

Bellevue City Council Meeting

Tuesday, November 3, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
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 in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda (**Items marked with an (*) are approved where this item is, unless otherwise removed**)
 1. (*) Approval of October 20, 2020 Board of Equalization Minutes.
 2. (*) Approval of October 20, 2020 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. Presentation from Sarpy County Economic Development Cooperation (SCEDC) on the 3rd Quarter (Josh Charvat)
8. ORGANIZATIONAL MATTERS: None
9. APPROVED CITIZEN COMMUNICATION: None Received
10. LIQUOR LICENSES: None
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4013 - Request to rezone Lots 122 through 124, Belle Lago South, being a platting of a tract of land located in part of the Southwest ¼ of the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-50-PS, for the purpose of single family residential development. Applicant: HC Belle Lago, LLC. General Location: Looking Glass Drive and South 45th Street. (Planning Manager)
 1. Request to approve a preliminary plat for Lots 122 through 124, Belle Lago South.
 - b. Ordinance No. 4015 - Request to rezone Lot 1, South Woods Replat 4, being a replat of Lots 9 through 11, South Woods, from RG-8 and RG-8-PS to RG-8-PS for the purpose of multi-family residential development. Applicant: APOGEE Professional Services. General Location: Childs Road and Nebraska Drive. (Planning Manager)
 1. Request to approve a small subdivision plat for Lot 1, South Woods Replat 4.
 - c. Ordinance No. 4014 - Request to rezone Lots 2 and 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2, Kennedy Town Center Replat Four, from RG-20- PS to BG-PCO and RG-20-PS for the purpose of a commercial and multi-family residential development. Applicant: Carlson Consulting Engineers, Inc. General Location: 25th Street and West Chandler Road. (Planning Manager)
 1. Request to approve a small subdivision plat for Lots 2 and 2A, Kennedy Town Center Replat 7.
 - d. Ordinance No. 4016: An ordinance to amend Sections 18-106 to 18-112 of the Bellevue Municipal Code pertaining to reserved spaces for handicapped persons. (Legal)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4019: An ordinance to amend Section 6-22 of the Bellevue Municipal Code pertaining to restraint - dogs. (Legal)
13. ORDINANCES FOR INTRODUCTION (1st reading): None

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: None

15. RESOLUTIONS:

a. Resolution No. 2020-42: Approve and authorize Mayor to sign agreement with Southwoods Manager, LLC to implement the Redevelopment Plan. (Planning Manager)

16. CURRENT BUSINESS:

a. Recommend approval and authorize the Mayor to sign the Simulated Firearm Equipment and Training Services Agreement with VirTra, Inc., in the amount of \$42,199.90. (Police Chief)

b. Approve purchase of Penlink PLX Software, in the amount of \$6500.00 (Lt. Derek Bees)

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

18. CLOSED SESSION: None

19. ADJOURNMENT

MINUTE RECORD

Bellevue Board of Equalization, October 20, 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 20th day of October, 2020. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Kathy Welch; Absent: None.

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 Shannon, seconded by Cook to approve the agenda.

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

Public hearing to consider the levy of liens for non-payment of costs associated with the mowing, trimming, and general clean-up of properties within the City of Bellevue, identified in the attachment and in Resolution BOE No. 2020-1020-01.

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 of the proposed liens. Mayor Hike declared the public hearing closed.

Resolution BOE No. 2020-1020-01: Levying of liens for non-payment of costs associated with the mowing, trimming, tree removal, and/or general clean-up efforts on the identified properties within the City of Bellevue

Motion was made by Shannon, seconded by Preister, for passage of Resolution BOE No. 2020-1020-01: Levying of liens for non-payment of costs associated with the mowing, trimming, tree-removal, and/or general clean-up efforts on the identified properties within the City of Bellevue, as amended and presented tonight.

<u>Name (l, f)</u>	<u>Service Address</u>	<u>Parcel #</u>	<u>Legal Description</u>	<u>Amount</u>
Anderson, Don	Lot 6 Block 67 Bellevue & Vac Alley & 1/2 Vac Cemetery Ave Adj	010622748	Lot 6 Block 67 Bellevue & Vac Alley & 1/2 Vac Cemetery Ave Adj	150.00
Anderson, Donald	Lots 1-4 Block 68 Bellevue & 1/2 Vac Cemetery Ave, Lot 6 Block 67 Bellevue & Vac Alley & 1/2 Vac Cemetery Ave Adj, that part of Lot 5 & 6 Block 68 lying South & East of Kountze Memorial Dr. Bellevue	010622926, 011596851	Lots 1-4 Block 68 Bellevue & 1/2 Vac Cemetery Ave, Lot 6 Block 67 Bellevue & Vac Alley & 1/2 Vac Cemetery Ave Adj, that part of Lot 5 & 6 Block 68 lying South & East of Kountze Memorial Dr. Bellevue	150.00
Anderson, Don	Lot 6 Block 67 Bellevue & Vac Alley & 1/2 Vac Cemetery Ave Adj	010622748	Lot 6 Block 67 Bellevue & Vac Alley & 1/2 Vac Cemetery Ave Adj	250.00
Bellevue Housing Authority	2202 Myrtle Street	010377506	Lot 2 Chandler Hills	200.00
Bradshaw, Robert D. & E. Jean	3406 Lynnwood Drive	010633421	Lot 170 Leawood	200.00
Bradshaw, Robert D. & E. Jean	3406 Lynnwood Drive	010633421	Lot 170 Leawood	150.00
Chase Jr., Verl A & Shizuko	1806 Washington Street	010447008	Lots 15A & 15B Replat of Hillside Forest	200.00

MINUTE RECORD

Bellevue Board of Equalization, October 20, 2020, Page 2

			Subdivision	
Granados, Sandra	2720 Olive Street	010511822	Lot 21 Block 2 First Addition to Randolph Place to South Omaha & 1/2 Vac Alley Adj	150.00
Ewing Bellevue Associates LLC C/O CB Richard Ellis Mega	1724 Wilshire Drive	010449760	Lot 6 Tiller's 4th Addition	150.00
Express Funding Corporation	Outlot E Quail Creek	010744800	Outlot E Quail Creek (2.246 AC)	150.00
Future Business Center LLC Attn: David Ruel Gatkouth	2609-2619 Chandler Road West	010541756	Lot 16A, Prokepek Subdivision	300.00
Gamex, Leonel A & Abigail Cardenas	6912 South 41st Avenue	010367772	Lot 3 Block 2 Valley View	300.00
Harrison Properties LLC	3843 Harrison Street	010375074	Lot 15 Block 2 Good Luck Addition & Vac Alley Adj	300.00
Hernandez, Ruben Mena	2607 Gindy Drive, Bellevue, NE 68147	010371834	Lot 23 Citta's 1st Addition	200.00
Jones, Sylvia	2008 Avery Road East	010474536	Lot 16 Hillside Subdivision 9A	150.00
Kilborn, Paul M. C/O ETAL	2830 Lillian Street	010513310	Lot 19 Block 4 First Addition to Randolph Place to South Omaha & 1/2 Vac Alley Adj	150.00
Marcault, Douglas Dwain	2815 Margo Street	010513094	Lot 6 & 7 Block 10 First Addition to Randolph Place to South Omaha	250.00
Martin, Shawn	7620 South 25th Street	010545352	S 28' Lot 29 & All of Lot 30 Block 4 Randolph Place	150.00
Nguyen, Richard Hoang	3204 Wallace Avenue	010434798	Lot 47 Farber Addition	250.00
Peraza, Julie Cecilia AKA Julie C Peraza	5117 Aspen Drive	010548238	Lot 204, Sun Valley	200.00
Phounsavath, Akhaphone	1716 Pelton Avenue	010387455	Lot 37, Ex N 106' Reeve's Addition	150.00
Plebanek, Stanley D.	7312 South 25th Street	010543961	Lot 3 & N 1/2 Lot 28 Block 1 Randolph Place & All Vac Alley between	150.00
Pudvah, Curtis W.	705 Vernon Avenue	010637028	Lot 58 Jewell Terrace	200.00
Ringler, Brenda & Jacob Ringler	305 Kohl Road	010473726	Lot 4 Kohl Subdivision	200.00
Rogers, Brigitte I.	210 West 19th Avenue	010635254	E 20' Lot 1 & Pr Lot 2, E of Blvd, Block 202, Bellevue	200.00
Tiedeman, Christopher & Barbara	14308 South 35th Street	011011602	Lot 16, Two Springs	200.00
Turner, Chloe H & Ryan M.	3002 Jason Street	011322187	Lot 104 Oakridge East	300.00
Velasques, Joseph J. Estate	7604 South 28th Street	010512926	Lot 1-3 Block 10 First Addition to Randolph Place to South Omaha & 1/2 Vac Alley Adj	750.00
Williamsburg Commercial Properties LLC	Lot 2 Williamsburg Plaza Replat One	011602809	Lot 2 Williamsburg Plaza Replat One (2.77 AC)	150.00
Wilson Jr., Charles L. & Sharon E.	1902 Wayne Street	010439897	Lot 1A Lawre Addition No. 1	300.00
Woodall Jr., James	7533 South 22nd Street	010360670	Lot 34 Chandler Hills	150.00
Woodall Jr., James	7533 South 22nd Street	010360670	Lot 34 Chandler Hills	350.00

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

MINUTE RECORD

Bellevue Board of Equalization, October 20, 2020, Page 3

Adjournment

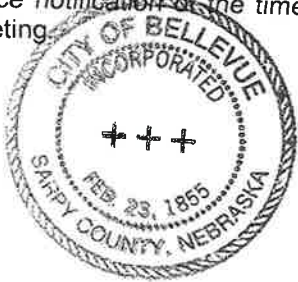
There being no further business to bring before the Board, on motion made by Shannon, seconded by Preister, at 5:03 p.m., the meeting adjourned.



Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on October 20, 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

*5b2.
11/03/2020

Bellevue City Council Meeting, October 20, 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 20th day of October, 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. Pastor David Lydick, Midlands Bible Baptist Church, 2407 Chandler Road E., 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.

Mayor Hike introduced Colonel Alan Dayton. Colonel Dayton is the 55th Mission Support Squadron Commander and is the City of Bellevue's main contact.

APPROVAL OF THE AGENDA

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

Motion was made by Shannon, seconded by Preister, to amend the agenda by moving Item 16c after Item 10 then move Items 14b. and 14b1 after 16c. Roll call to approve the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Roll call to approve the amended agenda 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. The following items were approved on the consent agenda: Acknowledge Receipt of September 23, 2020 Board of Adjustment Minutes; Acknowledge Receipt of September 24, 2020 Planning Commission Minutes; Acknowledge Receipt of June 9, 2020, July 14, 2020, August 11, 2020, and September 8, 2020 Tree Board Minutes; Approval of October 6, 2020 City Council Minutes; Approval of Claims; and Request approval of the application for waiver of hunting applications.

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

SPECIAL PRESENTATIONS: None

ORGANIZATIONAL MATTERS:

Recommend approval for the creation of the City of Bellevue Sidewalk Construction & Maintenance Task Force (Councilwoman Welch)

Councilwoman Welch stated the reason for the Task Force is because it has a beginning and an ending. This start the process of reviewing the lack of sidewalks and the implementation within the City of Bellevue per the ordinance.

