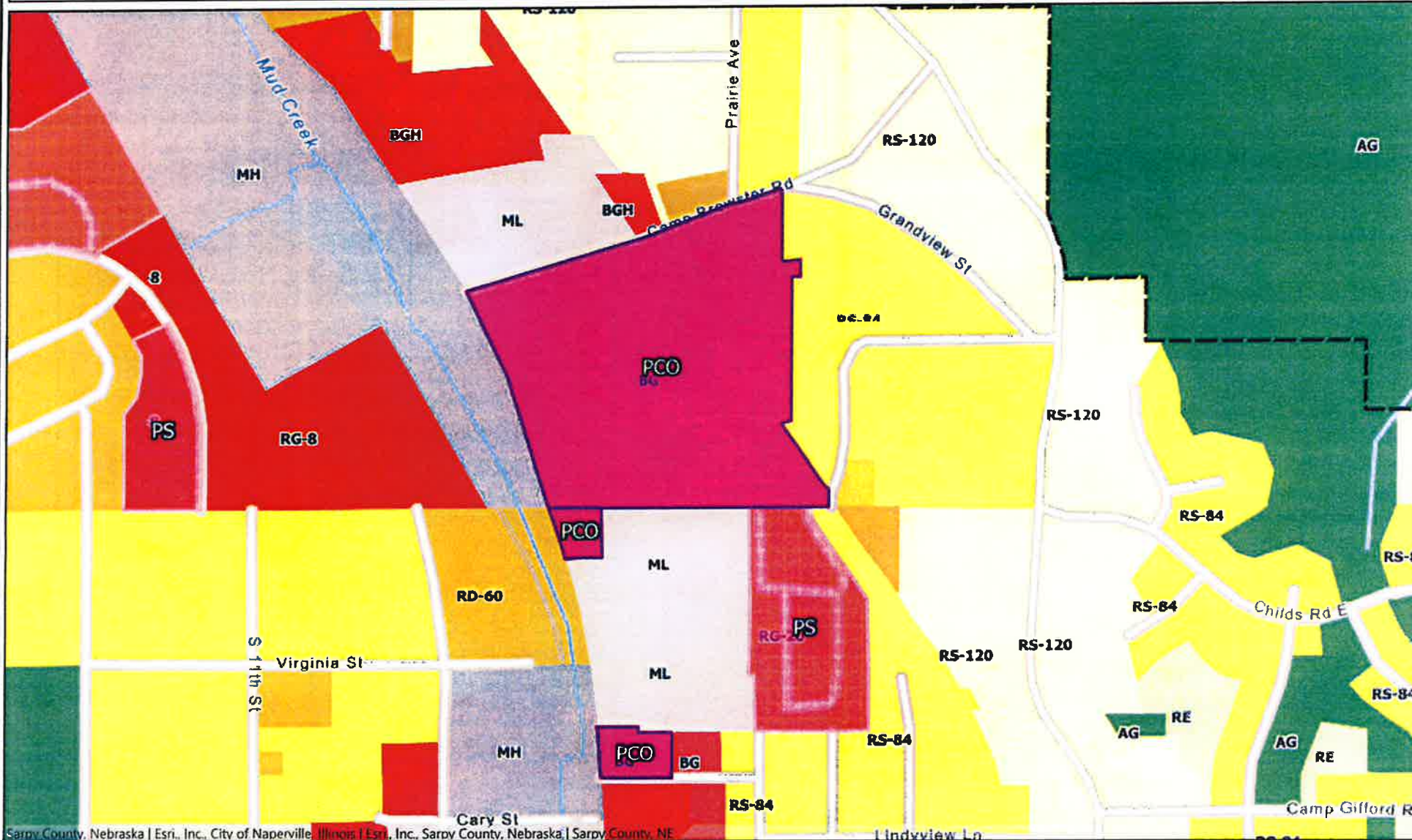
1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Justification letter from Tari Asche received August 18, 2020

VII. COPIES OF REPORT TO:

1. Deep Well dba Southroads Technology Park, Attn: Tari Asche
2. Public Upon Request

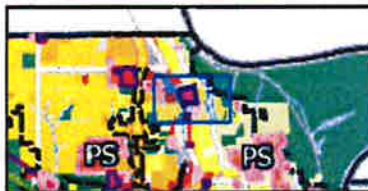

Prepared by: _____ Date: 9/8/20


Planning Manager: _____ Date of Report: 09/08/20



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

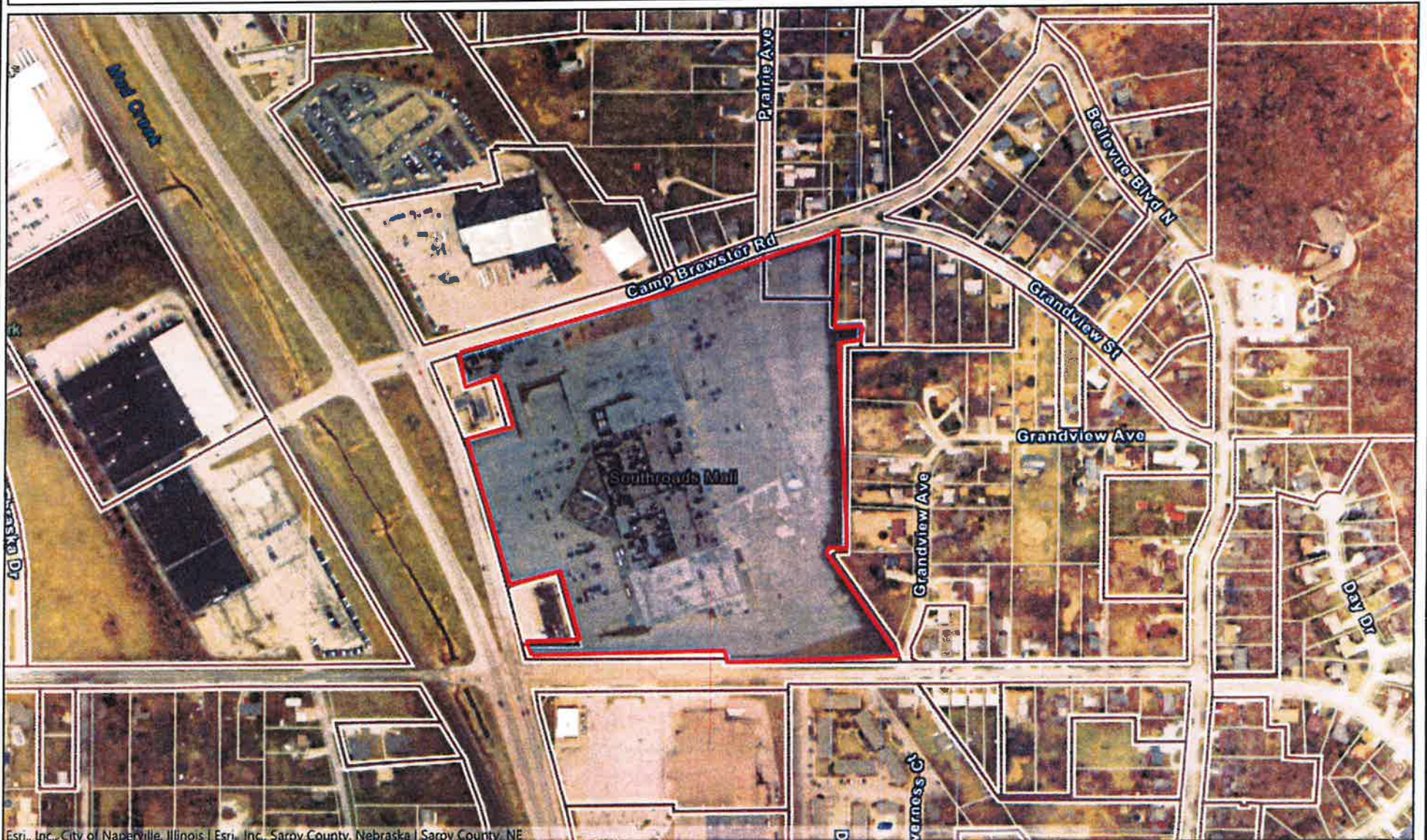
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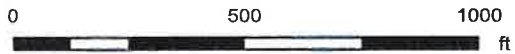
Notes



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.

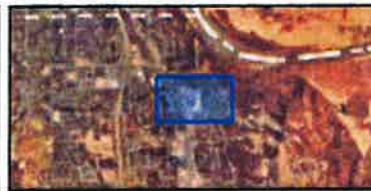


Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 6370

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



Notes



RECEIVED

AUG 18 2020

PLANNING DEPT.

August 18, 2020

City of Bellevue
Attn: Planning Commission
1510 Wall Street
Bellevue, NE 68005

RE: Lot 2 and NE corner of Lot 1, located at 1001 Fort Crook Rd. N, in The Southroads Technology Park
Proposed Area: Approximately 123,019 Square Feet
Current zoning: BG-PCO Requested Zoning: BGH

Lot 2 and Lot 1 are located at 1001 Fort Crook N within the Southroads Technology Park. The proposed area involves all of Lot 2 and the northeast corner of Lot 1 off of Camp Brewster Rd. Southroads Technology Park currently does not use this area of our parking lot. Our intent is to lease the proposed area to UPS for the purpose of temporary trailer staging during the year.

UPS Proposal

Our proposed agreement with UPS states that UPS would erect and maintain, prior to occupancy, a gated perimeter for the entire leased area. This said fence must be a minimum of 6 feet in height and include a locked gate.

- Trailer staging from November - January
- Maximum number of trailers: 125
- Peak Days—Saturday is peak day of activity with limited trips on Tuesdays and Wednesdays
- Peak Hours—2:00am-7:00am and 7:00pm-9:00pm
- Avg trips per day - 10
- Trailer movements are made by only one or two drivers

While we do have two schools located on our premises, both Cornerstone Christian School and the Omaha Public Schools have agreed to the UPS proposal for said purposes and are willing to work together to be good partners. Both schools cited that UPS has a good track record of job site safety.

The UPS Proposal provides income which will allow Deep Well to continue to update and renovate the Southroads Technology Park in order to bring the area back to a source of pride for our community

Thank you for your time and attention, please let me know if you have any questions or concerns.

Sincerely,



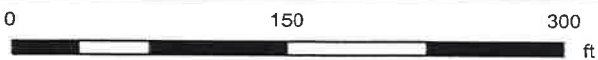
Tari Asche- Manager

Southroads Education and Technology Park
Deep Well Mgmt.
1001 Fort Crook Rd N Suite 140A
Bellevue, NE 68005
402-968-6376 Cell



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

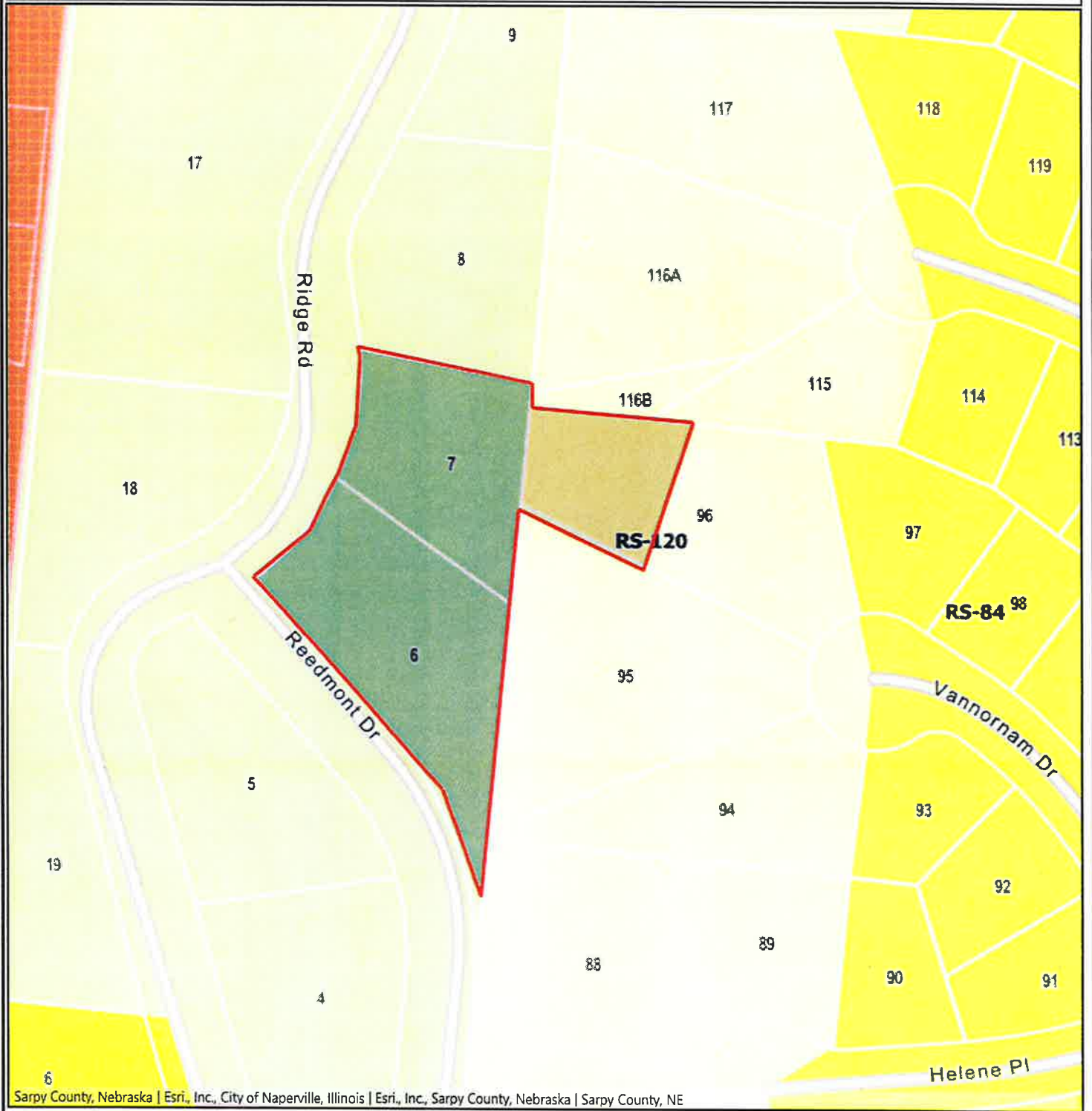
Notes



Map Scale 1: 1592

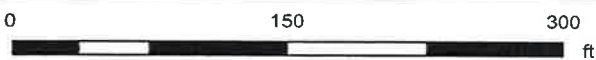
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.