Motion made by Cook, seconded by Burns, to recommend approval for the creation of the City of Bellevue Sidewalk Construction & Maintenance Task Force.

Councilman Preister questioned what the length of time for the Task Force will be. Councilwoman Welch stated the plan is to do a sidewalk district to put sidewalks in one area at a time. Discussion followed.

Councilman Burns commented the time for talk is done, sidewalks are black and white. He stated the sidewalks in Olde Towne are extremely bad or non-existent. He feels a Task Force is delaying the process. The City needs to pick areas at a time and move forward with sidewalks.

Councilman Shannon stated a Task Force needs to have a stated goal and time frame. He questioned if the goal is to create the proper parameters so the ordinance can come forward as a proposal. He inquired what the stated goal and time frame of the Task Force is. Councilwoman Welch replied the stated goal is to get sidewalks in all of Bellevue. Conversation ensued.

Ms. Bree Robbins, City Attorney, explained the City Code mentions the order to construct and repair sidewalks and sidewalk districts. There was a proposed ordinance the Legal Department was asked to draft. There were some questions which needed to be answered before bringing the ordinance forward.

MINUTE RECORD

Bellevue City Council Meeting, October 20, 2020, Page 2

The Task Force will be able to get citizens input and answer questions the Legal Department has.

Councilman Shannon commented the City has the tools to get the sidewalks fixed, they are just not being used. He questioned if the Task Force is to hone in and fix the proposed ordinance. Councilwoman Welch replied no, the Task Force is to get sidewalks put in places there are no sidewalks. Conversation occurred on sidewalk districts, waiver process, and Hard Surface Parking Committee.

Councilman Shannon commented there has been CDBG money available for sidewalk projects. He explained because of the way the City went about advertising, not all contractors had a chance to bid on the projects.

Councilwoman Welch commented the Task Force will pull all parameters together to move in the same direction.

Councilman Burns requested a specified date and questioned who will sit on the Task Force. Councilwoman Welch advised there will be three City Council Members, City Administrator, Department heads and Legal Department. Councilman Burns questioned if citizens will be on it. Councilwoman Welch stated residents could have the opportunity to talk, suggesting the City implements a plan first.

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

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES: None

Approve the renewal of City Employee insurance plans and premiums for their respective term, for qualified employees and retirees. (City Administrator)

Mr. Mike Williams, was present on behalf of The Harry A. Koch Co. He stated the plan year begins January 1, 2021 and the provider will remain Blue Cross Blue Shield (BCBS). The City has received a two-year rate guarantee, with a 1% decrease in fully insured premiums for year one (2021) and no change for year two (2022). The other coverages will change from Met Life to Reliance Standard. Dental will receive reductions of 7.47% with guarantee rate of two years. Basic Life Insurance and AD & D no life change rates guaranteed for three years. Supplemental Life Insurance no change in cost guaranteed. Long Term Disability a reduction of 5.19%, guaranteed for three years. Vision Insurance changed the rate guarantee to three years.

Councilwoman Welch requested clarification if the premiums the employees pay has increased. Mr. Williams replied they have not, the premiums remain the same.

Motion was made by Shannon, seconded by Welch, to approve the renewal of City Employee insurance plans and premiums for their respective term, for qualified employees and retirees. Roll call vote on motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Request for approval of the Southwoods Manager, LLC Redevelopment Plan for Lots 9 through 11, South Woods. Applicant: Southwoods Manager, LLC. General Location: Nebraska Drive and Childs Road West. (Planning Manager)

Mayor Hike opened the meeting for public hearing.

Mr. Larry Jobeun, Fullenkamp, Jobeun, Johnson, & Beller, LLP, 11440 W. Center Road, Omaha, NE was present on behalf of the applicant. He advised this proposed parcel is 4.52 acres and is currently undeveloped. The parcel has been subdivided, platted, zoned, and undeveloped for fifty years. The area was also designated as blighted and substandard in 2011. The redevelopment plan is consistent with the Comprehensive Plan, which designates this property as multi-family residential, and the property is zoned RG-8 and RG-8-PS. In order to subdivide the lots, the zoning classification for all three lots would need to be the same of RG-8-PS. The PS indicates the plan would need to be approved by the Council. Mr. Jobeun stated the proposed project is a 107-unit multi-family development. He advised the property is currently zoned for this type of development. Mr. Jobeun stated the expected valuation on the full build out is approximately \$15.5 million dollars, with Tax Increment Financing (TIF) eligible expenses of approximately \$1,853,782 million dollars. This would be used for acquisition cost, public improvements and site preparation cost. This project meets all community development laws. With TIF the return on the investment is 9.3%, without TIF the return is 1.5%. The current amount of tax revenue, for the undeveloped lot is \$11,341.00. The real estate taxes on the proposed 107 units being leased, is \$192,600.00. There would be more revenue in the future based on this development.

Councilman Cook commented he would like to see the site plan of the development. He mentioned he had concerns with the power line going through one of the proposed lots. Mr. Jobeun commented the site is difficult and irregular in shape. There are also topography issues, along with a retention basin to the north.

Councilman Shannon questions how many stories are proposed. Mr. Jobeun replied three stories and three buildings. The two buildings to the south, will have 36 units and the other building will have 35 units and the leasing office. Efforts were made to keep the buildings more towards Nebraska Drive versus the adjacent residential neighborhood. Mr. Jobeun noted the buffer yard on the western part of the property, where the building

MINUTE RECORD

Bellevue City Council Meeting, October 20, 2020, Page 3

is, is 30 feet. He pointed out the retention basin, power lines, surface parking, detached garages, the buildings, and access points. There is no access which goes through the residential neighborhood. Further to the north, the buffer is about 60 feet at its largest point and 39 feet as it narrows to the very far north. There is a substantial amount of landscaping and buffering with this proposed project and the residential neighborhood. Mr. Jobeun mentioned a fence was mentioned at the Planning Commission meeting, stating a fence is not as attractive as berm and landscaping the property.

Councilman Shannon questioned what size the apartments will be. Mr. Jobeun explained the tenant mix includes 64 efficiency one bedrooms, 35 two bedrooms, and 8 three bedrooms. The average rental rate is \$1,100 a month.

Councilman Shannon questioned how many parking spots are between the two buildings. Mr. Jobeun stated there are a total of 137 parking stalls and 50 detached garages, with 22 off street parking stalls on Nebraska Drive. Conversation ensued on this topic.

Councilman Stinson inquired if there will be an entrance going onto Nebraska Drive. Mr. Jobeun replied on the north side. There will be one access on Childs and one access on Nebraska Drive. Councilman Stinson stated he has concerns with the traffic on Nebraska Drive near the elementary school. Mr. Jobeun explained in a multi-family housing development area, traffic will not all be leaving at the same time. Traffic will be at various times of the day. Nebraska Drive can easily handle the traffic contemplated by the development. Councilman Stinson stated he patrolled the area for many years when he was a Police Officer and there is a lot of traffic on Nebraska Drive. He stated it is a very busy stretch of road between Childs Road and Chandler Road. He explained traffic cuts through the area if they see a train coming or to take shortcuts. Discussion followed.

Councilman Shannon questioned what discussions have taken place for stop lights in the area. Mr. Jobeun stated he is not sure if a traffic signal is warranted.

Mr. Regan Pence, Lamp Rynearson and Associates, 14710 W. Dodge Street, Omaha, was present as a consulting engineer on the project. He explained Lamp Rynearson did the traffic study for the elementary school across the street. He stated in reviewing the traffic study and the infrastructure and road widths, this infrastructure is built out for much higher use. He advised work was done with the Public Works Department to put bump outs and pedestrian crossings at the intersection of Columbus and Nebraska Drive.

Councilman Preister stated he has concerns with parking and parking under the utility line. Mr. Jobeun advised parking is allowed in a utility easement and under power lines, structures are not. Councilman Preister inquired if there could be less of a buffer on the far north end to allow for additional parking. He commented he does not like the idea of parking on Nebraska Drive. With school buses, increase in traffic, and students in the area he feels this is a hazard. Mr. Jobeun commented the width of Nebraska Drive allows for parking. Discussion took place on the buffer yard and trees. Mrs. Palm advised upon the certificate of occupancy; the developer enters into a landscape maintenance agreement with the Planning Department. The agreement states if any of the plants, trees, or bushes die, the developer would need to replant them. This agreement has no expiration date and remains with the development.

Councilman Shannon stated he has concerns with people unloading and loading their vehicles with the parking situation.

Councilman Cook commented he struggles with the parking. He mentioned as a former Police Officer he shares the same concerns as Councilman Stinson. Discussion took place on parking on Nebraska Drive and the location of bump outs.

Councilwoman Welch questioned if a time limit could be placed on parking. Mr. Jobeun stated there could be restrictions for no parking during specific hours. He mentioned with the PS request on the rezoning, the Council could eliminate the parking stalls along Nebraska Drive. This would however change the parking ratio.

Councilman Preister stated he would like the future plans of Childs Road to be addressed at some point.

Mrs. Palm pointed out a traffic study was done for the area when the school was proposed. The traffic study was updated by Lamp Rynearson before this project. The right-of-way width in the area is large enough to handle the parking. The Public Works Engineers have reviewed this with the developer and are okay with this configuration.

Mr. Jobeun pointed out on the site plan, north of Columbus Avenue, there is currently on street parking on Nebraska Drive.

Ms. Debra Duff, 1107 Denver Street, spoke in opposition of the request. She mentioned she sent in an email early to be provided to the Council members. Mayor Hike commented it has been received and will put into record. Ms. Duff stated her concerns are with the lack of barriers between houses and the apartment complex. She also has concerns with parking on Denver Street, children running through her yard, the loss of mature trees, noise generated, and drainage issues.

Mr. Scott Corriveau, 2711 Columbus Avenue, has concerns with the water basin next to his property line. He questioned what happens with the oil that comes from the parking lot and goes into the basin. Mr. Pence replied it goes into the retention basin. A special soil mixed is use and it provides a filter. Mr. Scott Corriveau inquired if three materials of Class One materials will be used per code. He mentioned he had concerns with where buses will turn, where children will need to load and exit buses, and where they will cross streets.

MINUTE RECORD

Bellevue City Council Meeting, October 20, 2020, Page 4

Mrs. Amy Corriveau, 2711 Columbus Avenue, has concerns with parking, the view of the development and seeing a parking lot from her property, and safety and traffic issues.

Councilman Shannon referred to the email Mrs. Corriveau sent in early. He questioned where she would suggest stops signs. Mrs. Corriveau indicated on the overhead site plan where stop signs or a stop light should be.

Ms. Carmen Gun, 1105 Denver Street, has concerns with the lack of barriers between the houses and apartment complex, parking, people walking through home owners' yards., and traffic concerns. Another concern is with parents of school children parking in the neighborhoods while waiting for their children. This would be a safety concern as traffic increases.

Mr. Brandon Gun, 1105 Denver Street, has concerns with the school buses and the proposed on street parking. Another concern is with the police activity in the neighborhood. As a result of the activity, there is a change in traffic throughout the neighborhood.