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

Notes



Map Scale 1: 1592

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

13f.
9/15/2020

COUNCIL MEETING DATE: 10/06/2020		SUBMITTED BY: Tammi Palm, Planning Manager		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LICOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Approval of a request to rezone Lots 1 and 2, Southroads Technology Park, from BG-PCO to BGH for the purpose of further commercial development. Applicant: Deep Well dba Southroads Technology Park. Location: 1001 Fort Crook Road North.

SYNOPSIS/BACKGROUND:

The applicants are requesting this change of zone to allow them to pursue a conditional use permit for the temporary staging of United Parcel Service (UPS) trucks and trailers. The presently developed property consist of commercial office space, Cornerstone Christian School and classroom space for Omaha Public Schools. The proposed zoning will not change the current development on the property and will allow the uses previously mentioned. A Conditional Use Permit will be on the agenda when this ordinance has third reading.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. Planning Commission Recommendation Sheet
2. Staff Report
3. Rezoning Ordinance
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Baepp Roblins
[Signature]
[Signature]

ORDINANCE NO. 4012

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 1001 FORT CROOK ROAD NORTH, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 and 2 Southroads Technology Park, located in the Southwest ¼ of Section 14, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From BG-PCO (General Business District-Planned Center Overlay District) to BGH (Heavy General Business District).

(Deep Well dba Southroads Technology Park)

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

Section 3. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 09/15/2020
Second Reading: _____
Third Reading: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Deep Well dba Southroads Technology Park

CASE #: Z-2007-09

CITY COUNCIL HEARING DATE: October 6, 2020

REQUEST: to rezone Lots 1 and 2, Southroads Technology Park, located in the Southwest ¼ of Section 14, T14N, R13E of the 6th P.M., Sarpy County, NE, from BG-PCO to BGH for the purpose of further commercial development

On August 27, 2020 the City of Bellevue Planning Commission voted six yes, one no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: August 27, 2020

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2007-09

FOR HEARING OF:

REPORT #1: August 27, 2020

REPORT #2: October 6, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Deep Well dba Southroads Technology Park
Tari Asche
1001 Fort Crook Road North
Bellevue, NE 68005

B. PROPERTY OWNER:

Deep Well dba Southroads Technology Park
Tari Asche
1001 Fort Crook Road North
Bellevue, NE 68005

C. GENERAL LOCATION:

1001 Fort Crook Road North

D. LEGAL DESCRIPTION:

Lots 1 and 2, Southroads Technology Park, all located in the Southwest ¼ of Section 14, T14N, R13E of the 6th P.M., Sarpy County, NE.

E. REQUESTED ACTIONS:

Rezone Lots 1 and 2, Southroads Technology Park, from BG-PCO to BGH.

F. EXISTING ZONING AND LAND USE:

BG-PCO, Commercial

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning which will allow the applicant to pursue a conditional use permit for the temporary staging of United Parcel Service (UPS) trucks and trailers.

H. SIZE OF SITE:

The site is approximately 2.83 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property contains the former Southroads Mall building and also contains a parking lot currently used for overflow parking.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Industrial, Commercial, and Single Family Residential; ML, BGH, and RD-60
2. **East:** Single Family Residential, RS-84 and RS-72
3. **South:** Commercial, Industrial, and Multi Family Residential, BG-PCO, ML, and RG-20-PS
4. **West:** Fort Crook Road right-of-way

C. REVELANT CASE HISTORY:

1. On August 27, 2020, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Southroads Technology Park, from BG-PCO to BGH for the purpose of further commercial development.

D. APPLICABLE REGULATION:

1. Section 5.24, Zoning Ordinance, regarding BGH uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use designation for this property is Flex Space.

B. OTHER PLANS:

The applicant desires to obtain a conditional use permit to allow for the temporary staging of United Parcel Service (UPS) trucks and trailers.

C. TRAFFIC AND ACCESS:

1. There is no traffic data information available for this area.
2. The property has access via public drives off Camp Brewster Road, Fort Crook Road, as well as Childs Road.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Tari Asche, on behalf of Deep Well dba Southroads Technology Park, has submitted a request to rezone Lots 1 and 2, Southroads Technology Park, for the purpose of pursuing a conditional use permit to allow for the parking of UPS trucks and trailers.
2. The property is presently developed with the former Southroads Mall building, which consists of commercial/office space, Cornerstone Christian School, and classroom space for Omaha Public Schools.

The proposed zoning will not change the current development on the property and will allow the uses previously mentioned.

3. 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 also stated if the requested department did not have comments pertaining to the application, no response was needed.

Mike Christensen, Chief Building Official, made comment the adjacent building is currently occupied by two separate schools with Pre-K through 12 and Pre-K through 6, respectively and this type of rezoning would allow for storage and parking of large semi-tractor trailers. He stated both schools have playgrounds fenced in but located in the parking lot; one on the north end and the other on the east side.

No other comments were received in this case.

4. The Future Land Use Map of the Comprehensive Plan designates this area as flex space.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

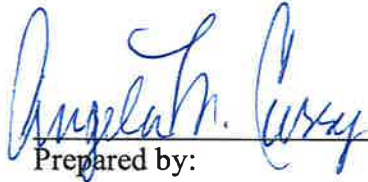
APPROVAL based upon lack of perceived negative impact upon the surrounding area and conformance with the Zoning Ordinance and Comprehensive Plan.

VI. ATTACHMENTS TO REPORT

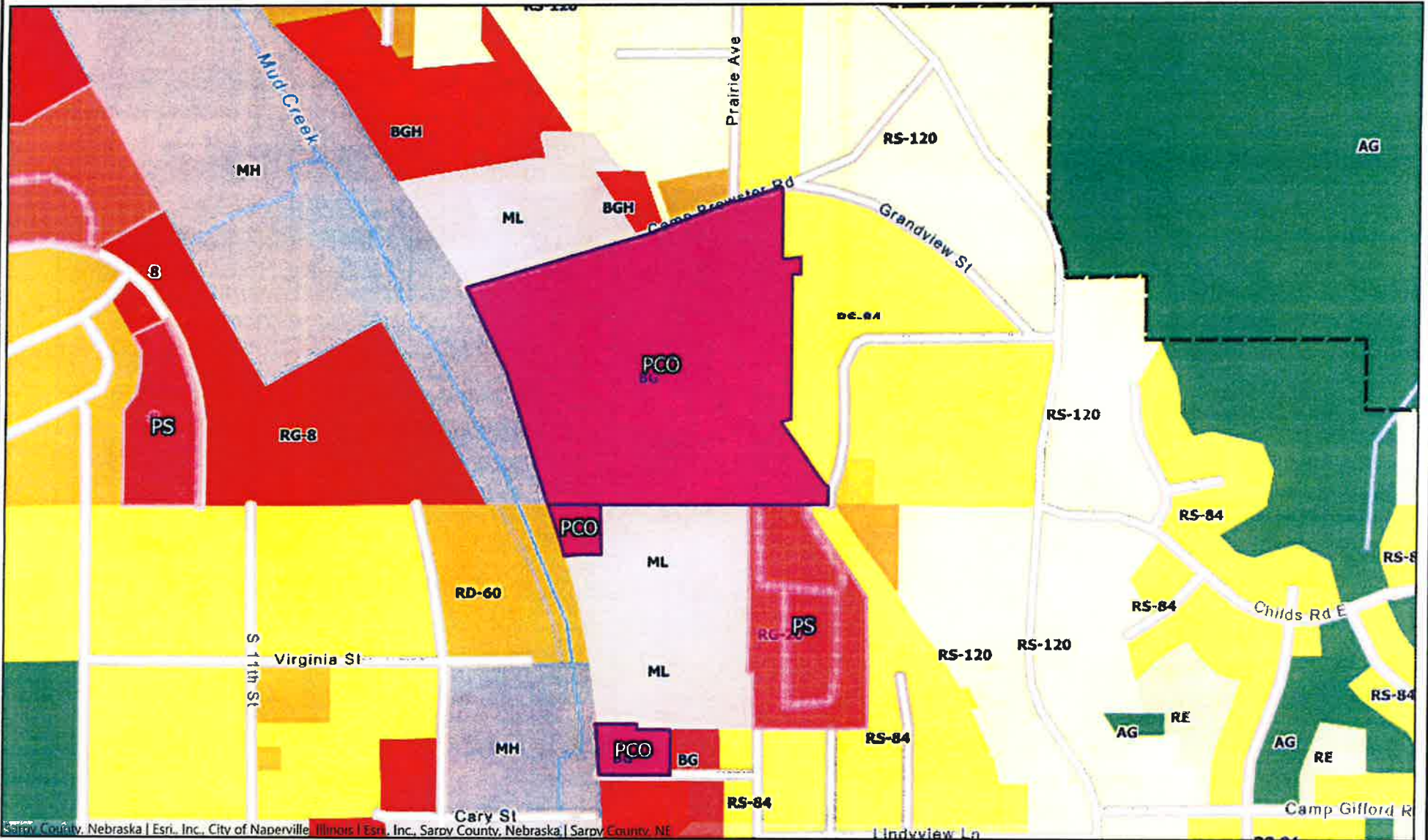
1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Justification letter from Tari Asche received August 18, 2020

VII. COPIES OF REPORT TO:

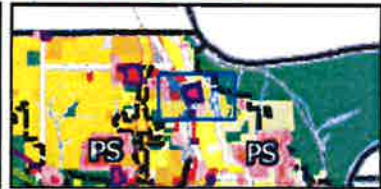
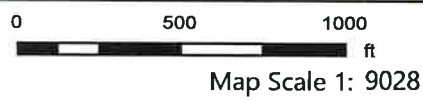
1. Deep Well dba Southroads Technology Park, Attn: Tari Asche
2. Public Upon Request