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

Mayor Hike requested Mr. Jobeun to address the concerns of a fencing.

Mr. Jobeun advised aesthetically the development would look better without a fence. He explained the OPPD easement is 100 feet wide and a fence cannot be placed in the easement area. He stated the developer is willing to work with the neighbors to work on the landscaping. Mayor Hike commented the concern with fencing is to eliminate foot traffic in the yards. Mr. Jobeun replied he does not see that happening, as there is nowhere to go. He explained there is a pedestrian crosswalk at Columbus Avenue, as it is not safe to have pedestrian crossing mid-block.

Mayor Hike questioned Mrs. Palm if there is an issue with the buses turning. Mrs. Palm explained from the school's layout the bus entry will be on the east side of the school building. There will be pick up and drop off for parents on the other side of the building. She mentioned one of the items looked at with the traffic study was the bussing and what routes the buses will take, along with how they conduct drop off and pick up. There is enough room on Nebraska Drive for the parking. Mrs. Palm stated the Public Works Department, from an engineering perspective, is okay with the parking. Mrs. Palm commented she likes the idea of parking along Nebraska Drive, so the developer can amp up the landscaping buffer yard and minimize the impact.

Mayor Hike addressed the issue of oil run off. Mr. Jobeun noted the idea behind a detention basin, is two items, water quality and water quantity. The detention basins are designed to take care of both of those items.

Councilwoman Welch questioned if the amount of potential accidents is considered when looking at the design of the development. Mrs. Palm yes, explaining a traffic study was done. She explained access points and locations are also reviewed. Councilwoman Welch inquired if accident reports are included in the traffic study. Mr. Pence mentioned there has not been historical research done on traffic accidents. Discussion followed.

Councilwoman Welch inquired if there is any information on vacancy numbers for apartments. Mr. Jobeun informed the Council a market deemed study was done with a national firm and there is a 7% vacancy rate. Councilwoman Welch commented that indicates a need for this type of development.

Councilman Preister inquired what the issue against having a fence is. Mr. Jobeun commented it is about aesthetics. Conversation ensued.

Councilman Preister questioned if trees in the buffer area will be removed. Mr. Pence replied they will do their best to preserve older trees. However, in the grading process some may be removed. He mentioned new trees will also be planted as part of the landscaping.

Councilman Preister questioned with the setbacks and requirements of a fence; can the fence be put on the property line with the buffer in the middle. Mrs. Palm stated that is possible. She explained a fence is not required under the zoning ordinance. She commented landscaping is required.

Councilman Cook questioned if there will be parking on both sides of Nebraska Drive. Mrs. Palm replied no, only one side.

Councilman Cook questioned where the buses will go when they exit the school. Mrs. Palm commented they will utilize Fort Crook. Councilman Cook noted where the crosswalk is on Columbus Avenue and Nebraska Drive, on the east side, there is not a sidewalk. Mrs. Palm advised the school is putting in a sidewalk. The City will be putting in a sidewalk to have connection. Discussion followed.

Councilman Cook questioned if Childs Road is wide enough to put a turning lane in, if needed due to the development. Mr. Dean Dunn, Interim Public Works Director, explained this has not been looked into. The current width would not facilitate that.

Discussion took place on Childs Road.

MINUTE RECORD

Bellevue City Council Meeting, October 20, 2020, Page 5

Councilman Stinson commented on the school buses heading down Fort Crook Road. He mentioned Superintendent Logan had advised them the buses would come out, go up to Nebraska Drive, and down across to Chandler Road, then crossing the railroad tracks at Chandler. The buses will be going up and across Nebraska Drive.

Councilwoman Welch commented it sounds like the developer is doing everything to be good neighbors. She questioned if there is a possibility the developer could put up a fence. Mrs. Palm stated that should be included as part of the site plan approval by the City Council.

Mayor Hike referred to Mr. Corriveau's question regarding the requirement for three Class I materials. Mrs. Palm explained the materials are a requirement of the building permit process per the Design Standards ordinance.

Ms. Robbins confirmed a fence cannot be put in the utility easement. Mrs. Palm replied that is a correct, you cannot put a fence in the utility easement. Conversation ensued.

Councilman Cook requested Mr. Jobeun meets with the neighbors to answer their direct questions.

Mayor Hike entered into the record letters received from Mrs. Corriveau and Ms. Duff. He read a letter of opposition from Sarpy County Board of Commissioners Chairman Kelly.

Resolution No. 2020-42: Approve and authorize Mayor to sign agreement with Southwoods Manager, LLC to implement the Redevelopment Plan. (Planning Manager)

Motion made by Shannon, seconded by Cook, to table Resolution No. 2020-42, until November 3rd.

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

ORDINANCES FOR ADOPTION (Third Reading)

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)

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 was read by title only for the third and final time.

Motion made by Cook, seconded by Welch, to approve Ordinance No. 4007. Roll call vote was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

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 an effective date of this ordinance was read by title only for the third and final time.

Motion made by Preister, seconded by Stinson, to approve Ordinance No. 4008. Roll call vote was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

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 was read by title only for the third and final time

Motion made by Stinson, seconded by Preister, to approve Ordinance No. 4009. Roll call vote was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

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 was read by title only for the third and final time.

Motion made by Preister, seconded by Welch, to approve Ordinance No. 4010. Roll call vote was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, October 20, 2020, Page 6

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)

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 was read by title only for the third and final time.

Motion made by Cook, seconded by Welch, to approve Ordinance No. 4012.

Councilman Cook requested an update on the request. Mrs. Palm stated there were two separate applications by the applicant. One was for the Rezoning to facilitate a possible Conditional Use Permit (CUP) to park UPS trucks at the location. After the Planning Commission meeting, UPS withdrew the application for the CUP. The applicant has decided to move forward with the Rezoning only.

Councilman Cook stated he has concerns by changing the zoning, with an unspecified project. He feels UPS could still bring their trucks in with the rezoning. Mrs. Palm stated they cannot. UPS would need the CUP in order to park trucks and trailers there under the BGH zoning. The applicant would still need approval.

Discussion occurred on the location of the schools on the property and safety issues.

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

ORDINANCES FOR PUBLIC HEARING: (Second Reading):

Ordinance No. 4013 - Request to rezone Lots 122 through 124, Belle Lago South, being a platting of a tract of land located in part of the Southwest ¼ of the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-50-PS, for the purpose of single-family residential development. Applicant: HC Belle Lago, LLC. General Location: Looking Glass Drive and South 45th Street. (Planning Manager)

Ordinance No. 4013: 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 45th Street and Lookingglass Drive, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only for the second reading and presented for public hearing.

Request to approve a preliminary plat for Lots 122 through 124, Belle Lago South.

Mayor Hike opened the meeting to a public hearing on Items 12a., Ordinance No. 4013 and 12a1., to give opportunity for individuals to speak in favor of or in opposition to the application.

Mr. Larry Jobeun, Fullenkamp, Jobeun, Johnson, & Beller, LLP, 11440 W. Center Road, Omaha, NE was present on behalf of the applicant. He provided the Council a history of Belle Lago South. He explained when the final plat of Belle Lago South was approved by the City Council, a request was made to extend Lookingglass Drive. Lookingglass Drive would be extended to 45th Street to obtain three access points to 48th Street through Clearwater Falls. Mr. Jobeun provided an aerial photo of the final plat of Belle Lago South which was previously approved. He stated in the subdivision agreement the City Council approved the use of eminent domain, if needed too, to acquire right-of-way. There is a purchase agreement in place with that property owner. He explained in doing so, a surplus property was acquired to create three buildable lots.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on November 3rd.

Ordinance No. 4015 - Request to rezone Lot 1, South Woods Replat 4, being a replat of Lots 9 through 11, South Woods, from RG-8 and RG-8-PS to RG-8-PS for the purpose of multi-family residential development. Applicant: APOGEE Professional Services. General Location: Childs Road and Nebraska Drive. (Planning Manager)

Ordinance No. 4015: 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 Childs Road and Nebraska Drive, more particularly described in Section 1 of the Ordinance and to provide an effective date was read by title only for the second reading and presented for public hearing.

Request to approve a small subdivision plat for Lot 1, South Woods Replat 4.

Mayor Hike opened the meeting to a public hearing on Items 12b., Ordinance No. 4015 and 12b1., to give opportunity for individuals to speak in favor of or in opposition to the application.

MINUTE RECORD

Bellevue City Council Meeting, October 20, 2020, Page 7

Mr. Larry Jobeun, Fullenkamp, Jobeun, Johnson, & Beller, LLP, 11440 W. Center Road, Omaha, NE was present on behalf of the applicant. He explained this is a 4.25-acre parcel. The parcel is undeveloped, platted, and has sat vacant for fifty years. There are currently three lots, however a request is being made for a subdivision plat into one lot. In order to replat the lots, the lots would need to be zoned the same, therefore a request is being made to rezone to RG-8-PS. Currently two lots are zoned RG-8-PS, so only one lot would need the zoning change. This development is for 107 multi-family development. Two buildings contain 36 units, one building 35 units and the leasing office. All requirements are met per regulations. The average rate for unit is \$1,100 a month. There will be a total of 209 parking stalls. Mr. Jobeun provided description on the building materials and percentages to be used. The project would start in 2021, with a 16 month build out. Mr. Jobeun advised Mr. Pence is going to address the issue of potentially having a left hand turn off of Childs Road onto the site. He commented he does not think there is enough right-of-way to do that. You can't just widen the road in one space.

Mr. Regan Pence, Lamp Rynearson and Associates, 14710 W. Dodge Street, Omaha, was present as a consulting engineer on the project. He commented going to a road widening project at a narrow width would require several blocks. This would be a major city infrastructure. He provided overhead photos indicating views from different entrances and intersections.

Mrs. Amy Corriveau, 2711 Columbus Avenue, had concerns with no fencing, security, privacy, traffic, noise, trees, and apartments being developed. She questioned if there will be a berm located by her lot. Mr. Jobeun replied yes. She mentioned suggestions to stop head lights from coming in her yard.

Ms. Debra Duff, 1107 Denver Street, stated she understands these are pet friendly apartments. She mentioned she has not seen a pet friendly area on the site plan. She commented she has concerns for safety of children in the apartments and a noise barrier.

Mr. Jobeun mentioned there is no designated pet area at this time. The developer felt the tenants could use any of the green space, but could designate a pet area.

Mr. Jobeun noted all regulations would be followed in regards to lighting and spillage from the development.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on November 3rd.

Ordinance No. 4014 - Request to rezone Lots 2 and 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2, Kennedy Town Center Replat Four, from RG-20- PS to BG-PCO and RG-20-PS for the purpose of a commercial and multi-family residential development. Applicant: Carlson Consulting Engineers, Inc. General Location: 25th Street and West Chandler Road. (Planning Manager)

Ordinance No. 4014: 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 25th Street and W. Chandler Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only for the second reading and presented for public hearing.

Request to approve a small subdivision plat for Lots 2 and 2A, Kennedy Town Center Replat 7.

Mayor Hike opened the meeting to a public hearing on Items 12c., Ordinance No. 4014 and 12c1., to give opportunity for individuals to speak in favor of or in opposition to the application.