Prepared by: _____ Date: 9/8/20


Planning Manager: _____ Date of Report: 09/08/20



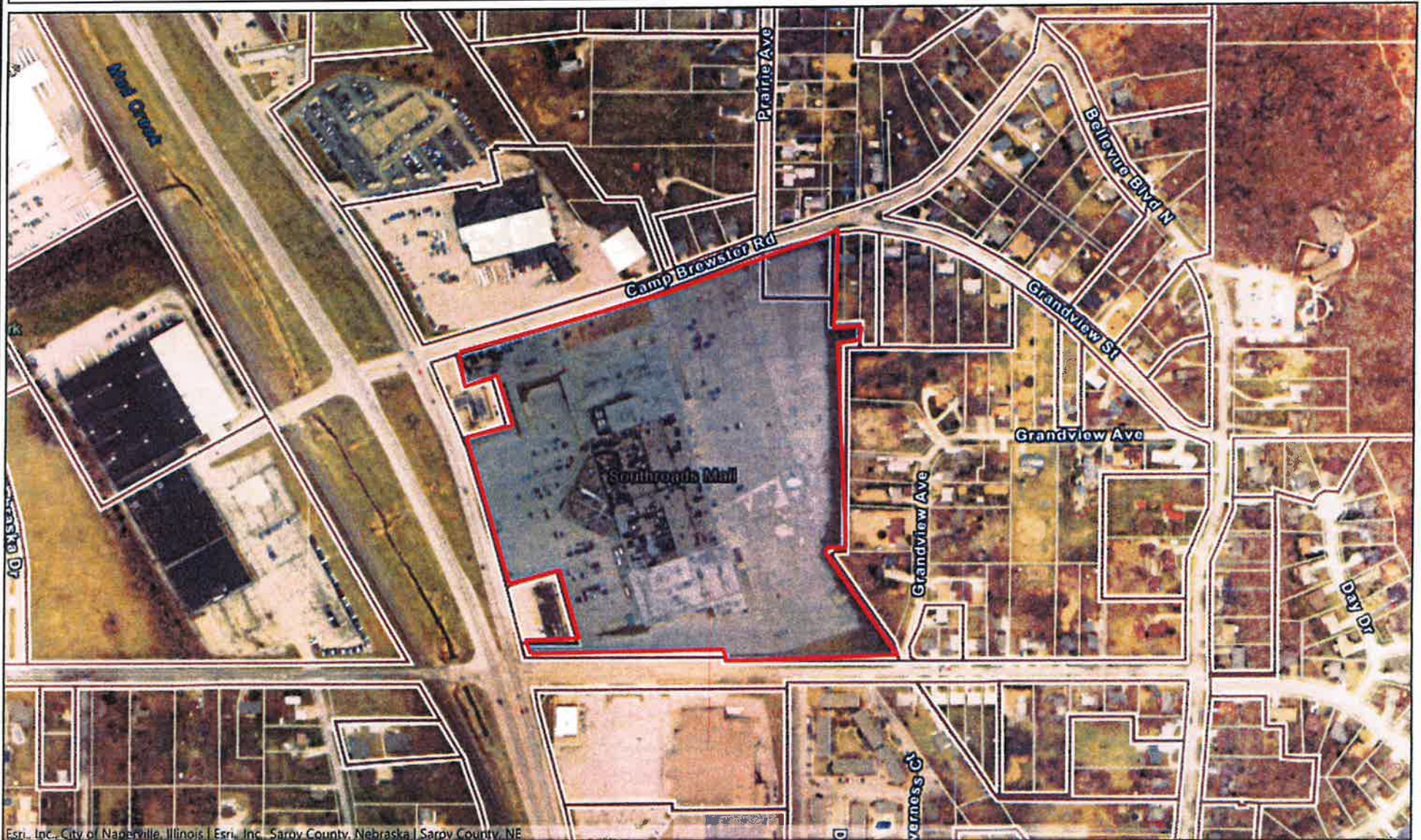
Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



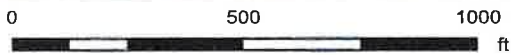
Notes



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Map Scale 1: 6370

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Notes



RECEIVED

AUG 18 2020

PLANNING DEPT.

August 18, 2020

City of Bellevue
Attn: Planning Commission
1510 Wall Street
Bellevue, NE 68005

RE: Lot 2 and NE corner of Lot 1, located at 1001 Fort Crook Rd. N, in The Southroads Technology Park
Proposed Area: Approximately 123,019 Square Feet
Current zoning: BG-PCO Requested Zoning: BGH

Lot 2 and Lot 1 are located at 1001 Fort Crook N within the Southroads Technology Park. The proposed area involves all of Lot 2 and the northeast corner of Lot 1 off of Camp Brewster Rd. Southroads Technology Park currently does not use this area of our parking lot. Our intent is to lease the proposed area to UPS for the purpose of temporary trailer staging during the year.

UPS Proposal

Our proposed agreement with UPS states that UPS would erect and maintain, prior to occupancy, a gated perimeter for the entire leased area. This said fence must be a minimum of 6 feet in height and include a locked gate.

- Trailer staging from November - January
- Maximum number of trailers: 125
- Peak Days—Saturday is peak day of activity with limited trips on Tuesdays and Wednesdays
- Peak Hours—2:00am-7:00am and 7:00pm-9:00pm
- Avg trips per day - 10
- Trailer movements are made by only one or two drivers

While we do have two schools located on our premises, both Cornerstone Christian School and the Omaha Public Schools have agreed to the UPS proposal for said purposes and are willing to work together to be good partners. Both schools cited that UPS has a good track record of job site safety.

The UPS Proposal provides income which will allow Deep Well to continue to update and renovate the Southroads Technology Park in order to bring the area back to a source of pride for our community

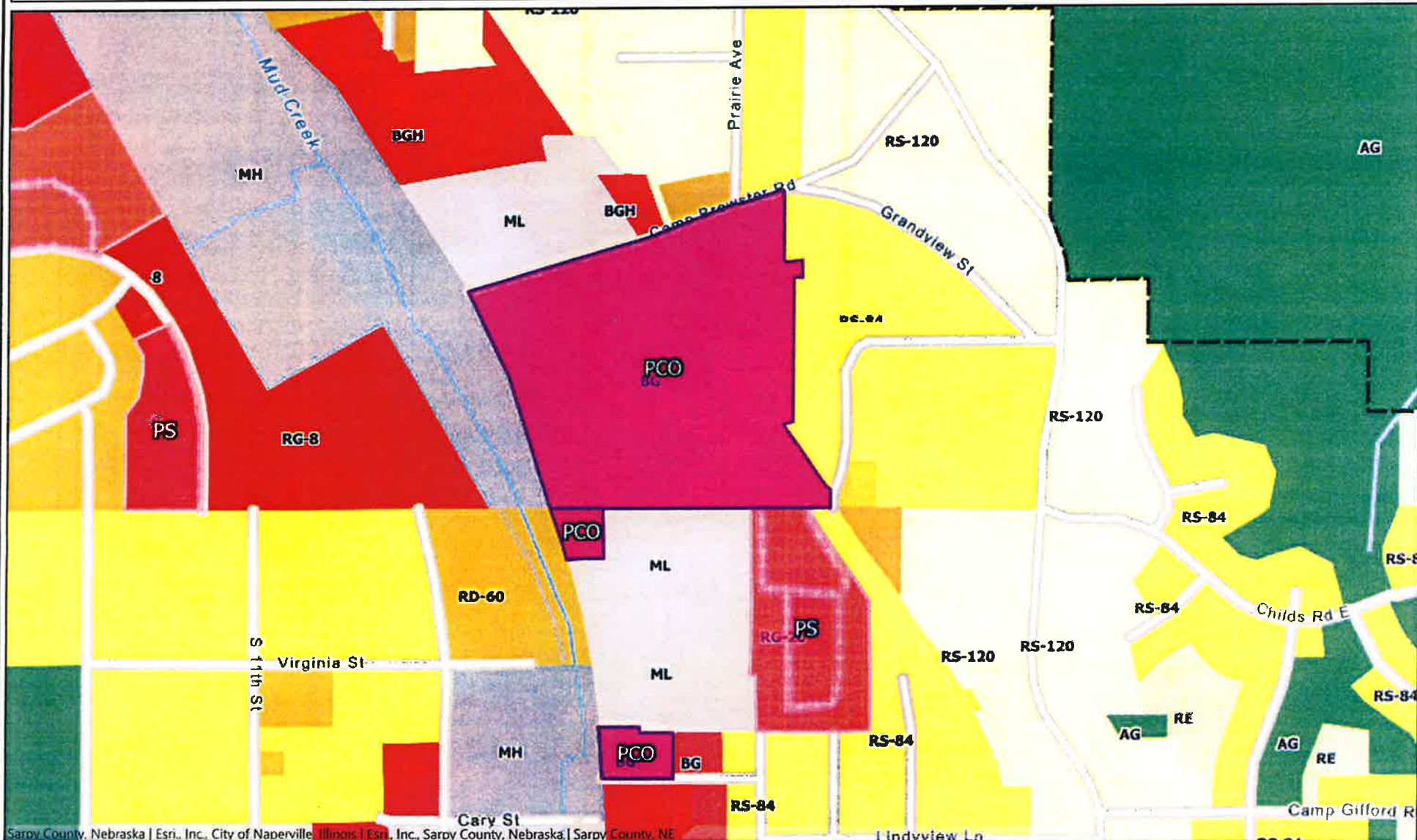
Thank you for your time and attention, please let me know if you have any questions or concerns.

Sincerely,



Tari Asche- Manager

Southroads Education and Technology Park
Deep Well Mgmt.
1001 Fort Crook Rd N Suite 140A
Bellevue, NE 68005
402-968-6376 Cell

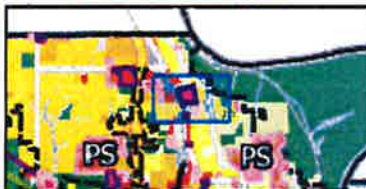


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE

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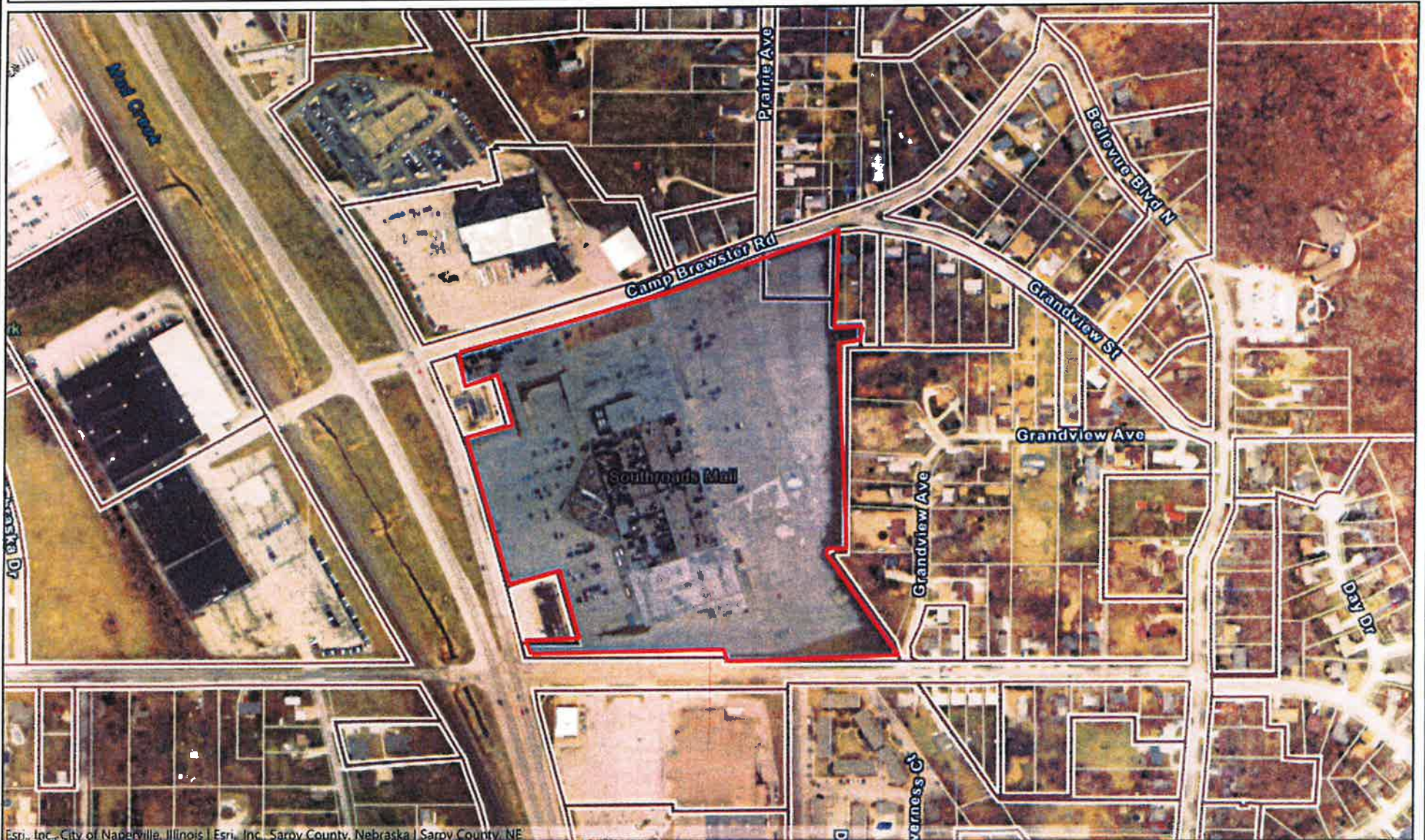
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Notes





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Notes



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/15/2020		SUBMITTED BY: Legal/Finance Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the resolution to amend the Master Fee Schedule.