Mr. Mike Dedman, 7068 Ledgestone Commons, Bartlett, TN, was present on behalf of the applicant. He stated currently there is an 8.6-acre lot. The request is to rezone the northern 2.54 acres be rezoned to BG-PCO to create a commercial lot.

Councilman Preister questioned if a specific business would go on the lot. Mr. Dedman stated not at this time. The southern portion would have a multi-family development, which it is currently zoned for.

Ms. Barb LeMoine, 7803 S. 23rd Street, was present as the Kennedy Town Center HOA President. She stated she has concerns with no traffic data available. She commented she has concerns with traffic, speed, and noise. She requested a traffic study in the area be done.

Mr. Dan Dube, 7803 South 24th Street, provided background of the area. He referred to the corner of 24th and Albert Street. He has concerns with the fencing along Albert Street. He requested the approval be contingent upon any future street widening to come out of the proposed area and not Kennedy Ridge Town Center property. His second request is for there to be a stipulation that the fence does not have gates or gaps along the south border.

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

Mrs. Palm explained the traffic data information in the staff report is received from MAPA. If MAPA does not have the information, the City will not either. She mentioned the fence was not originally included. The

MINUTE RECORD

Bellevue City Council Meeting, October 20, 2020, Page 8

fence was part of the Planning Commission's recommendation. The fencing would be up to the City Council to include it on the south side of the development as part of site plan approval.

Councilman Cook inquired what the layout of the apartment. Mrs. Palm explained there will be 48 units. The lot to the north would be commercial. There is request for the lot to be rezoned to BG-PCO. The PCO request would require further site plan approval. The developer would come before the City Council. The main access will be off of Albert Street. The commercial lot to the north will have a restricted right in/right out onto Chandler. There will also be an easement along the south side, onto the Albert Street side to the south.

Councilman Cook questioned if 23rd Street is going to be the same street to serve both the development and Walnut Creek. Mrs. Palm replied they will have a separate road. Walnut Creek will have access to 23rd Street, this development will not. Discussion followed on the development of a new road.

Councilman Preister had two questions. First question, is if the fencing will have a gate or barrier. Second question, if the road is planning on being widened. Mr. Dunn explained Albert Street is a standard residential street. There are no plans to widen the road.

Mr. Dedman referred to the question on the fence. He advised the fence was added after a discussion with the HOA and the Planning Commission meeting. They do not intend to have gaps or gates in the fencing.

Councilwoman Welch requested clarification on the development and rezoning request. Mrs. Palm explained there is already a developer for the multi-family request. The site plan presented is for that request. The request for change of zone is based on the replat of two lots. They do not have a developer for the commercial land. The developer would come before the City Council for site plan approval for the commercial development.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on November 3rd.

Ordinance No. 4016: An ordinance to amend Sections 18-106 to 18-112 of the Bellevue Municipal Code pertaining to reserved spaces for handicapped persons. (Legal)

Ordinance No. 4016: 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 was read by title only for the second reading and presented for public hearing.

Mayor Hike opened the meeting for public hearing.

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

Councilman Shannon proposed the following amendment to the ordinance. Under Section 18-07(d), he suggested: "Any person found guilty of a handicapped parking infraction shall be fined not more than \$100.00 for the first offense, not more than \$300.00 for the second offense within one year, and not more than \$500.00 for third or subsequent offenses within one year". This we will just putting maximums in there and not minimums. Ms. Robbins agreed with the changes, with the exception the first amount is \$150.00, not \$100.00. She stated this is inline with the handicap parking infraction statute is.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on November 3rd.

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. Kreici. General Location: Fort Crook Road South and Fairview Road. (Planning Manager) [Request for a continuance until the December 1st meeting, by Mr. Kellner, on behalf of applicant]

Mayor Hike clarified there was no one in the audience to speak on this item.

Motion made by Shannon, seconded by Preister, to table this item to December 1st per the applicant's request. Roll call on motion to approve as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 4019: An ordinance to amend Section 6-22 of the Bellevue Municipal Code pertaining to restraint - dogs. (Legal)

Ordinance No. 4019: An Ordinance to amend Section 6-22 of the Bellevue Municipal Code pertaining to restraint – dogs, to repeal such section as heretofore existing; and to provide for the effective date of this ordinance was read by title only for the first time and scheduled for public hearing at the Council meeting on November 3rd.

MINUTE RECORD

Bellevue City Council Meeting, October 20, 2020, Page 9

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Request for a Conditional Use Permit for Lot 2, One Cornhusker Place, to allow for automobile sales. Applicants: James Howe and John Beckby for Tuffy Tire and Auto Service. Location: 2204 Pratt Avenue. (Planning Manager)

Mayor Hike opened the meeting for public hearing.

Mr. James Howe, 1209 Berry Point, Beaver Lake, and Mr. John Beckby, 21651 Chestnut Road, Council Bluffs, Iowa, were present to speak.

Mr. Howe stated they would like to be able to sell vehicles on the southeast corner of the lot, if approved.

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

Councilman Preister asked if any of the neighbors have concerns. Mrs. Palm advised she received a phone call from the Operating Manager of Don and Millie's. He had a couple of questions; she was able to answer and advised he is in support of the request.

Motion was made by Preister, seconded by Shannon, to approve the request for a Conditional Use Permit for Lot 2, One Cornhusker Place, to allow for automobile sales. Applicants: James Howe and John Beckby for Tuffy Tire and Auto Service. Location: 2204 Pratt Avenue. Roll call vote on motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

RESOLUTIONS: None

CURRENT BUSINESS:

Approve contract with Dude Solution, Inc. for the implementation of the SmartGov software application of the following development services processes: Building Permitting, Inspections, Min Housing Enforcement, Contractor Licensing, and Financial Connectors, in an amount not to exceed \$68,042.90. (Chief Building Inspector)

Mr. Mike Christensen, Chief Building Official, stated this will bring the Permits and Inspections in line with the surrounding communities.

Motion was made by Stinson, seconded by Welch, to approve contract with Dude Solution, Inc. for the implementation of the SmartGov software application of the following development services processes: Building Permitting, Inspections, Min Housing Enforcement, Contractor Licensing, and Financial Connectors, in an amount not to exceed \$68,042.90. Roll call vote on motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve the purchase of a 2020 Pierce Impel Ascendant 107' aerial unit from Macqueen Emergency, in an amount not to exceed \$1,074,183.00. (Fire Chief)

Motion was made by Burns, seconded by Welch, to approve the purchase of a 2020 Pierce Impel Ascendant 107' aerial unit from Macqueen Emergency, in an amount not to exceed \$1,074,183.00. Roll call vote on motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Lease/Purchase Agreement for the leasing and subsequent purchasing of certain properties in Bellevue Sports Complex for the purpose of establishing and maintaining a six-field athletic complex. (Community Development Director)

Motion was made by Welch, seconded by Shannon that 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 Real Estate Purchases. The following individuals will be included in closed session: Mayor Rusty Hike, Jim Ristow, Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, Kathy Welch, Bree Robbins, Tahnee King, Rich Severson, Mark Elbert, and Colm Breathnach. Roll call vote to go into Closed Session was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; abstaining: none. Motion carried.

Mayor Hike stated it is 9:21 p.m. and we will now go into Closed Session, for those whose names were read.

Mayor Hike stated there was a motion made by Shannon, seconded by Preister to come out of Closed Session and reconvene back into Open Session at 9:52 p.m. Roll call vote on motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; abstaining: none. Motion carried.

Motion was made by Preister, seconded by Cook, to approve and authorize the Mayor to sign the Lease/Purchase Agreement for the leasing and subsequent purchasing of certain properties in Bellevue Sports Complex for the purpose of establishing and maintaining a six-field athletic complex.

MINUTE RECORD

Bellevue City Council Meeting, October 20, 2020, Page 10

Mr. Sean Johnston and Mr. Brandon Schuur, the new operators of the complex gave their vision of what the 6-field athletic complex will look like. They stated the name of the complex will be "Premier Sports Village."

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

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (Monthly reports are given at the first Council Meeting of every month – October report will be attached to the November 3rd meeting)

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Welch, seconded by Burns, the meeting was adjourned at 9:58 p.m.

Roll call vote on the motion was as follows: 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 October 20, 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

CLAIMS FOR NOVEMBER 3, 2020

PAGE 1

CITY ADMINISTRATOR

AMAZON.COM, LLC	CPS-SUPPLIES-WILL CREDIT	30.16
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	9.29
METROPOLITAN AREA PLANNING AGENCY	MAPA MEETING	20.00
		\$ 59.45

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICE-OCT 2020	83.55
		\$ 83.55

LEGAL

DROP BOX	CPS-LEGAL FEES	19.99
NEBRASKA.GOV	CPS-SUBSCRIPTION	46.00
		\$ 65.99

CABLE ADVISORY

AMAZON.COM, LLC	OFFICE SUPPLIES	15.98
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	7.90
		\$ 23.88

CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	6.97
GRETNA GUIDE & NEWS	LEGAL ADS	382.04
MICROFILM IMAGING SYSTEMS	LASERFICHE	534.00
		\$ 923.01

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES	233.80
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	12.08
CARHARTT, INC	CPS-UNIFORM	253.20
HANEY SHOE STORE	SAFETY SHOES-21 EMPLOYEES	3,903.70
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-15 EMPLOYEES	2,757.39
THE CURE	RESPIRATORS MASKS	341.95
UNIVERSITY OF NEBRASKA-OMAHA	CPS-MEMBERHIP FEES-FIN DIRECTOR, ACCTG MANAGER	125.00
		\$ 7,627.12

LIBRARY

AMAZON.COM, LLC	BOOKS, VIDEOS, OFFICE SUPPLIES, PROGRAM SUPPLIES	1,679.16
AMERICAN LIBRARY ASSOCIATION	SUPPLIES	71.94
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	42.42
CENGAGE LEARNING, INC	BOOKS	417.46
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	85.08
COMPUTER CABLE CONNECTION	CABLE CONNECTION	459.46
CONNIE BARNARD	REIMB FOR SUPPLIES	39.00
DESERET BOOK CO	CPS-PROGRAM SUPPLIES	128.26
FARONICS	MAINTENANCE RENEWAL	525.00
INDOFF	OFFICE SUPPLIES	175.44
INGRAM LIBRARY SERVICES	BOOKS	1,899.71
MENARDS	PROGRAM SUPPLIES	64.22
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-10-6	115.73
NEBRASKA LIBRARY COMMISSION	SUBSCRIPTION THROUGHT SEP 2021	2,487.40

MINUTE RECORD

CLAIMS FOR NOVEMBER 3, 2020

PAGE 2

LIBRARY (cont'd)

OCLC INC	ONLINE CATALOGING SUBSCRIPTION	1,357.52
ORIENTAL TRADING COMPANY	PROGRAM SUPPLIES	15.38
PRINTED GARDEN	CPS-PROGRAM SUPPLIES	114.94
WALMART COMMUNITY	PROGRAM SUPPLIES	234.10
		<hr/>
		\$ 9,912.22

ADMINISTRATIVE SERVICES/PERSONNEL

AMAZON.COM, LLC	IDENTITY SECURITY STAMPS, OFFICE SUPPLIES	79.71
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	10.22
GRETNA GUIDE & NEWS	LEGAL AD	20.34
HUMAN RESOURCE ASSOC OF THE MIDLANDS	CPS-JOB POSTING	245.00
ULTIMATE SOFTWARE GROUP	SUBSCRIPTION FEE-THRU DEC 2020	30,882.87
		<hr/>
		\$ 31,238.14

CODE ENFORCEMENT

AaLL ABOUT TREES	TRIM TREE	800.00
ALEXANDER LAWN & LANDSCAPE, INC	MOWING-JUN 2020	3,520.00
ALEXANDER LAWN & LANDSCAPE, INC	CODE ENFORCEMENT CLEANUP	5,120.75
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	7.38
OMAHA PUBLIC POWER DISTRICT	MONTHL SERVICE-2020-10-15	128.18
PAPILLION SANITATION	CODE ENFORCEMENT CLENAUP	398.15
		<hr/>
		\$ 9,974.46

PUBLIC WORKS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	12.39
HGM ASSOCIATES INC	2019-2020 BRIDGE INSPECTIONS	3,625.20
OMAHA PUBLIC POWER DISTRICT	MONTHL SERVICE-2020-10-15	214.35
ONE CALL CONCEPTS	LOCATES	21.89
SPARTAN NASH STORES, LLC	WATER FOR OFFICE	23.34
		<hr/>
		\$ 3,897.17

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING-CYCLE 8	9,521.90
A-RELIEF SERVICES	PORTABLE RESTROOMS	834.00
BELSON OUTDOORS	PARK SUPPLIES	632.59
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	32.26
CARHARTT, INC	UNIFORM	298.74
DC ELECTRIC/HEARTLAND LIGHTING	ELEC PEDESTALS FOR WASHINGTON PARK	2,400.00
DOSTALS CONSTRUCTION CO	LOOKINGGLASS PARK IMPROVEMENTS	90,291.60
J & J SMALL ENGINE SERVICE	LAWN MOWER	6,899.00
JACK C GAGE	REIMB FOR CDL	63.50
JEREMY WHITE	REIMB FOR CDL	59.50
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-10-6	88.56
MIDWEST DCM, INC	CDBG WASHINGTON PARK IMPROVEMENTS	16,853.48
PRECISE MRM LLC	POOLED DATA	225.00
STERLING WEST	POUR PLAYGROUND SURFACING-WASHINGTON PK	15,072.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	GLOVES, OIL	42.55
		<hr/>
		\$ 143,328.10

MINUTE RECORD

CLAIMS FOR NOVEMBER 3, 2020

PAGE 3

RECREATION

AMAZON.COM, LLC	OFFICE SUPPLIES	117.35
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	4.72
DICK'S CLOTHING AND SPORTING GOODS	CPS-SPORTS EQUIPMENT	1,214.68
DILLONS CUSTOMER CHARGES	CONCESSION SUPPLIES	29.95
J & J SMALL ENGINE SERVICE	TRIMMER	176.00
MAUREEN STROUD	REFUND DEPOSIT FOR WEDDING	375.00

\$ 1,917.70

BUILDING MAINTENANCE

APOLLO REFRIGERATION & HEATING SYSTEMS	AC MAINTENANCE	818.23
ATLANTIC ULTRAVIOLET CORP	ULTRAVIOLET ROOM AIR SANITIZERS	14,579.00
BIG RED LOCKSMITHS	NEW LOCKS-EOC ROOM	185.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	437.55
CARHARTT, INC	CPS-UNIFORM-WELCH	247.61
COMPUTER CABLE CONNECTION	CABLE INSTALLATION	530.66
DC ELECTRIC/HEARTLAND LIGHTING	INSTALL OUTLETS FOR TRUCK HEATERS	740.00
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM INSPECTIONS	370.00
HELM SERVICES, INC	AC NOT COOLING-TRAINING SITE	1,058.14
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	215.24
MENARD - RALSTON	BALLAST	53.94
MENARDS	SUPPLIES, PAINT, PLANTS, WRENCH, LUMBER, BALLASTS	658.49
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-10-5	354.00
NEBRASKA HOME APPLIANCE	REPAIR DISHWASHER	64.20
OMAHA PNEUMATIC EQUIPMENT CO	SCHEDULED MAINTENANCE	180.00
PLIBRICO REFRACTORY CONSTRUCTION	BOILER MAINTENANCE, CHECK VENTILATION-2ND FLOOR, 1500 WALL ST	2,896.80
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	292.00
ROTO-ROOTER SERVICES CO	CLEAR KITCHEN SINK AND TOILET-DIST 4	467.20
STOLTENBERG NURSERIES	BUSHES	249.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	69.12
TRICO MECHANICAL SERVICES	CLEANERS, SANITIZERS-BALDWIN FLD	334.61
VOSS LIGHTING	JANITORIAL SUPPLIES	271.65
WESTLAKE ACE HARDWARE	SANDPAPER, SUPPLIES, LED LIGHTS	108.48

\$ 25,180.92

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	32.26
WESTLAKE ACE HARDWARE	PAINT	115.86

\$ 148.12

STREETS

ALFRED BENESCH & COMPANY	S 25TH ST IMPROVEMENTS	2,499.73
AMAZON.COM, LLC	OFFICE SUPPLIES	121.26
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	265.42
FELSBURG HOLT & ULLEVIG, INC	36TH ST DESIGN TO SEP 30, 2020	5,642.93
LOGAN CONTRACTORS SUPPLY	SEALANT	40,500.00
MARTIN PRODUCTS SALES, LLC	BULK OIL	247.90
METRO LEASING	8714-2020-10-10-STREET SWEEPER	10,408.22
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-10-5	342.53

MINUTE RECORD

CLAIMS FOR NOVEMBER 3, 2020

PAGE 4

STREETS (cont'd)

OMAHA PUBLIC POWER DISTRICT	MONTHL SERVICE-2020-10-15	174.21
OMNI	ASPHALT	779.80
READY MIXED CONCRETE COMPANY	CONCRETE	901.05
SHERWIN WILLIAMS CO	PAINT	132.95
UPS STORE	SHIPPING CHARGE	15.64
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		\$ 62,045.06

FLEET MAINTENANCE

911 CUSTOM, LLC	TRAFFIC ADVISOR CABLE, ACCESSORIES FOR CRUISERS	1,398.65
AA WHEEL & TRUCK SUPPLY, INC	EYE DRAW BAR, TOP WIND JACK	162.44
ALLIED OIL & TIRE COMPANY	BULK OIL	3,270.94
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, ELECTRONIC CLEANER, PRIMELINE, EXHAUST	1,244.91
BAUER BUILT	TIRES	1,645.84
BAUM HYDRAULICS CORP	FLANGE SET	94.02
BAXTER CHRYSLER DODGE JEEP	PURGE VALVE, STRUT TENSIONER, ENGINE SUPPORT, BRACKETS	578.85
BAXTER FORD OF PAPHILLION	PARTS, INSTALL ACCESSORIES	480.20
BEARDMORE CHEVROLET	ACTUATOR	62.82
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	41.40
ED M FELD EQUIPMENT CO	DEF MODULES AND COVERS, FLOW TEST KITS, HANDLE, CUSHIONS	5,446.76
FACTORY MOTOR PARTS CO	VAPOR CANISTER, OIL, BLOWER MOTOR, PARTS	143.14
FARM PLAN	CHAIN LOOP	72.90
INTERSTATE BATTERIES	BATTERIES	874.27
JARED BUSCH	CPS-PARTS	720.00
JIM HAWK TRUCK TRAILERS	DRYER CARTRIDGES, PURGE VALVE	384.75
JONES AUTOMOTIVE	DOMELIGHT	231.04
KRIHA FLUID POWER CO	FITTINGS	70.58
LAURSEN ASPHALT REPAIR EQUIPMENT SALES LLC	DIGITAL CONTROLLER	546.86
LIBRA SAFETY PRODUCTS	LENS TOWELETTES	57.75
MENARDS	SPRAY RUST, SUPPLIES	76.63
MIDLANDS AUTO REPAIR	ALIGNMENT	140.00
MIDWEST AUTO PARTS CORP	SPINDLE KNUCKLE	50.00
NAPA AUTO PARTS	PARTS, PRIMARY WIRE, FILTERS, SWAY BAR KITS, FITTINGS, BRAKE CALIPERS	1,201.16
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, LOCK NUTS	193.82
NUTS & BOLTS	PLOW BOLTS	207.89
OMAHA GLASS PRO LLC	WINDOWS TINTING	250.00
P&M HARDWARE	BELTS	160.96
POWERPLAN	PROTECTION PLAN, BOLTS, WASHERS	972.57
QUALITY TIRES, INC	MOWER TIRES	373.00
RADIATOR DEPOT	RADIATOR	155.00
SERVICE EXPRESS CO	COUPLERS	32.85
TED'S MOWER SALES & SERVICE	BELT FOR MOWER	37.19
THACKER ELECTRIC	REPAIR RECIP SAW	41.50
TITAN MACHINERY	PARTS	51.45
TOYNE, INC	AUTO EJECT	247.29

MINUTE RECORD

CLAIMS FOR NOVEMBER 3, 2020

PAGE 5

FLEET MAINTENANCE (cont'd)

TRUCK CENTER COMPANIES	ELBOW	14.74
TURFWERKS	HYD OIL	525.96
UNITED LABORATORIES	TOTAL PRESSURE SPRAY	408.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WESTLAKE ACE HARDWARE	SUPPLIES	2.32
		<u>\$ 22,747.85</u>

SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	GLASS RECYCLING-SEP 2020	1,376.17
		<u>\$ 1,376.17</u>

PLANNING

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	11.20
GRETNA GUIDE & NEWS	LEGAL AD	31.93
J P COOKE COMPANY	NAME PLATES	102.80
OMAHA PUBLIC POWER DISTRICT	MONTHL SERVICE-2020-10-15	193.88
		<u>\$ 339.81</u>

PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	14.97
INTERNATIONAL ASSOCIATION OF PLUMBERS AND MECHANICAL OFCRS	CPS-MEMBERSHIP DUES-CHRISTENSEN	250.00
NATIONAL FIRE PROTECTION ASSOCIATION	CPS-MEMBERSHIP DUES-CHRISTENSEN	175.00
OMAHA PUBLIC POWER DISTRICT	MONTHL SERVICE-2020-10-15	258.51
		<u>\$ 698.48</u>