SYNOPSIS/BACKGROUND:

A review of the Master Fee Schedule was performed and appropriate changes were made to fees and form. See the red-lined legislative version for changes.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Resolution 2020-36 to amend the Master Fee Schedule.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

A. Bree Roblins

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

RESOLUTION NO. 2020-36

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, and

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. 2020-21 passed May 19, 2020, 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 0.75% of the building permit valuation shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of 0.75% of the building permit valuation 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

BUILDING & USE FEES (Continued)

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 nd revocation	\$1,500
Penalty Fee 3 rd revocation	\$5,000
Papio Creek and South Sarpy Watershed Partnership Fees (Effective July 1, 2018 – June 30, 2019)	
Residential – up to a four plex	\$954 per dwelling unit
Multi-family – greater than a four plex	\$4,197 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>	
Plan Review Fee (New Construction)	
Commercial	25% of building permit fee
Demolition of Building Permit (\$25,000 bond for each)	
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 SYSTEM 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 months.
Reinstatement fee for all Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
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

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR (Continued)

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 Appliances/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 & reroof)	\$40
Single Family Siding Permits	\$25

CURB CUT AND GRINDING

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.\$25
Extended Permit & Subsequent Extended Permits Winter Charge	\$200 additional 10% for cuts or grinds from November 15 th to April 1 st
Request for Waiver (sidewalk construction/repair)	\$30

FIRE AND RESCUE SQUAD FEES

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 material, equipment and manpower per call
EMS Patient Care Report	\$ 20.00 handling fee + .50 per page copying fee

FIRE TRAINING FACILITY FEES (Continued)

Confined Space	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,450.00
10-4 Hour Scheduled Events Per Year	\$1,600.00/ \$2,800.00
Single Usage	
1-4 Hour Scheduled Event	\$200.00 / \$300.00
2 Observers	Included/ Included
Driving Area	TMA Fee/Public Fee
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
Extrication Area	TMA Fee/Public Fee
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	
5-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included/Included
*Each Vehicle	\$ 50.00 / \$50.00
Classroom Area	TMA Fee/Public Fee
Annual Usage:	
Contract Bellevue FD Training Site	
Single Usage	
Room 1	
1-4 Hour Scheduled Events Per Year	\$150.00 / \$150.00
10-4 Hour Scheduled Events Per Year	\$300.00 / \$300.00
Room 2	
1-4 Hour Scheduled Events Per Year	\$100.00 / \$100.00
10-4 Hour Scheduled Events Per Year	\$200.00 / \$200.00
Room 3	
1-4 Hour Scheduled Events Per Year	\$100.00 / \$100.00
1-8 Hour Scheduled Events Per Year	\$200.00 / \$200.00

FIRE TRAINING FACILITY FEES (Continued)

Rooms 1, 2 and 3	
1-4 Hour Scheduled Events Per Year	\$300.00 / \$300.00
1-8 Hour Scheduled Events Per Year	\$600.00 / \$600.00

Available AV Equipment	Included/Included
Chairs	Included/Included
Janitorial Fee	Included/Included

Entire Training Site

TMA Fee/Public Fee

Annual Usage	Contact Bellevue FD Training Site
Single Use:	
1-4 Hour Scheduled Events Per Year	\$ 600.00 / \$ 600.00
1-8 Hour Scheduled Events Per Year	\$1,200.00 / \$1,200.00

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
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CODE ENFORCEMENT FEES

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

1st mowing	\$200/min/hour + \$50 Admin fee
2nd mowing	\$400/min/hour + \$50 Admin fee
3rd or subsequent mowing	\$600/min/hour + \$50 Admin fee

CODE ENFORCEMENT FEES (Continued)

Snow Removal

1 st removal	\$100/min/hour + \$50 Admin fee
2 nd removal	\$200/min/hour + \$50 Admin fee
3 rd 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	\$300/min/hour + \$50 Admin fee
Large	\$500/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	\$300/min/hour + \$50 Admin fee
Large	\$700/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 the Chief of Police

\$100/hour

GRADE 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	\$ 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
Saturday Funeral (extra charge)	\$ 100
Winter Funerals (extra charge) (December 1 – March 1)	\$ 40

OTHER FEES (Continued)

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-not 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 Advocacy 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 st impoundment \$30 2 nd impoundment \$60 3 rd 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

OTHER FEES (Continued)

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)	\$0
Season Operator Fee (electricity included)	
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 due	\$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

OTHER FEES (Continued)

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 ONLY 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 certified to license fee 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
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Trash and Recycling Residential Collection Fee, effective June 1, 2020

\$14.59 per month, per residence for 35-gallon service
\$17.69 per month, per residence for 65 gallon service
\$20.69 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 Breast 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"

OTHER FEES (Continued)

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

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	\$0.25 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 of 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	\$125
3	\$250
4	\$275

LIBRARY FEES

Membership

Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$ 1

Fines:

Books, Audio Books, CD's, DVDs	\$0.10/day
USB Language Kits, Watt Detectors	\$1/ day
Leisure Passes	\$5 for replacement

Interlibrary Loan:

Postage	\$3 per item
Lost Interlibrary Loan Items	Price set by lender

Proctor Fees

Prints	\$0.10/page (single sided)
Postage	\$3 per item

Lost Items

Replacement cost of item (or purchase like item as replacement)

Damaged Items

Damage cost assessed up to full value of item

LIBRARY FEES (Continued)

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

Copier/Printer Rates

Black & White Copies/Prints \$0.10/page (single sided)

Color Prints \$0.50/page (single sided)

RECREATION FEES

100% BEFORE first day

Reed Center – Rental

\$325 – Friday/Sunday

\$375 – Sunday

\$175 – Non profit

Field Rentals

\$ 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 (2 year – Adult)

\$2.00

Seniors (55 & Over)

Free

Pool Parties

Pool Rental Fee

\$100

Lifeguard Fee

\$ 40

*Bellevue residents pay the lower fee

Track Club	\$35
Youth Sports Camp	\$30 single session \$40 both sessions
Youth Lacrosse Camp	\$30
Youth Soccer League	\$40
Youth Flag Football League	
Spring	\$35
Fall	\$35
Haworth Park Camp Ground	\$25 for 50 Amp site; \$20 for 30 Amp site (includes taxes) \$10 Tent rates
Haworth Park Shelter Reservations	\$20 1-3 hours (minimum fee) \$10 each additional hour after 3 \$20 alcoholic beverage permit \$ 5 additional tables (2 each)
Historic Presbyterian Church Rental Fee	\$375

SEWER CONNECTION FEES

Residential	
Single Family Dwelling (includes manufactured/ modular/mobile homes)	\$ 900
Duplex	\$1,600
Multiple Family	\$ 700 per unit
Commercial/Industrial	\$3,900 per acre, minimum \$1,950 based on the building footprint
Sewer Tap Inspection Fee	
Service Line (all sizes)	\$118
Re-inspection Fee (after two inspections)	\$ 47

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 of 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 (1.5) 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, Nebraska that its 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. 2020-36

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 by March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City, **and**

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. 2020-21 passed May 19, 2020, 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~~ 0.75% of the building permit valuation shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of ~~\$1,500.00~~ 0.75% of the building permit valuation 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
Penalty Fee

1997 Uniform Administrative Code
fees as amended
4x regular permit fee

BUILDING & USE FEES (Continued)

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
Penalty Fee 2nd revocation
Penalty Fee 3rd revocation

\$500
\$1,500
\$5,000

Papio Creek and South Sarpy Watershed Partnership Fees
~~(Effective July 1, 2018 — June 30, 2019)~~
(Effective July 1, 2020 to June 30, 2021)

Residential – up to a four plex
Multi-family – greater than a four plex
Commercial and Industrial

\$954 per dwelling unit
\$4,197 per gross acre
\$4,842 per gross acre

~~Residential – up to a four plex
Multi-family – greater than a four plex
Commercial and Industrial~~

~~\$908 per dwelling unit
\$3,995 per gross acre
\$4,842 per gross acre~~

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.

Plan Review Fee (New Construction)
Commercial

25% of building permit fee

Demolition of Building Permit (\$25,000 bond for each)
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 mended
by ordinance.

FIRE ALARM/FIRE EXTINGUISHING SYSTEM 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 months.

Reinstatement Fee ~~for all~~

Mechanical, Plumbing, Lawn Sprinkler,
Tile Layer Licenses

yearly license fee + late fees X2

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 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 month
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 Appliances/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 <u>\$84.25</u>
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & reroof)	\$40
Single Family Siding Permits	\$25
<u>CURB CUT AND GRINDING</u>	
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. \$25
Extended Permit & Subsequent Extended Permits Winter Charge	\$200 additional 10% for cuts or grinds from November 15 th to April 1 st
Request for Waiver (sidewalk construction/repair)	\$30

FIRE AND RESCUE SQUAD FEES

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 material, equipment and manpower per call
EMS Patient Care Report	\$ 20.00 handling fee + .50 per page copying fee

FIRE TRAINING FACILITY FEES

***Fees outlined for use of the fire training facility may be waived or reduced by the Bellevue Fire Chief, with permission/approval from the City Council for good cause shown.**

Training Tower Only	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 400.00 / \$ 700.00
10-4 Hour Scheduled Events Per Year	\$ 800.00 / \$1,400.00
15-4 Hour Scheduled Events Per Year	\$1,200.00 / \$2,150.00
Hour Rate	
4 Hours	\$100.00 / \$150.00
8 Hours	\$200.00 / \$300.00
1 Gas/Tower Operator	Included / Included
*Plus Consumable Material Used	
Training Tower and Fire Simulator	TMA / Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 800.00 / \$1,950.00
10-4 Hour Scheduled Events Per Year	\$1,600.00 / \$3,900.00
15-4 Hour Scheduled Events Per Year	\$2,400.00 / \$5,850.00
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 Fee/Public Fee

Annual Usage

5-4 Hour Scheduled Events Per Year

\$ 640.00 / \$ 640.00

10-4 Hour Scheduled Events Per Year

\$1,280.00 / \$1,280.00

Single Usage

1-4 Hour Scheduled Event

\$160.00 / \$160.00

Natural Gas

Included / Included

1 Gas/Tower Operator

Included / Included

Confined Space

TMA Fee/Public Fee

Annual Usage

5-4 Hour Scheduled Events Per Year

\$ 800.00 / \$1,450.00

10-4 Hour Scheduled Events Per Year

\$1,600.00 / \$2,800.00

Single Usage

1-4 Hour Scheduled Event

\$200.00 / \$300.00

2 Observers

Included/ Included

Driving Area

TMA Fee/Public Fee

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

Extrication Area

TMA Fee/Public Fee

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

5-4 Hour Scheduled Event Per Year

\$100.00 / \$100.00

1 Observer

Included/Included

*Each Vehicle

\$ 50.00 / \$50.00

Classroom Area

TMA Fee/Public Fee

Annual Usage:

Contract Bellevue FD Training Site

Single Usage

Room 1

1-4 Hour Scheduled Events Per Year	\$150.00 / \$150.00
10-4 Hour Scheduled Events Per Year	\$300.00 / \$300.00

Room 2

1-4 Hour Scheduled Events Per Year	\$100.00 / \$100.00
10-4 Hour Scheduled Events Per Year	\$200.00 / \$200.00

Room 3

1-4 Hour Scheduled Events Per Year	\$100.00 / \$100.00
1-8 Hour Scheduled Events Per Year	\$200.00 / \$200.00

Rooms 1, 2 and 3

1-4 Hour Scheduled Events Per Year	\$300.00 / \$300.00
1-8 Hour Scheduled Events Per Year	\$600.00 / \$600.00

Available AV Equipment

Chairs	Included/Included
Janitorial Fee	Included/Included

Entire Training Site

Annual Usage

Single Use:

1-4 Hour Scheduled Events Per Year	\$_ 600.00 / - \$_ 600.00
1-8 Hour Scheduled Events Per Year	\$1,200.00 / \$1,200.00

TMA Fee/Public Fee

Contact Bellevue FD Training Site

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
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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 st mowing	\$200/min/hour + \$50 Admin fee
2 nd mowing	\$400/min/hour + \$50 Admin fee
3 rd or subsequent mowing	\$600/min/hour + \$50 Admin fee

1st mowing	\$100/min/hour + \$50 Admin fee
2nd mowing	\$200/min/hour + \$50 Admin fee
3rd or subsequent mowing	\$300/min/hour + \$50 Admin fee

CODE ENFORCEMENT FEES (Continued)

Snow Removal	
1 st removal	\$100/min/hour + \$50 Admin fee
2 nd removal	\$200/min/hour + \$50 Admin fee
3 rd 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	\$300/min/hour + \$50 Admin fee
Large	\$500/min/hour + \$50 Admin fee
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	\$300/min/hour + \$50 Admin fee
Large	\$700/min/hour + \$50 Admin fee
Small	\$150/min/hour + \$50 Admin fee
Large	\$350/min/hour + \$50 Admin fee

Graffiti removal	\$200/min/hour + \$50 Admin fee
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Over 300 square feet
Awnings

\$300
\$ 4.00/100 square foot of vertical
projected area of awning or fraction
thereof; \$40 minimum

Design Review Board Hearing Request
Application for Hearing/Hard Surface Parking Comm.

\$ 250
\$ _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

6.25% of gross receipts

(includes land lines, wireless, cellular, & mobile)

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

\$ 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
Saturday Funeral (extra charge)	\$ 100
Winter Funerals (extra charge)	\$ _ 40
(December 1 – March 1)	
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-not 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	\$-5
(if not applied for in person)	
Dog, Cat, & Pot-bellied Pig License Replacement if Lost	\$ 0.50

Dog, Cat Pet Advocacy 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 st impoundment \$30 2 nd impoundment \$60 3 rd 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-not 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 due	\$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 ONLY 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 certified to license fee 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 and Recycling Residential Collection Fee, effective June 1, 2020	
	\$-14.59 per month, per residence for 35-gallon service \$-17.69 per month, per residence for 65 gallon service \$20.69 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 Breast 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
Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract

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

PUBLIC RECORDS

Bellevue City Maps 200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works)
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Fire Report	\$-50
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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	\$-0.25 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 of 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	\$100-125.00
3	\$250
4	\$275.00

LIBRARY FEES

Membership

Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$ 1

Fines:

Books, Audio Books, CD’s, DVDs	\$0.10/day
USB Language Kits, Watt Detectors	\$1/ day
Leisure Passes	\$-5 for replacement

Interlibrary Loan:

Postage	\$-3 per item
Lost Interlibrary Loan Items	Price set by lender

Proctor Fees

Prints	\$0.10/page (single sided)
Postage	\$-3 per item

Lost Items

Replacement cost of item (or purchase like item as replacement)

Damaged Items

Damage cost assessed up to full value of 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

Copier/Printer Rates

Black & White Copies/Prints

\$0.10/page (single sided)

Color Prints

\$0.50/page (single sided)

RECREATION FEES

100% BEFORE first day

Reed Center – Rental

\$325 – Friday/Sunday

\$375 – Sunday

\$175 – Non profit

Field Rentals

\$_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 (2 year – Adult)

\$-2.00

Seniors (55 & Over)

Free

Pool Parties

Pool Rental Fee

\$100

Lifeguard Fee

\$ 40

*Bellevue residents pay the lower fee

Track Club	\$35
Youth Sports Camp	\$30 single session \$40 both sessions
Youth Lacrosse Camp	\$30
Youth Soccer League	\$40
Youth Flag Football League	
Spring	\$35
Fall	\$35
Haworth Park Camp Ground	\$25 for 50 Amp site; \$20 for 30 Amp site (includes taxes) \$10 Tent rates
Haworth Park Shelter Reservations	\$-20 1-3 hours (minimum fee) \$-10 each additional hour after 3 \$-20 alcoholic beverage permit \$ _5 additional tables (2 each)
Historic Presbyterian Church Rental Fee	\$375

SEWER CONNECTION FEES

Residential	
Single Family Dwelling (includes manufactured/ modular/mobile homes)	\$ _900
Duplex	\$1,600
Multiple Family	\$ _700 per unit
Commercial/Industrial	\$3,900 per acre, minimum \$1,950 based on the building footprint
Sewer Tap Inspection Fee	
Service Line (all sizes)	\$118
Re-inspection Fee (after two inspections)	\$ _47

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 of 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 (1.5) 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, Nebraska that is Master Fee Schedule shall become effective on the 1st day of October, 2020.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

CITY OF BELLEVUE

Mayor

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
9/15/2020

COUNCIL MEETING DATE: 09/15/2020		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of Waiver Hunting Regulations - Lt. Kurt Stroehrer or Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2020 through 12/31/2020 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

FISCAL IMPACT: \$ 0.00 BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: N/A

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: N/A

START DATE: N/A END DATE: N/A PAYMENT DATE: N/A INSURANCE REQUIRED: NO

CIP PROJECT NAME: N/A CIP PROJECT NAME: N/A

STREET DISTRICT NAME (S): N/A STREET DISTRICT NUMBER (S): N/A

ACCOUNTING DISTRIBUTION CODE: N/A ACCOUNT NUMBER: N/A

RECOMMENDATION:

Request approval of the applications for waiver of hunting applications. Police Lt. Kurt Stroehrer or Sgt. Don Pleiss has already given approval for these hunters and their specified sites.

ATTACHMENTS:

1. Listing for approval 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins
[Signature]

2020 Hunter Waivers

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Home #</u>	<u>Cell #</u>	<u>Work #</u>	<u>Hunting Permit #</u>	<u>Address of Hunting Site</u>	<u>Gvn to Police</u>	<u>PD Apprv'd or Dn'd</u>	<u>CC Mtg</u>	<u>CC Apprv'd or Denied</u>
Steven C. Schneider	6902 South 30th Street	Bellevue	68147	402.734.1967	402.658.7127	n/a	10750250	1310 Camp Gifford Road	8/4/2020	8/4/2020	8/18/2020	8/18/20
Ben Wallingford	415 E. 19th Avenue	Bellevue	68005		402.516.2159	402.476.8637	10745297	415 E. 19th Avenue	8/4/2020	8/4/2020	8/18/2020	8/18/20
Angelo Emmi Jr.	2730 Madison	Omaha	68107		402-312-8369		10785427	1310 Camp Gifford Road	8/12/2020	8/12/2020	8/18/2020	8/18/20
John L. Farrar Jr.	713 Sherman Drive	Bellevue	68005	n/a	402.740.0927	n/a	10836980	1011 Bellevue Blvd S	8/31/2020	8/31/2020	9/15/2020	
Andrew Madison	1907 Meadowlark Lane	Bellevue	68123	n/a	402.880.6585	n/a	10847359	1315 Bluff Road	8/2/2020	9/8/2020	9/15/2020	
Jeff Christensen	11040 U Street	Omaha	68137	402-592-4884	402-990-6932	n/a	10865347	1315 Bluff Road	9/4/2020	9/8/2020	9/15/2020	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/15/2020		SUBMITTED BY: CDBG/Finance Department	
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:

Approve Environmental Review Record (ERR) for CDBG-CV activities.

SYNOPSIS/BACKGROUND:

The City of Bellevue received a special allocation of CDBG funding through the CARES Act for the prevention of, preparation for, and response to COVID-19 coronavirus. The City prepared a substantial amendment to the 2019 Action Plan for the CDBG-CV funding which was approved by the City Council on July 7, 2020 and submitted to HUD for approval. In anticipation of HUD approval, the City has completed the required environmental assessment for each proposed activity to identify any potential environmental impact. All activities have been determined to have no adverse effect, and an Environmental Review Record (ERR) has been prepared for the Mayor's signature.

FISCAL IMPACT: \$202,742.00 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: CDBG-COVID- 192000 HUD Projects

START DATE: 10/01/2020 END DATE: 09/30/2023 PAYMENT DATE: _____ INSURANCE REQUIRED: YES

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Approve Mayor's signature on the Environmental Review Record (ERR) for the CDBG-CV activities. The CDBG-CV activities include Human Services COVID-19 Homeless Prevention, Housing Foundation for Sarpy County COVID-19 Housing Prevention Project, ENCAP Food Pantry Expansion project, and CDBG-CV Program Administration.

ATTACHMENTS:

1. ERR Signature Pages for CDBG-CV Activities	2. _____	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Byerholms
[Signature]
[Signature]



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**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR 58.34(a) and 58.35(b)**

Project Information

Project Name: COB-COVID-19-Homeless-Prevention

HEROS Number: 900000010138809

State / Local Identifier:

Project Location: 1500 Wall Street, Bellevue, NE 68005

Additional Location Information:

The location is the City of Bellevue Administrative Offices where households will meet with staff to apply for assistance. Only households located within the city limits are eligible for assistance.

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The proposed project includes funding to provide rent and mortgage assist to resident of Bellevue facing homelessness due to financial hardship from COVID-19. The financial assistance will help bridge the gap between job loss and benefits to prevent evictions and loss of housing. Funding assistance will be provided directly to vendors on behalf of households that apply for assistance and meet requirements including income limits.

Level of Environmental Review Determination:

Activity / Project is Categorically Excluded Not Subject to per 24 CFR 58.35(b):
58.35(b)(2)

Funding Information

Grant Number	HUD Program	Program Name
CDBG-COVID-192008	Community Planning and Development (CPD)	Community Development Block Grant CARES Act (CDBG-CV)

Estimated Total HUD Funded Amount: \$20,000.00

Estimated Total Project Cost [24 CFR 58.2 (a) (5)]: \$20,000.00

Mitigation Measures and Conditions [CFR 1505.2(c)]:

Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition	Comments on Completed Measures	Complete
---------------------------	---------------------------------	--------------------------------	----------

Preparer Signature: _____ Date: _____

Name / Title/ Organization: Abby Highland / / BELLEVUE

Responsible Entity Agency Official Signature: _____ Date: _____

Name/ Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environment Review Record (ERR) for the activity / project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



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**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR 58.34(a) and 58.35(b)**

Project Information

Project Name: ENCAP-Food-Pantry-Expansion

HEROS Number: 900000010141070

State / Local Identifier:

Project Location: 1908 Hancock St, Bellevue, NE 68005

Additional Location Information:

The project location is 1908 Hancock Street where the food pantry is located.

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The project includes funding to add a Volunteer coordinator position to be responsible for recruitment, coordination, and development of volunteers at the Bellevue food Pantry to ensure efficient pantry operations due to the increased community need and response to COVID-19. The food pantry is available to Bellevue residents and will also be expanding to provide drop office service for those who are unable to visit the food bank location.

Level of Environmental Review Determination

Activity / Project is Exempt per 24 CFR 58.34(a):

58.34(a)(4)

Funding Information

Grant Number	HUD Program	Program Name
CDBG-COVID-192010	Community Planning and Development (CPD)	Community Development Block Grant CARES Act (CDBG-CV)

Estimated Total HUD Funded Amount: \$46,592.00

Estimated Total Project Cost [24 CFR 58.2 (a) (5)]: \$46,592.00

Mitigation Measures and Conditions [CFR 1505.2(c)]:

Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition	Comments on Completed Measures	Complete
---------------------------	---------------------------------	--------------------------------	----------

Preparer Signature: _____ Date: _____

Name / Title/ Organization: Abby Highland / / BELLEVUE

Responsible Entity Agency Official Signature: _____ Date: _____

Name/ Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environment Review Record (ERR) for the activity / project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



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**Environmental Review
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Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR 58.34(a) and 58.35(b)**

Project Information

Project Name: HSF-COVID-19-Housing-Prevention-Project

HEROS Number: 900000010141064

State / Local Identifier:

Project Location: 8214 Armstrong Cir, Bellevue, NE 68147

Additional Location Information:

The Housing Foundation for Sarpy County will be the subrecipient and manage the program.

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The project includes funding to assist low- and moderate-income households in Bellevue with rental and mortgage payments to prevent homelessness. By providing assistance in support of housing, the program will lead to housing stability for facing financial hardship due to the coronavirus pandemic.

Level of Environmental Review Determination:

Activity / Project is Categorically Excluded Not Subject to per 24 CFR 58.35(b):
58.35(b)(2)

Funding Information

Grant Number	HUD Program	Program Name
CDBG-COVI-192009	Community Planning and Development (CPD)	Community Development Block Grant CARES Act (CDBG-CV)

Estimated Total HUD Funded Amount: \$121,150.00

Estimated Total Project Cost [24 CFR 58.2 (a) (5)]: \$121,150.00

Mitigation Measures and Conditions [CFR 1505.2(c)]:

Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project

contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition	Comments on Completed Measures	Complete
---------------------------	---------------------------------	--------------------------------	----------

Preparer Signature: _____ Date: _____

Name / Title/ Organization: Abby Highland / / BELLEVUE

Responsible Entity Agency Official Signature: _____ Date: _____

Name/ Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environment Review Record (ERR) for the activity / project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



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**Environmental Review
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Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR 58.34(a) and 58.35(b)**

Project Information

Project Name: CDBG-CV-Program-Administration

HEROS Number: 900000010141074

State / Local Identifier:

Project Location: 1500 Wall Street, Bellevue, NE 68005

Additional Location Information:

The address is the City Administration Building is the project location.

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The project includes all activities associated with successful administration of the CDBG Coronavirus (CDBG-CV) program including expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), financial and reporting requirements, project monitoring, and other responsibility for the CDBG-CV program.

Level of Environmental Review Determination

Activity / Project is Exempt per 24 CFR 58.34(a):

58.34(a)(3)

Funding Information

Grant Number	HUD Program	Program Name
CDBG-COVID-192011	Community Planning and Development (CPD)	Community Development Block Grant CARES Act (CDBG-CV)

Estimated Total HUD Funded Amount: \$15,000.00

Estimated Total Project Cost [24 CFR 58.2 (a) (5)]: \$15,000.00

Mitigation Measures and Conditions [CFR 1505.2(c)]:

Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the

above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition	Comments on Completed Measures	Complete
---------------------------	---------------------------------	--------------------------------	----------

Preparer Signature: _____ Date: _____

Name / Title/ Organization: Abby Highland / / BELLEVUE


Responsible Entity Agency Official Signature: _____ Date: _____

Name/ Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environment Review Record (ERR) for the activity / project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16c.
9/15/2020

COUNCIL MEETING DATE: 9-15-20	SUBMITTED BY: Capt. Tim Melvin 	
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:
State of Nebraska DRE Coordinator Contract

SYNOPSIS/BACKGROUND:
Sgt. Joe Milos has been the State of NE DRE (Drug Recognition Expert) Coordinator for the past 6 months. The city signed a contract with the state so the state could reimburse the city for Sgt. Milos' overtime. The contract ended August 1, 2020, and this is an extension through September 30, 2021. Sgt. Milos instructs classes and coordinates with the NLETC in Grand Island regarding certifying officers in field sobriety testing. This is all done on overtime in which the state reimburses us.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: DRE State Training Coordinator

CONTRACT EFFECTIVE DATE: 8-1-20 CONTRACT TERM: 1 year CONTRACT END DATE: 9-30-21

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:
Sign the contract with the state.