POLICE

4MD MEDICAL	MEDICAL SUPPLIES	63.59
5.11 TACTICAL	CPS-EMERGENCY SERVICES	549.98
ACTION SIGNS	INSTALL GRAPHICS ON CRUISER	37.50
AMAZON.COM, LLC	DIGITAL CAMERA, CASE, PROJECTORS, THERMOMETERS AND COVERS	2,998.16
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	126.00
AWARDS PLUS	ACADEMY UNIFORMS	408.00
BEST WESTERN PLUS DES MOINES	CPS-LODGING FOR TRAINING	327.88
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	265.28
CANINE TACTICAL, LLC	CUSTOM HIP LEAD FOR K9	90.00
CARL M GRUBB	PROVIDE PER DIEM FOR TRAINING	238.75
CEDAR VALLEY HUNT CLUB	CPS-REFUND FOR CANCELLED CLASS	(290.76)
CITY OF PAPIILLION	SPECIALIZED FORENSIC SOFTWARE	2,200.00
CONNER PSYCHOLOGICAL SERVICES PC	PRE EMPLOYMENT PSYCH EVALUATIONS	1,965.00
DON'S PIONEER UNIFORMS	SERVICE PINS, UNIFORMS	521.97
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	125.00
ECONO LODGE-TOPEKA, KS	CPS-LODGING FOR TRAINING	236.52
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-OCT 2020	564.32
ESS EYE PRO	EMERGENCY SERVICES	240.00
FBI LEEDA	CPS-TRAINING-LEADERSHIP LEADER	695.00
FBINAA - NEBRASKA CHAPTER	CPS-TRAINING-SHOOTING PREVENTION	650.00
FRED PRYOR SEMINARS	CPS-TRAINING-MANAGING THE FRONT DESK	298.00
GALLO PROFESSIONAL POLYGRAPH SERVICES, LLC	POLYGRAPH SERVICES	700.00
HERTZ EQUIPMENT RENTAL CORPORATION	CPS-RENTAL CAR	236.59

MINUTE RECORD

CLAIMS FOR NOVEMBER 3, 2020

PAGE 6

POLICE (cont'd)

HYATT PLACE-FORT WORTH, TX	CPS-LODGING FOR TRAINING	977.52
IACNA	CPS-CONFERENCE	80.00
INTERNATIONAL ASSOCIATION FOR PROPERTY AND EVIDENCE	CPS-TRAINING	765.00
J P COOKE COMPANY	NOTARY STAMP	35.95
MENARDS	SUPPLIES	60.27
MIDLANDS PRINTING	BUSINESS CARDS	572.60
MODERN SAMURAI	CPS-TRAINING-RED DOT PISTOL	1,350.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	FIREARMS RECERTIFICATION	72.00
OMAHA PUBLIC POWER DISTRICT	MONTHL SERVICE-2020-10-15	4,590.77
RIO ALL SUITE HOTEL-LAS VEGAS	CPS-LODGING DEPOSIT	31.63
SCOTT WELCH	CREATE NEW WEB SITE FOR POLICE	325.00
SLEEP INN & SUITES-TOPEKA, KS	CPS-LODGING FOR TRAINING	533.82
SOUTHWEST AIRLINES	CPS-AIR FARE	252.96
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	293.30
WASTE CONNECTIONS OF NEBRASKA	DISPOSAL CHARGE	197.77
		<hr/>
		\$ 23,385.37

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	129.59
AMAZON.COM, LLC	CPS-BACTERIAL SOAP, BOOTS, HOVERCRAFT SUPPLIES, OFFICE SUPPLIES, PRINTER	1,315.53
AMAZON.COM, LLC	SUPPLIES	48.41
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-10-5	173.53
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	766.92
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	HOSES	9,861.00
GEHA	REIMBURSEMENT-ACCT 183834	646.00
GRAYBAR ELECTRIC	CHARGING PORTS	875.28
MATHESON TRI-GAS INC	METHANE	37.25
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-10-6	2,178.90
NATIONAL FIRE PROTECTION ASSOCIATION	MEMBERSHIP DUES, TRAINING-GIFFORD	424.95
PK SAFETY SUPPLY	GAS DETECTOR	170.02
ROGUE FITNESS	FITNESS EQUIPMENT	2,574.22
SHRED-IT USA	SHREDDING SERVICE	144.00
STRYKER SALES CORPORATION	CHAIR CUSHION, STAIR CHAIR	5,660.93
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR-JUL TO SEP 2020	10,755.99
TRICO MECHANICAL SERVICES	PURIFICATION SYSTEM	12,208.00
UPS STORE	CERTIFIED LETTERS	13.90
ZIRMED, INC	MONTHLY PROF CLAIMS MGT FEE	136.71
ZOLL MEDICAL CORPORATION	HOSTED BILLING PRO	492.80
		<hr/>
		\$ 48,621.88

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-OCT 1-OCT 31, 2020	556.14
FARMERS NATIONAL COMPANY	POND MAINTENANCE-OAKHURST	250.00
GOTOMEETING	CONFERENCE CALL-GOTOMEETING	51.36
LOCKTON COMPANIES, LLC	WELLNESS PROGRAM-OCT 2020	1,815.00
PM AM CORPORATION	ALARM FEES-SEPT 2020	1,690.00
QUADIANT, INC	METER RENTALS-NOV 20 TO FEB 21-1510 & 1500 WALL ST	796.26
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
		<hr/>
		\$ 5,283.76

MINUTE RECORD

CLAIMS FOR NOVEMBER 3, 2020

PAGE 7

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CPS-AMP FOR IT, MONITOR, SUPPLIES	962.44
DELL MARKETING L.P.	LCD & NOTEBOOK REPAIR	298.51
DOTSTER	CPS-RENEW MAINENANCE	87.45
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	59.95
MILLER DISTRIBUTORS, INC	BATTERIES	274.18
MOTOROLA SOLUTIONS, INC	6 MICROPHONES	547.50
ONE CALL CONCEPTS	LOCATES	6.92
TESSCO	ANTENNA	47.51
		<u>2,284.46</u>

WASTEWATER

AMAZON.COM, LLC	GLOVES, OFFICE SUPPLIES	549.69
BADGER BODY & TRUCK EQUIPMENT CO	CONTROLLER FOR SNOW PLOW	873.36
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	20.54
CARHARTT, INC	UNIFORM	507.31
CITY OF OMAHA	SEWER FEES-AUG 2020	545,654.53
COX BUSINESS SERVICES	MONTHLY SERVICE-OCT 4 TO NOV 3, 2020	20.00
DC ELECTRIC/HEARTLAND LIGHTING	INSTALL OUTLETS FOR TRUCK HEATERS	220.00
ECHO GROUP, INC	M18 COMBO KIT	598.00
ELLIOTT EQUIPMENT CO	FLOOD LIGHT, PINS, SEALS	287.99
HANEY SHOE STORE	SAFETY SHOES-4 EMPLOYEES	705.98
MENARDS	SUPPLIES, HAMMER	49.69
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-10-6	128.14
		<u>\$ 549,615.23</u>

COMMUNITY BETTERMENT

NEBRASKA DEPARTMENT OF REVENUE	LOTTERY TAXES-JULY TO SEPT 2020	60,560.00
		<u>\$ 60,560.00</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT SERVICES-SEP/OCT 2020	4,125.93
		<u>\$ 4,125.93</u>

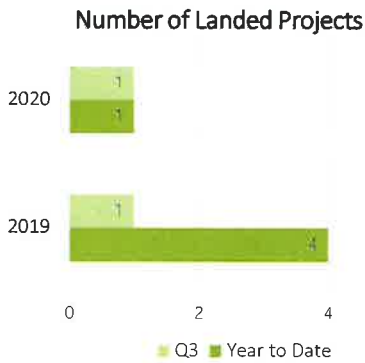
TOTAL CLAIMS FOR NOV 3, 2020 \$ 1,015,463.83

TOTAL PAYROLL FOR OCT 16, 2020 \$ 1,133,491.21

GOAL

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

Landed Projects



Capital Investment - Q3
\$12,000,000
 YTD: \$12,000,000

Total Jobs - Q3
0
 0 New Jobs | 0 Retained Jobs
 YTD: 0 New Jobs | 0 Retained Jobs



Project Pipeline

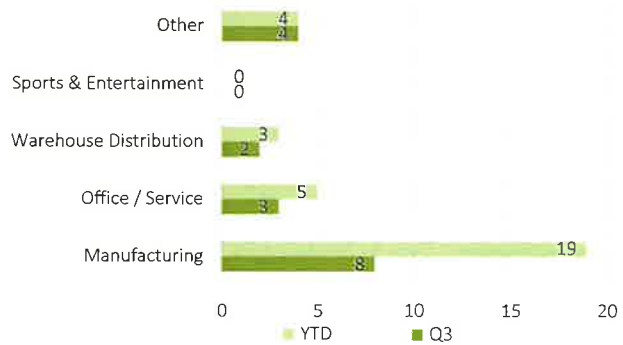
18 Opportunities - Q3

17 New to Market | 1 Existing Business
 YTD: 31 New to Market | 3 Existing Business



■ New to Market / Start Up
 ■ Retention / Expansion

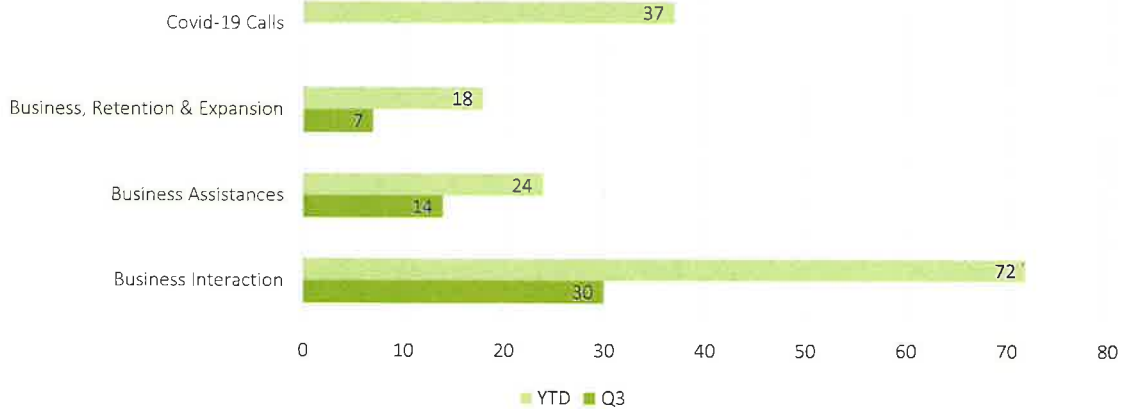
New to Market Project Type



1 Prospect Visit - Q3

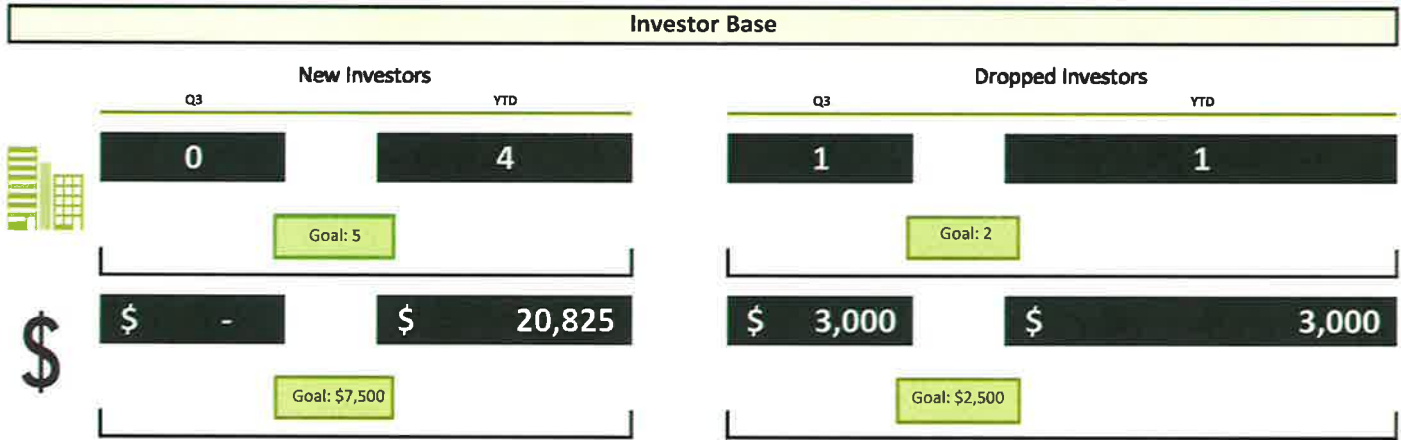
YTD: 4

Business Interactions



GOAL

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



Event Engagement

Investor Engagement

- (313) Annual Meeting
- Virtual 1st Qtr. Committee Meetings
- Virtual 1st Qtr. Investor Meeting
- Virtual 2nd Qtr. Committee Meetings
- Virtual 2nd Qtr. Investor Meeting
- Virtual 3rd Qtr. Committee Meetings