ATTACHMENTS:

1. DRE State Coord. Contract 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 

DRE State Training Coordinator

This Contract is between the Nebraska Department of Transportation Highway Safety Office (HSO) and the City of Bellevue, Bellevue Police Department and Sergeant Joseph Milos. Collectively referred to as “the parties.”

The purpose of this Contract is to compensate reimbursement to the City of Bellevue in return for overtime wages paid to Sgt. Milos for duties of DRE State Training Coordinator. Sgt. Milos will be the DRE State Training Coordinator for the period from August 1, 2020 to September 30, 2021 and reimbursement for his overtime wages and expenses paid by the City of Bellevue will be reimbursed as follows:

1. Sgt. Milos’ hourly wages are \$42.42 hourly which wages are being paid by the Bellevue Police Department. This contract will pay up to 15 hours per month to carry out the below listed duties at \$63.63 an hour. During this contract period, wages may change due to updates in bargaining **contracts** at the city of Bellevue. Sgt. Milos will continue to be paid up to 15 hours per month at the current **overtime** wage at the time the work is accomplished. Sgt. Milos shall provide documentation of his hours worked as DRE State Training Coordinator to the HSO and the City of Bellevue shall be reimbursed for said fees within thirty (30) days of receipt of said documentation.
2. This Contract will also cover any travel expenses (mileage) associated with audits of SFST or A.R.I.D.E. classes and any additional expenses required and documented to carry out the duties outlined below.

The following are duties of the DRE State Training Coordinator:

- Certify New DRE Candidates
- Review all DRE Candidates Progress Logs
- Maintain DRE mailing and email listing
- Provide all new DREs with information regarding the DRE Tracking System
- Maintain and Assist Current DREs with DRE Tracking System
- Review all completed recertification documents to ensure the International Standards and Nebraska Enhanced Standards have been met
- Prepare and select DRE Instructors to assist expired DREs through the reinstatement process
- Provide pertinent drug trend articles to all Nebraska DREs as necessary
- Provide all curriculum changes and protocols to Nebraska DREs
- SFST State Coordinator Duties
- Distribute new curriculum and curriculum updates to all Nebraska SFST Instructors and all Training Academies.
- Attend Annual State Coordinators Meeting at the DAID Conference
- Attend Regional State Coordinators Meeting
- Other DRE and SFST Training duties as assigned
- Prepare and coordinate annual DRE and DRE Instructor Class Training
- Report any DRE or SFST training or process issues to the Nebraska DRE Coordinator.
- Contribute all annual DRE and SFST data at the end of each calendar year to the Nebraska DRE Coordinator.

Term of Contract: This contract period is for fourteen (14) months and shall begin August 1, 2020 and expire September 30th, 2021. Either party may terminate the Contract with thirty (30) days written notice to the other party.

Governing Law: This Contract shall be interpreted according to the law of the State of Nebraska, and any conflict arising under the Contract will be heard by a Nebraska court of competent jurisdiction.

Entire Agreement: This Contract constitutes the entire agreement between the parties as to the subject matter hereof and replaces all prior written and oral statements and understandings.

Signed in agreement on the day below:

NEBRASKA DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY OFFICE

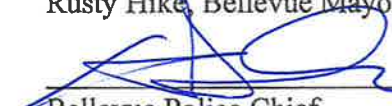
By: 
William J. Kovarik, Administrator NDOT-HSO

8/28/20
Date

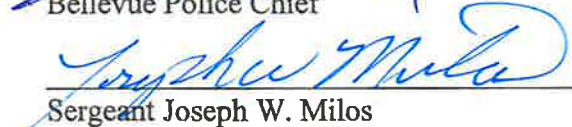
CITY OF BELLEVUE, NEBRASKA

By: _____
Rusty Hike, Bellevue Mayor

Date

By: 
Bellevue Police Chief

09-08-20
Date

By: 
Sergeant Joseph W. Milos

9-8-20
Date

*16d.
9/15/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 9/15/2020		SUBMITTED BY: CDBG			
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:

Approve 2019 CDBG Subrecipient Agreement with Habitat for Humanity of Sarpy County for the 2020 Land Purchase in the amount of \$22,000.00.

SYNOPSIS/BACKGROUND:

As part of the 2019 Action Plan approved by City Council on July 16, 2019, Habitat for Humanity of Sarpy County was approved for funding in the amount not to exceed \$22,000.00. The grant funds will provide assistance to purchase a vacant lot for the development of affordable housing. The subrecipient agreement includes the scope of service and all city and federal requirements for the use of CDBG funding. Habitat for Humanity of Sarpy County has partnered with Habitat for Humanity of Omaha and is prepared to move forward with the grant agreement.

FISCAL IMPACT: 22,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES 100% HUD

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Habitat for Humanity of Sarpy Co	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	2019 CDBG Subrecipient Agreement				
CONTRACT EFFECTIVE DATE:	02/04/2020	CONTRACT TERM:	1 year	CONTRACT END DATE:	9/14/2021
PROJECT NAME:	Habitat 2020 Land Purchase				
START DATE:	02/04/2020	END DATE:	9/14/2021	PAYMENT DATE:	
				INSURANCE REQUIRED:	YES
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:	CDBG-192	ACCOUNT NUMBER:			

RECOMMENDATION:

Approve and authorize Mayor to sign the CDBG subrecipient agreement with Habitat for Humanity of Sarpy County.

ATTACHMENTS:

- 2019 CDBG Subrecipient Agreement
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins

[Signature]

[Signature]

Rusty Hike, Mayor
City of Bellevue, Nebraska

Amanda Brewer

Amanda Brewer, President
Habitat for Humanity of Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 4th day of September 2020, by Amanda Brewer, President, Habitat for Humanity of Sarpy County, on behalf of the organization.

My Commission Expires:

March 13, 2024

Symone McCoy

NOTARY PUBLIC



**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HABITAT FOR HUMANITY OF SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-19-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 4 day of Sept, 2020, by and between the subrecipient HABITAT FOR HUMANITY OF SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-19-MC-31-0003 HUD contract in the amount of \$22,000.00 for land acquisition project located within the city limits; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$22,000.00 from the B-19-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing assistance for the acquisition of a minimum of one lot for residential redevelopment which is eligible under 24 CFR 570.201(a) Acquisition of Real Property. Such program will include the following activities eligible under the CDBG program:

- a. Program Delivery. Funding will be provided for the purchase of a minimum of one lot for redevelopment with single family residential housing for households who meet program participation requirements, including living within Bellevue city limits and with an income at or below 80% of the Area Median Income (AMI) for Sarpy County as determined by HUD. The major tasks performed by the SUBRECIPIENT will include, but are not limited to, the following:
 - i. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - ii. Maintain real property acquired or improved with CDBG funds in excess of \$25,000 with the approved use of the property for a minimum of five (5) years following expiration of this Agreement as outlined under 24 CFR 570.201.
 - iii. Maintain program records documenting household eligibility including race/ethnic data, income, and other characteristics to meet National Objective requirements and income benefit goals.

- b. Income Benefit Goals. It is anticipated that the program will benefit one (1) low- and moderate-income household with the purchase of one lot for development of a single family residential unit.
 - c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income housing by benefiting low- and moderate-income households.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
 - ii. If a National Objectives is not met during this time period, the SUBRECIPIENT must reimburse the GRANTEE for the current fair market value, less any portion of the value attributable to non-CDBG funds.
2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Update on the expenditure of funding as well as a timeline for expenditure update.
 - c. Any additional funds leveraged with CDBG funding.
 - d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
 3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project.
 4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
 5. Construction Work. The SURECIPIENT or its designee will be responsible for the construction work as specified herein and will procure the services and negotiate prices with subcontractors. As the require of the SUBRECIPIENT, the GRANTEE CDBG staff will provide technical assistance, i.e. prepare or review of the work write-up, etc. The construction work will be in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the GRANTEE.
 6. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.

7. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$22,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
 - i. 1st Quarter: October – December,
 - ii. 2nd Quarter: January – March,
 - iii. 3rd Quarter: April – June, and
 - iv. 4th Quarter: July – September.
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description

of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

- i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
- ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
- iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
- iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.

b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

b. Subcontracts

- i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
- ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

- iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesdays of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable

to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. General Compliance.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.

6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

9. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
10. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. Other Program Requirements.

1. Civil Rights

- a. **Compliance.** The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. **Nondiscrimination.** The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. **Land Covenants.** This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. **Section 504.** The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action

- a. **Plan.** The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. **Women and Minority Owned Business Enterprises (W/MBE).** The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the

performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT

of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

c. "Section 3" Clause

- i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible , priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low -income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- ii. **Notifications.** The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iii. **Subcontracts.** The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Conduct.

- a. **Assignability.** The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. **Subcontracts.** The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. **Monitoring.** The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. **Content.** The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. **Selection Process.** The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. **Hatch Act.** The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. **Conflict of Interest.** The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These

conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

e. Lobbying. The SUBRECIPIENT hereby certifies that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. Lobby Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. Uniform Administrative Requirements.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:
 - a. A-21, Cost Principles for Educational Institutions,
 - b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
 - c. A-89, Catalog of Federal Domestic Assistance,
 - d. A-102, Grants and Cooperative Agreements with State and Local Governments,
 - e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
 - f. A-122, Cost Principles for Non-Profit Organizations,
 - g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
 - h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
2. Cost Principles – The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Audits – The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. Insurance Requirements.

1. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

G. Agreement Modifications.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. Reversion of Assets.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. Suspension or Termination of Agreement.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - (a) Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - (b) Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - (c) The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. Notices.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: President, Board of Directors/ Executive Director
Habitat for Humanity of Sarpy County
100 Galvin Road South
Bellevue, NE 68005
 - c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16e.
9/15/2020

COUNCIL MEETING DATE: 09/15/2020		SUBMITTED BY: CDBG/Finance Department	
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:

Approve and execute the CDBG-CV Grant Agreement and Funding Approval in the amount of \$202,742.00

SYNOPSIS/BACKGROUND:

The City of Bellevue received a special allocation of CDBG funding through the CARES Act for the prevention of, preparation for, and response to COVID-19 coronavirus. The City prepared a substantial amendment to the 2019 Action Plan for the CDBG-CV funding which was approved by the City Council on July 7, 2020. Following submittal for review, HUD has approved the substantial amendment and provided a funding agreement for the City's approval. To receive the CDBG-CV funding, the City must execute and return the funding agreement to HUD. Once the agreement is executed and the environmental review is complete, the CDBG-CV funding will be available for expenditure.

FISCAL IMPACT: \$202,742.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: YES 100% HUD

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: HUD	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: HUD CDBG-CV Grant		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: CDBG-COVID- 192000 HUD Projects		
START DATE: 10/01/2020	END DATE: 09/30/2023	PAYMENT DATE: INSURANCE REQUIRED: YES
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve and execute the agreement

ATTACHMENTS:

- | | | |
|----------------------------------|------------------------------------|-------------------------|
| 1. HUD Letter - CDBG-CV Approval | 2. Funding Agreement Form HUD-7082 | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Robins
[Signature]
[Signature]



U.S. Department of Housing and Urban Development

Omaha Field Office
Edward Zorinsky Building
1616 Capitol Avenue, Suite 329
Omaha, Nebraska 68102-4908

August 12, 2020

Honorable Rusty Hike
Mayor of Bellevue
1500 Wall Street
Bellevue, NE 68005

Dear Mayor Hike:

SUBJECT: CARES Act Award Transmittal

The Omaha Field Office would like to thank you for your continued diligence in responding to the coronavirus crisis. The Coronavirus Aid, Relief and Economic Security (CARES) Act provides funding to enable your community to prevent, prepare for, and respond to coronavirus through providing quality subsidized housing and expanding economic opportunities for low-and moderate-income persons through Department of Housing and Urban Development (HUD) programs.

Your community has been awarded CARES Act funding as noted below. You will need to execute a grant agreement amendment for any subsequent rounds of funding in addition to the original grant agreement for Round 1 program funds.

One grant agreement or grant agreement amendment, as applicable, is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG-CV) Round 1	\$ 202,742.00
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Transmittal of a grant agreement or grant agreement amendment does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as the grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed grant agreement is a legally binding agreement.