Board Member Engagement

- (30) Board Meeting (March)
- (30) Board Meeting (June)
- (42) Board Meeting (September)

Organizational Resources

Revenue

\$287,201

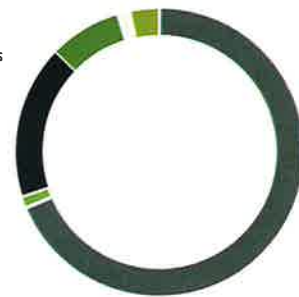
- Private Investments
- Public Investments
- Events
- Other Income



Expenses

\$269,478

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



Total Revenue Budget: \$355,275

Total Expense Budget: \$509,629

Strategic Meetings

	Q3	YTD
Speaking Engagements	0	2
Community Interactions	3	18
Site Investigation & Project Meetings	11	30
Investor Relation Meetings	2	17



3rd Qtr. Report
July 2020 - Sept. 2020

BUILDING PERMIT VALUATIONS					
Community	July 2020	Aug. 2020	Sept. 2020	3rd Qtr. 2020	3rd Qtr. 2019
Sarpy County	\$ 5,803,446	\$ 6,663,095	\$ 12,040,953	\$ 24,507,494	\$ 30,900,565
Bellevue	\$ 6,660,744	\$ 13,843,216	\$ 10,557,710	\$ 31,061,670	\$ 56,768,338
Papillion	\$ 27,767,573	\$ 31,992,124	\$ 20,222,888	\$ 79,982,585	\$ 704,057,757
La Vista	\$ 124,041	\$ 9,397,804	\$ 7,829,693	\$ 17,351,538	\$ 10,539,780
Gretna	\$ 6,878,848	\$ 5,381,113	\$ 3,407,886	\$ 15,667,847	\$ 11,367,583
Springfield	\$ 421,014	\$ 1,354,167	\$ 992,739	\$ 2,767,920	\$ 2,207,427
TOTAL	\$ 47,655,666	\$ 68,631,519	\$ 55,051,869	\$ 171,339,054	\$ 815,841,450

NEW BUSINESS / INDUSTRIAL / OFFICE PARK SUBDIVISIONS PLATTED			
Subdivision Name		Location	Lots
Springfield Elementary	Main Street	Springfield	1
Willa	NE Corner of Hwy 50 & Hwy 370	Papillion	2
Watson Replat III	36th & Cornhusker Road	Bellevue	1
		TOTAL	4

SINGLE FAMILY HOUSING SUBDIVISIONS PLATTED			
Subdivision Name		Location	Lots
Belterra Phase 2	SW Corner of South 114th & Schram Road	Papillion	116
Hidden Hills 2nd Addition	Combs Road and Canyon Road	Bellevue	3
Hillcrest Replat V	1908 E Gregg Road	Bellevue	8
		TOTAL	127

SINGLE FAMILY HOUSING PERMITS ISSUED					
Community	July 2020	Aug. 2020	Sept. 2020	3rd Qtr. 2020	3rd Qtr. 2019
Sarpy County	17	30	28	75	99
Bellevue	24	35	14	73	55
Papillion	48	35	47	130	82
La Vista	0	0	0	0	1
Gretna	13	13	11	37	31
Springfield	1	5	3	9	6
TOTAL	103	118	103	324	274

MULTI-FAMILY HOUSING PERMITS ISSUED (# OF UNITS)					
Community	July 2020	Aug. 2020	Sept. 2020	3rd Qtr. 2020	3rd Qtr. 2019
Sarpy County	0	0	0	0	0
Bellevue	0	0	0	0	0
Papillion	0	42	0	42	260
La Vista	0	0	60	60	36
Gretna	0	0	0	0	0
Springfield	0	0	0	0	0
TOTAL	0	42	60	102	296

SARPY COUNTY LABOR FORCE STATISTICS				
Month	Labor Force	Employment	Unemployment	Rate
July 2020	99,840	95,069	4,771	4.8%
Aug. 2020	97,990	94,426	3,564	3.6%
Sept. 2020	95,323	92,409	2,914	3.1%
July 2019	99,343	96,307	3,036	3.1%
Aug. 2019	98,458	95,577	2,881	2.9%
Sept. 2019	97,157	94,456	2,701	2.8%

BUILDING PERMIT VALUATIONS						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2020	\$ 12,895,403	\$ 18,971,973	\$ 24,507,494		\$ 56,374,870
	2019	\$ 23,678,366	\$ 38,748,808	\$ 30,900,565		\$ 93,327,739
Bellevue	2020	\$ 41,944,130	\$ 30,551,153	\$ 31,061,670		\$ 103,556,953
	2019	\$ 18,351,453	\$ 44,755,840	\$ 56,768,338		\$ 119,875,631
Papillion	2020	\$ 113,217,898	\$ 45,624,533	\$ 79,982,585		\$ 238,825,016
	2019	\$ 41,526,867	\$ 76,074,927	\$ 704,057,757		\$ 821,659,551
La Vista	2020	\$ 14,106,362	\$ 7,224,734	\$ 17,351,538		\$ 38,682,634
	2019	\$ 4,547,303	\$ 15,696,049	\$ 10,539,780		\$ 30,783,132
Gretna	2020	\$ 18,101,527	\$ 23,365,500	\$ 15,667,847		\$ 57,134,874
	2019	\$ 16,910,464	\$ 11,936,296	\$ 11,367,583		\$ 40,214,343
Springfield	2020	\$ 1,332,075	\$ 3,299,988	\$ 2,767,920		\$ 7,399,983
	2019	\$ 1,522,428	\$ 879,656	\$ 2,207,427		\$ 4,609,511
TOTALS	2020	\$ 201,597,395	\$ 129,037,881	\$ 171,339,054	\$ -	\$ 501,974,330
	2019	\$ 106,536,881	\$ 188,091,576	\$ 815,841,450	\$ -	\$ 1,110,469,907

SINGLE FAMILY HOUSING PERMITS ISSUED						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2020	66	76	75		217
	2019	77	115	99		291
Bellevue	2020	52	49	73		174
	2019	26	46	55		127
Papillion	2020	75	80	130		285
	2019	44	54	82		180
La Vista	2020	5	0	0		5
	2019	0	0	1		1
Gretna	2020	35	38	37		110
	2019	21	15	31		67
Springfield	2020	4	7	9		20
	2019	5	3	6		14
TOTALS	2020	237	250	324		811
	2019	173	233	274		680

MULTI-FAMILY HOUSING PERMITS ISSUED (# OF UNITS)						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2020	0	0	0		0
	2019	0	0	0		0
Bellevue	2020	2	2	0		4
	2019	0	204	0		204
Papillion	2020	44	8	42		94
	2019	0	36	260		296
La Vista	2020	72	0	60		132
	2019	0	60	26		86
Gretna	2020	36	0	0		36
	2019	0	0	0		0
Springfield	2020	0	0	0		0
	2019	0	0	0		0
TOTALS	2020	154	10	102		266
	2019	0	300	286		586

SINGLE FAMILY HOUSING SUBDIVISIONS PLATTED (# OF LOTS)						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2020	43	0	0		43
	2019	0	0	59		59
Bellevue	2020	0	0	11		11
	2019	0	121	0		121
Papillion	2020	337	96	116		549
	2019	30	287	112		429
La Vista	2020	0	0	0		0
	2019	0	0	0		0
Gretna	2020	0	143	0		143
	2019	0	0	0		0
Springfield	2020	0	0	0		0
	2019	0	0	0		0
TOTALS	2020	380	239	127		746
	2019	30	408	171		609

MAJOR VALUATION PROJECTS - 3rd Qtr. 2020

(Over \$75,000)

Project	Address/Location	Community	Valuation	Square Footage
Commercial Central Utility Plant (gCUB) Extension	14865 Gold Coast Road	Papillion	\$10,000,000	0
Echo Hills Assisted Living	14509 Echo Hills Drive	La Vista	\$8,250,000	80,400
Love's Travel Shop & Tire Shop	14375 Cornhusker Road	Papillion	\$7,000,000	0
Carriage Hill Elementary (addition)	400 Cedardale Road	Papillion	\$6,050,000	0
Murphy's Tractor	9751 South 148th Street	Sarpy	\$4,300,800	35,331
Gretna Fire Station	21825 Capehart Road	Gretna	\$3,549,163	30,992
Baxter Subaru (remodel)	7010 South 124th Street	La Vista	\$2,300,000	3,903
Kelley Engineering Equipment	22010 Fowler Drive	Gretna	\$1,822,658	16,589
Commercial Warehouse	11608 Valley Ridge Drive	Papillion	\$1,500,000	48,125
Single Store office	10352 South 71st Terrace	Papillion	\$1,173,787	0
Commercial Warehouse remodel	11650 South 154th Street	Papillion	\$1,133,275	0
Pella Windows	9845 South 142nd Street	Papillion	\$1,123,000	43,004
Shell Building	10960 Harry Watanabe Parkway	La Vista	\$897,000	16,200
St. Mary's Catholic Church	2302 Crawford Street	Bellevue	\$800,000	0
Omaha Public Schools Phase II	1001 Fort Crook Road	Bellevue	\$500,000	11,282
Gretna Community Museum	410 West Angus Street	Gretna	\$416,641	4,064
Southern Glazer's Wine & Spirits	13855 Cornhusker Road	Papillion	\$343,446	0
St. Columbkille Social Hall (remodel)	200 East 6th Street	Papillion	\$300,000	0
Starbucks	8351 Bartmettler Drive	La Vista	\$275,000	2,048
Ramen	7902 Towne Center Parkway	Papillion	\$252,000	0
Honest Chiropractic	16918 Morgan Ave., Suite 6	Sarpy	\$236,114	1,449
Bellevue University	1000 Galvin Road	Bellevue	\$220,000	72,483
Haven 150	123662 South 150th Street	Papillion	\$200,000	0
All-Brite Glass & Screen addition	601 West Mission Ave.	Bellevue	\$162,550	896
MultiCare Medical	701 Pinnacle Drive, Suite 101	Papillion	\$125,000	0
Vala's Pumpkin Patch bridge	12102 South 108 Street	Sarpy	\$100,000	0
Advanced Auto Parts	1220 North Washington Street	Papillion	\$82,264	0

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a. and 11a1.
11/03/2020

COUNCIL MEETING DATE: 10/20/2020		SUBMITTED BY: Tammi Palm	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of a request to rezone Lots 122 through 124, Belle Lago South, from AG to RG-50-PS; to preliminary plat Lots 122 through 124, Belle Lago South. Applicant: HRC Belle Lago, LLC. Location: South 45th Street and Lookingglass Drive.