CARES Act Provisions

The CARES Act awards follow the existing regulations for each program, with additional flexibilities and suspensions that have been provided by HUD as well as those that will be outlined in forthcoming applicable program Notices. The HOPWA-CV notice was issued on May 8, 2020 and is posted here: https://www.hud.gov/program_offices/comm_planning. Once CDBG and ESG Program Notices are final, they will be transmitted to all grantees for use in administering each program and will also be published in the Federal Register. Access the current waiver memoranda on HUD.gov here: https://www.hud.gov/program_offices/comm_planning

Administrative Guidelines

Electronic signatures and email transmission are approved for the following:

- Grant agreements
- Grant agreement amendments
- IDIS Online Access Request Form (HUD 27055)
- Request for Release of Funds
- Direct Deposit Sign-Up form (SF-1199A)

The Chief Elected Official and/or designee should execute two (2) copies of each attached grant agreement or grant agreement amendment, as applicable. To establish a Line of Credit for the supplemental CARES Act funds, it will be necessary for your agency to sign, execute and return one (1) copy of each grant agreement or grant agreement amendment. Electronic signature and email submission of the agreement or amendment to the field office is approved. Return one (1) copy of each agreement or amendment to this office to the attention of Tim Severin, Director, Community Planning and Development Division. Please ensure the signatory signs the CDBG-CV grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG-CV Funding Approval/Agreement should **not** be electronically signed in box 12c. Maintain a copy of each agreement with the original signature on site in your program files.

If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), which can be signed and notarized electronically. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed electronically by your financial institution and returned to this office by email with a copy of a voided check.

You are reminded that these grants are subject to the provisions of 24 CFR Part 58 Environmental Review Procedures unless requirements are waived through the CARES Act. Funds for covered activities may not be obligated or expended until HUD has approved the release of funds. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required. Updated procedures are available at <https://www.hudexchange.info/news/office-of-environment-and-energy-guidance-in-response-to-covid-19/>.

All grantees must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in the obligation of funds which will delay your ability to drawdown funds in IDIS. Grantees are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

Thank you for your efforts in supporting community needs in order to prevent, prepare for and respond to coronavirus, and we are available to assist you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Ms. Terry Inserra, Senior Community Planning and Development Representative, at (402) 492-3141 or Terry.L.Inserra@hud.gov.

Sincerely,



Digitally signed by:
Francis Tim Severin
Date: 2020.08.18 07:
05:21 -05'00'

Tim Severin
Director
Community Planning and
Development Division

Enclosures

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R


U.S. Department of Housing and Urban Development

Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Bellevue	3a. Grantee's 9-digit Tax ID Number 476006099	3b. Grantee's 9-digit DUNS Number 054156260
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1500 Wall Street Bellevue, NE 68005-5237	4. Date use of funds may begin (mm/dd/yyyy) 08/17/2020	
	5a. Project/Grant No. 1 B-20-MW-31-0003	6a. Amount Approved \$202,742
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Francis T Severin		Grantee Name (Contractual Organization) Bellevue (City Of Bellevue)	
Title Director, Community Planning and Development Division		Title	
Signature 	Digitally signed by: Francis Tim Severin Date: 2020.08.17 15:39:18 -05'00'	Date (mm/dd/yyyy) 08/17/2020	Signature X
		Date (mm/dd/yyyy)	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 07/11/2020	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) 08/17/2020	
		9c. Date of Start of Program Year (mm/dd/yyyy) 10/01/2020	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY (2020)	
b. Funds now being Approved		\$202,742	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only Region 7, Field Office 26, Appropriation 860/20162, PAS Code ECV, Source Year 2020 (3)

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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Additional CDBG-CV Requirements

In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- 1) The Grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.
- 2) The grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.
- 3) The Grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.
- 4) The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).
- 5) The period of performance for the funding assistance specified in the Funding Approval/Agreement ("Funding Assistance") shall be six years. It shall begin on the date specified in item 4 in the Funding Approval/Agreement and shall end six years later, on the month and day specified in item 4. The Grantee shall not incur any obligations to be paid with the Funding Assistance after this period of performance.
- 6) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Funding Approval/Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Funding Approval/Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering		Direct
<u>Department/Agency</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- 7) In addition to the conditions contained in the Funding Approval/Agreement (form HUD 7082), the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

- 8) The grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- 9) The Grantee or unit of general local government that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

- 10) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- 11) CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source – This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16f.
9/15/2020

COUNCIL MEETING DATE: 9-15-20		SUBMITTED BY: Capt. Tim Melvin	
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:
Quetel Corporation Technical Support Agreement

SYNOPSIS/BACKGROUND:
The Police Department uses Quetel for our property and evidence management. It is a server based program that officers use to log in evidence and track it for chain of custody. It is software we purchased years ago, but it requires renewing a service contract each year with them. We budget for this each year.

FISCAL IMPACT: 2174.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 1 Year Technical Support Agreement

CONTRACT EFFECTIVE DATE: 12-1-20 CONTRACT TERM: 1 year CONTRACT END DATE: 11-30-21

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: 10-20 ACCOUNT NUMBER: 6262

RECOMMENDATION:
Sign the agreement with Quetel

ATTACHMENTS:

1. Quetel Service Agreement
2. _____
3. _____
4. _____
5. _____
6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roblins

[Signature]

Invoice

QUETEL CORPORATION
14100 Sullyfield Circle Suite 700
Chantilly, VA 20151
703-318-6836

DATE	INVOICE #
9/3/2020	15363

BILL TO:

Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005

SHIP TO:

Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005
Attn: Sgt. Joe Milos #67

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
Renewal	Due on receipt	JRC	9/3/2020	US Mail		009JCSS180

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	Software Supp	1 Year Technical Support Agreement - December 1, 2020 through November 30, 2021	2,174.00	2,174.00
		Out-of-state sale, exempt from sales tax	0.00%	0.00

TOTAL \$2,174.00

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296461

Invoice

QUETEL CORPORATION
14100 Sullyfield Circle Suite 700
Chantilly, VA 20151
703-318-6836

DATE	INVOICE #
9/3/2020	15363

BILL TO:

Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005

SHIP TO:

Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005
Attn: Sgt. Joe Milos #67

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
Renewal	Due on receipt	JRC	9/3/2020	US Mail		009JCSS180

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	Software Supp	1 Year Technical Support Agreement - December 1, 2020 through November 30, 2021	2,174.00	2,174.00
		Out-of-state sale, exempt from sales tax	0.00%	0.00

TOTAL \$2,174.00



296462

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Invoice

QUETEL CORPORATION
 14100 Sullyfield Circle Suite 700
 Chantilly, VA 20151
 703-318-6836

DATE	INVOICE #
9/3/2020	15363

BILL TO:

Bellevue Police Department
 1510 Wall Street
 Bellevue, NE 68005

SHIP TO:

Bellevue Police Department
 1510 Wall Street
 Bellevue, NE 68005
 Attn: Sgt. Joe Milos #67

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
Renewal	Due on receipt	JRC	9/3/2020	US Mail		009JCSS180

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		Out-of-state sale, exempt from sales tax	0.00%	0.00
			TOTAL	\$2,174.00

© 2003 INTUIT INC. # 371 1-800-433-8810



QUETEL TECHNICAL SUPPORT AGREEMENT

Whereas the City of Bellevue, NE (“Agency”) wants to ensure the continued, smooth operation of the software described below that it purchased from the QueTel Corporation (“QueTel”). This agreement provides for QueTel to assist Agency in solving any problems, in a timely manner, with said software, in return for the fees indicated below.

TERMS OF AGREEMENT

The terms of this agreement shall commence the latter of on November 1, 2020 or execution and expire on October 31, 2021. The cost of this agreement shall be \$2,174.00 to be paid annually by Agency to QueTel. Payment shall be made, in full, no later than the date the agreement commences. Either party may, at the end of the Term or any renewal period, cancel this Agreement with respect to all or any of the Software by giving the other party a 60-days written notice. QueTel may, in addition, cancel this Agreement with respect to any QueTel supplied software that, in QueTel’s good faith judgment has become modified by other than QueTel personnel, or is obsolete, and return any unused funds to the Agency.

QUETEL SUPPLIED SOFTWARE COVERED UNDER THIS AGREEMENT

This Technical Support Agreement covers the Evidence TraQ and Digital TraQ purchased by Agency from QueTel.

TECHNICAL SUPPORT OBLIGATIONS

QueTel

QueTel will provide Technical Support Monday through Friday from 8:00 AM to 6:00 PM, QueTel Holiday’s excluded. Currently, QueTel is closed during the following holidays: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, and Christmas Day. Please note that QueTel may change these holidays upon 60-days written notice to Agency.

QueTel will provide software patches, as required, to correct error conditions.

QueTel will provide Agency with contact information for equipment warranty and repair. QueTel will also provide contact information to Agency enabling Agency to purchase barcode printer label stock, pen replacements, and spare batteries.

On all support requests, QueTel will generate a support ticket and communicate via email the ticket number reference, priority level assigned and status. The primary support representative will use best efforts to diagnose and correct the error condition, if possible. If it is not possible s/he will escalate the support ticket and follow the normal course of escalation. During the escalation process, status updates will be delivered from the designated point of contact for QueTel Support. This designated person will be assigned upon issuance of a support ticket.

QueTel will endeavor to resolve problems as swiftly as possible. However, QueTel is unable to provide guaranteed resolution times due to the uncertain nature and causes of problems. In all cases, QueTel will make its best efforts to resolve problems in as little time as needed.

Agency prerequisites include verification of server operational status through a rebooting sequence and providing access to the Agency server for QueTel's support representative. Access can be through VPN, Go-To-Meeting sharing or other appropriate remote connections. QueTel will log every access to the Agency's server. This log will be provided, upon request, to Agency so long as Agency has a valid technical support agreement with QueTel in place.

In those instances where diagnostic testing identifies Agency hardware and/or network problems not related to the QueTel software or user performed modifications not authorized by QueTel, QueTel will provide that information to Agency for resolution.

Work performed after identification of a non QueTel failure, such as database/application transfer or recovery may result in additional charges to Agency.

Priority 1: Mission Critical

Definition: All users and critical functions affected. Software is non-operational for multiple users using multiple computers. We will diagnose root cause of the failure and inform the client.

Examples include users unable to logon (system wide) due to software.

Response time: QueTel will respond within one working hour of notification and immediately begin diagnosis. If the condition is due to network or server failure, e.g. changed database passwords, or other non-software related causes, ownership of the problem will be transferred to client IT staff. Additional charges may be incurred for QueTel remedying or help remedy the problems.

Priority 2: Severe

Definition: A large number of users or functions affected. Impacts necessary operational performance, but does not affect data entry and is a system-wide issue impacting multiple users using multiple computers.

Examples include the inability to enter, upload, or edit data from any PC (excludes mobile devices). Data loss or corruption, although not anticipated, can arise from an unknown condition and will be treated as a Priority 2 request.

Response time: QueTel will respond within four working hours of notification and initiate diagnosis, testing and problem resolution to bring the system to operational functionality. Resolution requiring code changes will be assigned as a high priority and completed during normal business operational hours.

Priority 3: Limited

Definition: Limited degradation affecting a minimal number of users or functions. Business process can continue and the defect does not affect database integrity or where a work around is available.

Examples include the inability to query data for reporting, printer/scanner inoperability and system generated operational error messages, and problems involve QueTel-supplied hardware.

Response time: QueTel will respond within one business day of notification and initiate diagnosis, testing and problem resolution processes. Resolution requiring code changes will be assigned as a priority and completed during normal business operational hours.

Priority 4: Minor

Definition: Minimal degradation affecting few users or functionality. Business process can continue without interruption.

Examples include third party software conflicts, printer head misalignment and reporting of user operational error messages.

Response time: QueTel will respond within one business day of notification during normal business hours through attention to diagnosis, testing, and problem resolution.

Priority 5: Enhancements

Definition: Changes to the interface or operation, modify to meet special client needs.

Examples include adding buttons to the screen, custom or customized reports, or new features. These require code changes.

Response time: QueTel will provide a quote for such changes and a time line for making them.

NOTE: Resolution of the above varies according to the difficulty of diagnosis, nature of the source, and the time required to make the changes.

Agency

Agency County will identify a primary and secondary point of contact (POC) and transmit that information to QueTel. All requests for technical support shall be channeled through the POC's. Agency POC's shall be sufficiently skilled in database management to be able to perform general fault identification, possess general "Administrative" rights to enable third party software on local computers and have direct access or third party access to the server on which the QueTel application and database is installed.

Agency shall assure the security of the network and the server on which the application and database are stored. Agency will provide the proper server environment, including industry standard backup capabilities.

Prior to contacting QueTel, Agency shall assure the server and all hardware are operational.

Additional Services

QueTel can provide additional training on-site or via the web for existing and new users, develop custom modules for Agencies or assist in moving the application to new servers. These services will be provided on the basis of an estimate of the time involved and the cost thereof.

Additionally, time and material costs may be incurred, if problems are determined to be caused by malfunction of the client IT infrastructure (server, network, etc.) or by mistaken or intentional action by Agency staff. The time involved may consist of, but not be limited to, problem diagnosis, correction, and testing.

LIMITATION OF QUETEL LIABILITY

QueTel shall not be responsible or liable for any failure to perform thereunder if such failure is caused by acts of God, strikes or labor disputes, failures of transportation, fire or flood or other causalities, which are beyond circumstance for any incidental or consequential damages or any damages for negligence, with respect to any software held under this Agreement

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day and year first above written:

AGREED:

City of Bellevue
210 West Mission Avenue
Bellevue, NE 68005-5299

By: _____
Authorized Individual

Authorized Individual (Typed/Printed)

Date: _____

ACCEPTED:

QueTel Corporation
14100 Sullyfield Circle
Suite 700
Chantilly, VA 20151

By: Robert O. Wagner, Jr.
QueTel Representative

Robert O. Wagner, Jr.
QueTel Representative (Typed/Printed)

Date: September 1, 2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
9/15/2020

COUNCIL MEETING DATE: 09/15/2020	SUBMITTED BY: Dean Dunn, Interim Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Replace boiler located at 1500 Wall Street.

SYNOPSIS/BACKGROUND:

MMC Mechanical Contractors, Inc. will replace the malfunctioning boiler located at 1500 Wall Street, Room 210, with a new Aerco Benchmark BMK750 boiler. Existing boiler began malfunctioning in Summer 2020. Maintenance services were performed to repair boiler, however the issues with the boiler continued to worsen. Further service repairs were attempted and significant issues with the internal heat exchanger were discovered. Replacement parts are not available to repair the current boiler. Discussion and consultation with contractors resulted in the determination that replacement of the current boiler is required.

FISCAL IMPACT: \$29,996.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Replace boiler at 1500 Wall Street.

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: Ops1500Wall ACCOUNT NUMBER: 7030

RECOMMENDATION:

Request the City Council approve and authorize the Mayor to sign the Agreement between the City of Bellevue and MMC Mechanical Contractors, Inc. for the replacement of the boiler at 1500 Wall Street, not to exceed \$29,996.00.

ATTACHMENTS:

1. MMC Contractors Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins
[Signature]



August 26, 2020

City of Bellevue
1500 Wall street
Bellevue, NE 68005

Replace bad boiler

Attn: Tracy Niemier

Thank you for the opportunity to provide you with this proposal on the above referenced project. Under this proposal we will provide the necessary labor and material to do the above referenced project.

Scope of Work: Replace leaking boiler with new Aerco Benchmark BMK750 boiler

- Disconnect and remove old boiler
- Install new Aerco Benchmark BMK750 hot water boiler
- 15: turndown ratio
- 439 stainless steel fire tube heat exchangers
- 100 psi relief valve
- AERtrim oxygen trim system
- Edge (ii) control with BACnet interface
- Connect water lines
- Connect to existing flue pipe
- Reconnect electrical
- Start Up and Check Operation

Total Price Including Labor and Material.....\$29,996.00

Excludes:

Control work

Overtime work

STATE / LOCAL SALES TAX

Thank you for your Business

Patrick J Ryan (for Mike Armstrong)

Service Manager

ACCEPTED BY: _____ DATE: _____

PROPOSAL IF SUBJECT TO CHANGE AFTER 30 DAYS

Please verify all items listed are included with the scope

Scope:

- Removal of the existing Lochinvar Crest 750MBH Condensing Boiler with an Aerco Platinum Benchmark BMK750 Condensing Boiler with; ASME 160 psi working pressure, 15:1 turndown ration, 439 S.S. fire tube heat exchanger, UL/CSD-1/FM approval, AERtrim oxygen trim system, Edge (ii) control with BACnet Interfact, 120/1/60 volts. Boiler Warranty Terms: 15-year heat exchanger / pressure vessel, 5 year burner, 3 year control panel, and 2 year parts.
- Modification of all hot water piping, combustion air and vent piping, gas piping, bottom blowdown piping and condensate piping. Existing condensate neutralizer will remain.
- Electrical disconnection and reconnection
- Insulation of new hot water piping to match existing piping insulation
- State of Nebraska Boiler Inspections paperwork as required with the State for replacement of boiler.
- Start and test systems operation.

- Connection to the existing building management controls by others (if required)
- **See attached Aerco Platinum Benchmark Warranty and Tech Data Sheets for boiler.**

Dean Dunn

From: Pat Ryan <pryan@mmcontractors.com>
Sent: Wednesday, September 9, 2020 4:24 PM
To: Tracy Niemier; Dean Dunn
Cc: Bryan Wray
Subject: Boiler Quote
Attachments: City of Bellevue - Boiler Repair - 8-26-20.pdf

Tracy / Dean,

The full scope as designated on our proposal, as well as the Scope-of-Work delineated on page 2 **ARE** included an part of the project and quoted price.

Please let me know of any information you may need. And, thank you for the opportunity to help you with this project.

Best Regards,

From: Tracy Niemier <Tracy.Niemier@bellevue.net>
Sent: Tuesday, September 8, 2020 2:58 PM
To: Pat Ryan <pryan@mmcontractors.com>
Cc: Dean Dunn <dean.dunn@bellevue.net>
Subject: FW: Boiler quotes

Hello Pat,
Could you please verify that everything in the attachment is included with your proposal.

Thank you,
Tracy

From: Dean Dunn <dean.dunn@bellevue.net>
Sent: Tuesday, September 8, 2020 2:36 PM
To: Tracy Niemier <Tracy.Niemier@bellevue.net>
Subject: RE: Boiler quotes

Tracy,

Please have MMC verify the scope (see page 2 of attached) is included with the proposal.

Thank you.

Dean

City of Bellevue
Public Works Department
p 402.293.3144 | c 402.917.2176 | f 402.293.3173

From: Tracy Niemier
Sent: Tuesday, September 8, 2020 12:49 PM
To: Dean Dunn <dean.dunn@bellevue.net>
Subject: Boiler quotes

Hello Dean,

These are the boiler quotes we spoke of earlier. With the current weather changes and time of year, I would recommend we move forward with this replacement asap. Please let me know if you have any questions.

Thanks,
Tracy

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/15/2020		SUBMITTED BY: Dean Dunn, Interim Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Permanent Sanitary Sewer Easement

SYNOPSIS/BACKGROUND:

To allow the City of Bellevue the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing the sanitary sewer system.

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:

Request approval of permanent sanitary sewer easement between Sherwood Properties, LLC and the City of Bellevue, located in part of Lots 1 and 2, Hidden Hills 2nd Addition.

ATTACHMENTS:

1. Easement	2. Easement Exhibit	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **Sherwood Properties, LLC**, a Nebraska limited liability company, hereinafter referred to together as GRANTOR, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the City of Bellevue Nebraska, a municipal corporation ("Grantee"), a permanent easement for the right to construct, maintain and operate a sanitary sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

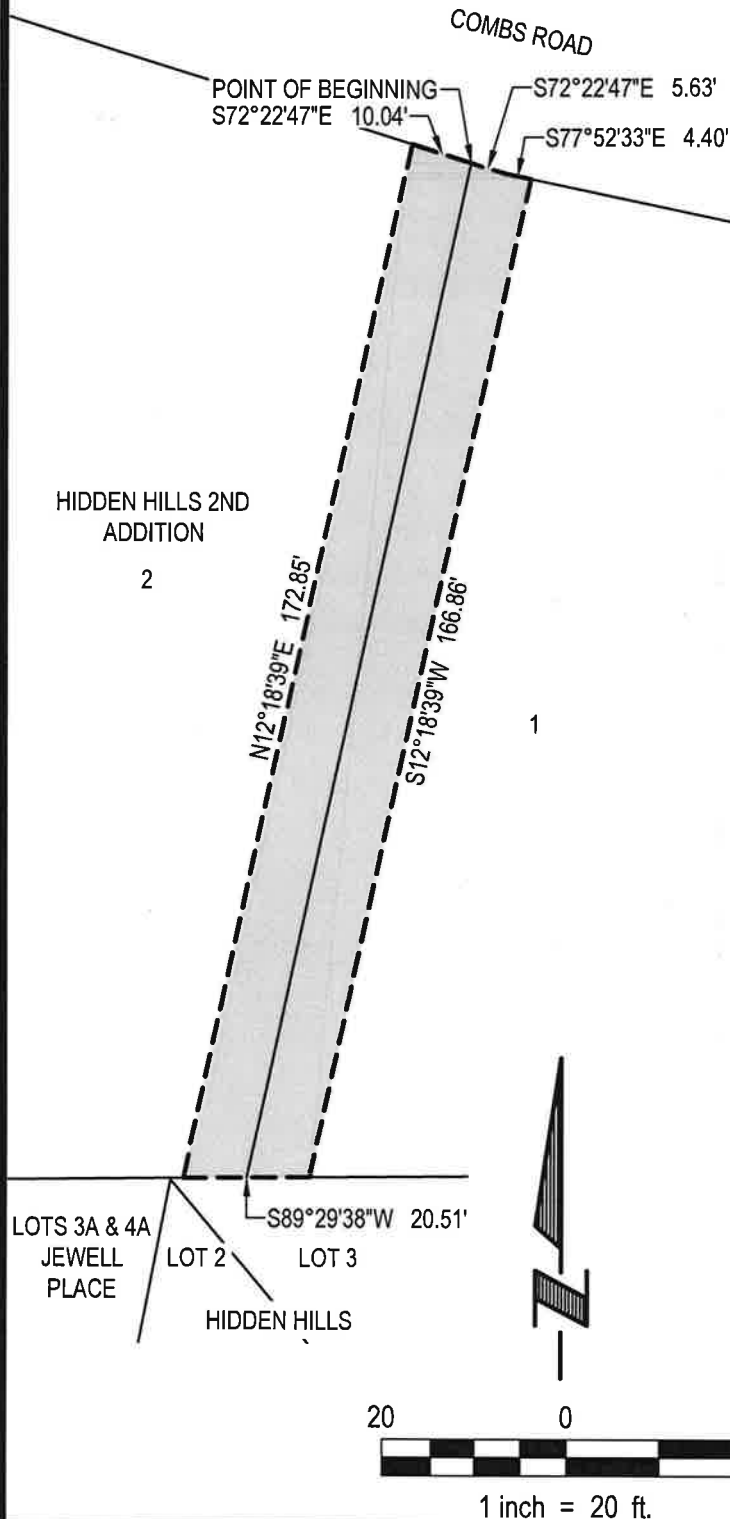
SEE ATTACHED EXHIBIT "A" PERMANENT EASEMENT LEGAL DESCRIPTION (the "Burdened Lots")

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewer at the will of the GRANTEE. GRANTOR may, following construction of said sewer continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the GRANTEE to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the GRANTEE. Improvements which may be approved by GRANTEE include landscaping and fencing. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR and/or its heirs, successors or assigns.
- 2) That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by GRANTEE.
- 3) This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.
- 4) That GRANTEE shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 5) That said GRANTOR for herself and her heirs, executors and administrators does or do confirm with the said GRANTEE and its assigns, that GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that GRANTOR will, and its successors/assigns, shall warrant and defend this permanent easement to said GRANTEE and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
- 6) That said easement is granted upon the condition that the GRANTEE may remove or cause to be removed all presently existing improvements thereon, including but not limited to, vines, trees within the easement area as necessary for the purposes set forth herein.
- 7) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the GRANTOR and the GRANTEE or its agents; and that the

EXHIBIT "A"



LEGAL DESCRIPTION

A SANITARY SEWER EASEMENT LOCATED IN PART OF LOTS 1 AND 2, HIDDEN HILLS 2ND ADDITION, A SUBDIVISION LOCATED IN PART OF THE SW1/4 OF THE NE1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, HIDDEN HILLS 2ND ADDITION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, HIDDEN HILLS 2ND ADDITION, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COMBS ROAD; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, HIDDEN HILLS 2ND ADDITION, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF COMBS ROAD ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) THENCE S72°22'47"E (ASSUMED BEARING), A DISTANCE OF 5.63 FEET; (2) THENCE S77°52'33"E, A DISTANCE OF 4.40 FEET; THENCE S12°18'39"W ALONG A LINE 10.00 FEET EAST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1, NORTHWEST CORNER OF SAID LOT 1, HIDDEN HILLS 2ND ADDITION, A DISTANCE OF 166.86 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1, HIDDEN HILLS 2ND ADDITION, SAID LINE ALSO BEING THE NORTHERLY LINE OF LOT 3, HIDDEN HILLS, A SUBDIVISION LOCATED IN THE SE1/4 OF SAID SECTION 25; THENCE S89°29'38"W ALONG THE SOUTHERLY LINE OF SAID LOTS 1 AND 2, HIDDEN HILLS 2ND ADDITION, SAID LINE ALSO BEING SAID NORTHERLY LINE OF LOT 3, HIDDEN HILLS, A DISTANCE OF 20.51 FEET; THENCE N12°18'39"E ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 2, HIDDEN HILLS 2ND ADDITION, A DISTANCE OF 172.85 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 2, HIDDEN HILLS 2ND ADDITION, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF COMBS ROAD; THENCE S72°22'47"E ALONG SAID NORTHERLY LINE OF LOT 2, HIDDEN HILLS 2ND ADDITION, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF COMBS ROAD, A DISTANCE OF 10.04 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3,394 SQUARE FEET OR 0.078 ACRES, MORE OR LESS.

 E & A CONSULTING GROUP, INC. <i>Engineering Answers</i>	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		SANITARY SEWER EASEMENT LOTS 1 AND 2, HIDDEN HILLS 2ND ADDITION SARPY COUNTY, NEBRASKA
	Job No.: P2007.025.002	Date: 07/10/2020	
	Drawn by: RLS	Scale: 1"=20'	