SYNOPSIS/BACKGROUND:

Dave Vogtman, on behalf of HRC Belle Lago, LLC, is requesting approval of a change of zone and to preliminary plat Lots 122 through 124, Belle Lago South, for the purpose of single-family residential development. The proposed lots are an extension of the approved Belle Lago south subdivision and were required as a condition of the original plat approval to provide additional access by connecting Lookingglass Drive and South 45th Street.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

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

SIGNATURES:

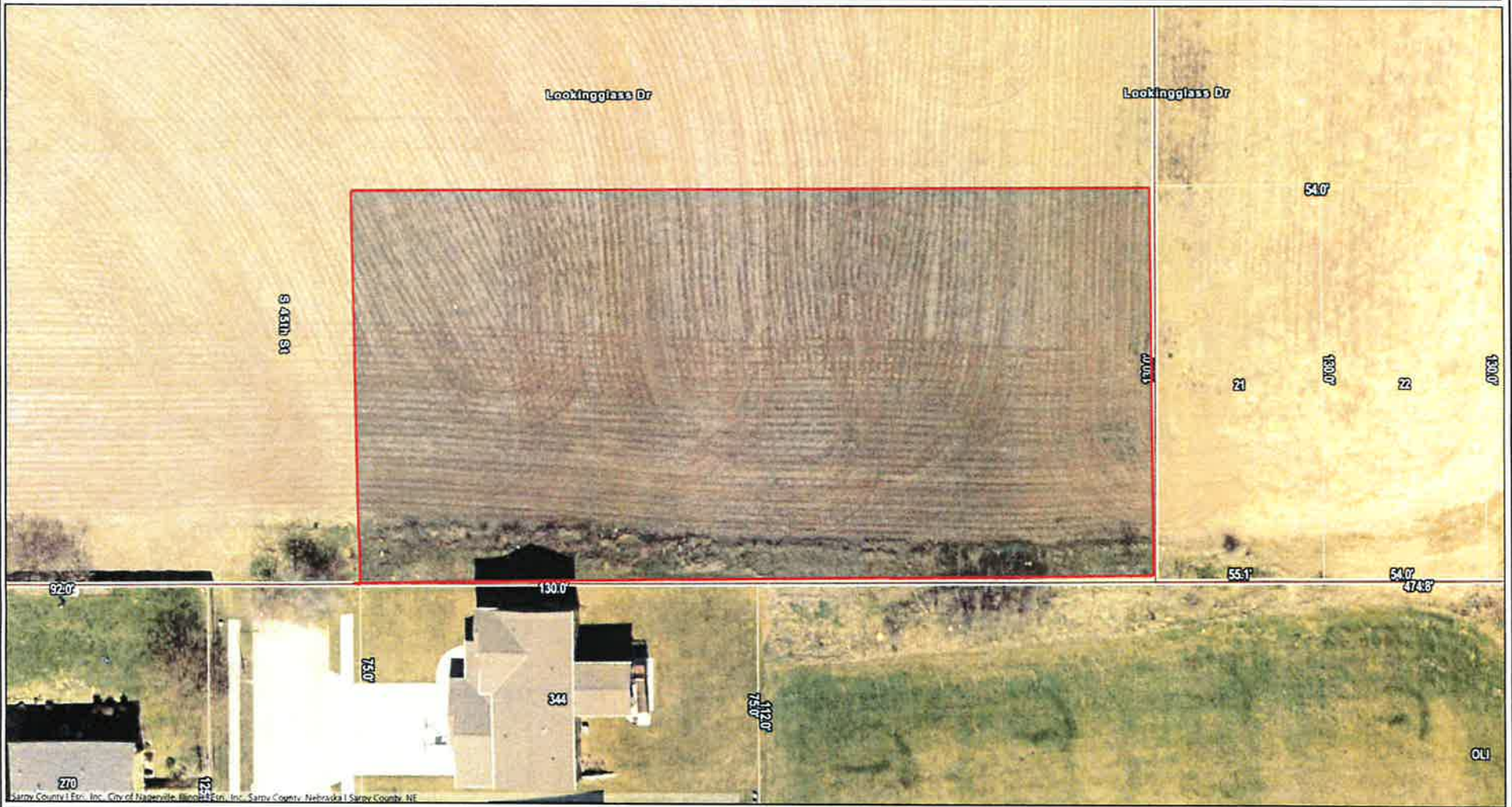
LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Robins

[Signature]



Map Scale 1: 478

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

ORDINANCE NO. 4013

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 45th STREET AND LOOKINGGLASS DRIVE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW1/4 OF THE NW1/4 OF SECTION 08, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 21, BELLE LAGO SOUTH, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 08; SAID POINT ALSO BEING ON THE NORTHERLY LINE OF OUTLOT "I", CLEARWATER FALLS, A SUBDIVISION LOCATED IN THE SW1/4 OF SAID SECTION 08; THENCE S87°02'38"W (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF SAID SW1/4 OF THE NW1/4 OF SECTION 08, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID CLEARWATER FALLS, A DISTANCE OF 310.05 FEET TO THE NORTHEAST CORNER OF LOT 270, SAID CLEARWATER FALLS, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID 45TH STREET; THENCE N02°57'22"W, A DISTANCE OF 117.50 FEET; THENCE N47°57'22"W, A DISTANCE OF 17.68 FEET; THENCE N02°57'22"W, A DISTANCE OF 60.00 FEET; THENCE N87°02'38"E ALONG A LINE 190.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTHERLY LINE OF THE SW1/4 OF THE NW1/4 OF SECTION 08, A DISTANCE OF 323.92 FEET TO THE SOUTHWEST CORNER OF LOT 20, SAID BELLE LAGO SOUTH, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID SW1/4 OF THE NW1/4 OF SECTION 08; THENCE S02°32'30"E ALONG SAID EASTERLY LINE OF THE SW1/4 OF THE NW1/4 OF SECTION 08, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID BELLE LAGO SOUTH, A DISTANCE OF 190.01 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 59,868 SQUARE FEET OR 1.374 ACRES, MORE OR LESS.

From AG (Agricultural District) to RG-50-PS (General Residence, 5,000 Square Foot Zone-Planned Subdivision District).

(HRC Belle Lago)

Section 2. This ordinance shall not take effect until such time as the final plat of Lots 122 through 124, Belle Lago South, is filed with the Sarpy County Register of Deeds in accordance with Section 4-10 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

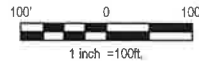
Mayor

First Reading: 10/06/2020
Second Reading: 10/20/2020
Third Reading: 11/03/2020

BELLE LAGO SOUTH

LOTS 122 THRU 124 INCLUSIVE

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

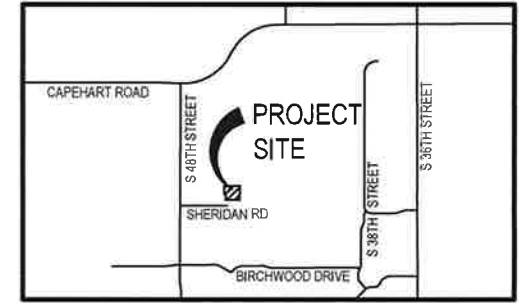


LEGEND

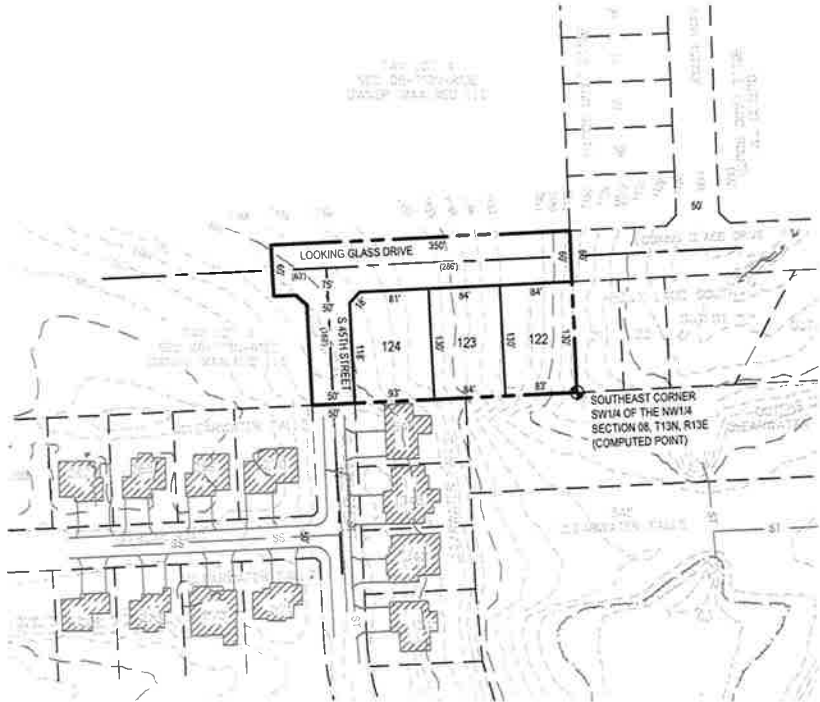
- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- EXIST. MAJOR CONTOURS
- EXIST. MINOR CONTOURS
- SANITARY SEWER LINE
- STORM SEWER LINE
- BUILDING

RG-50-PS ZONING SETBACK TABLE	
FRONT YARD	25'
SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	20'

LOT AREAS	
LOT NO.	SQ. FOOTAGE
122	10,908
123	10,869
124	12,012



VICINITY MAP



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID TRACT OF LAND CONTAINS 59,868 SQUARE FEET OR 1,374 ACRES, MORE OR LESS.

DEVELOPER

HRC BELLE LAGO, LLC
6900 WESTOWN PARKWAY
WEST DES MONIES, IA 50266

OWNER

MAALREO LLC
PO BOX 461178
PAPILLION, NE 68046

ZONING:

EXISTING	AG	
PROPOSED:	RG-50-PS, LOTS 122 THRU 124	0.776 AC
	PROPOSED RIGHT-OF-WAY	0.598 AC
	TOTAL	1.374 AC

NOTES:

- TEMPORARY TURNAROUNDS WILL BE CONSTRUCTED AT ALL DEADEND STREETS.
- CHAMFERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12.5) RADI FROM THE INTERSECTION OF RIGHT-OF-WAY LINES.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.

Proj No:	P2018.090.001	Revisions	
Date:	07/24/2020	Date	Description
Designed By:	JRS		
Drawn By:	EH		
Scale:	1" = 100'		
Sheet:	1 of 1		

EXHIBIT "A"
PRELIMINARY PLAT

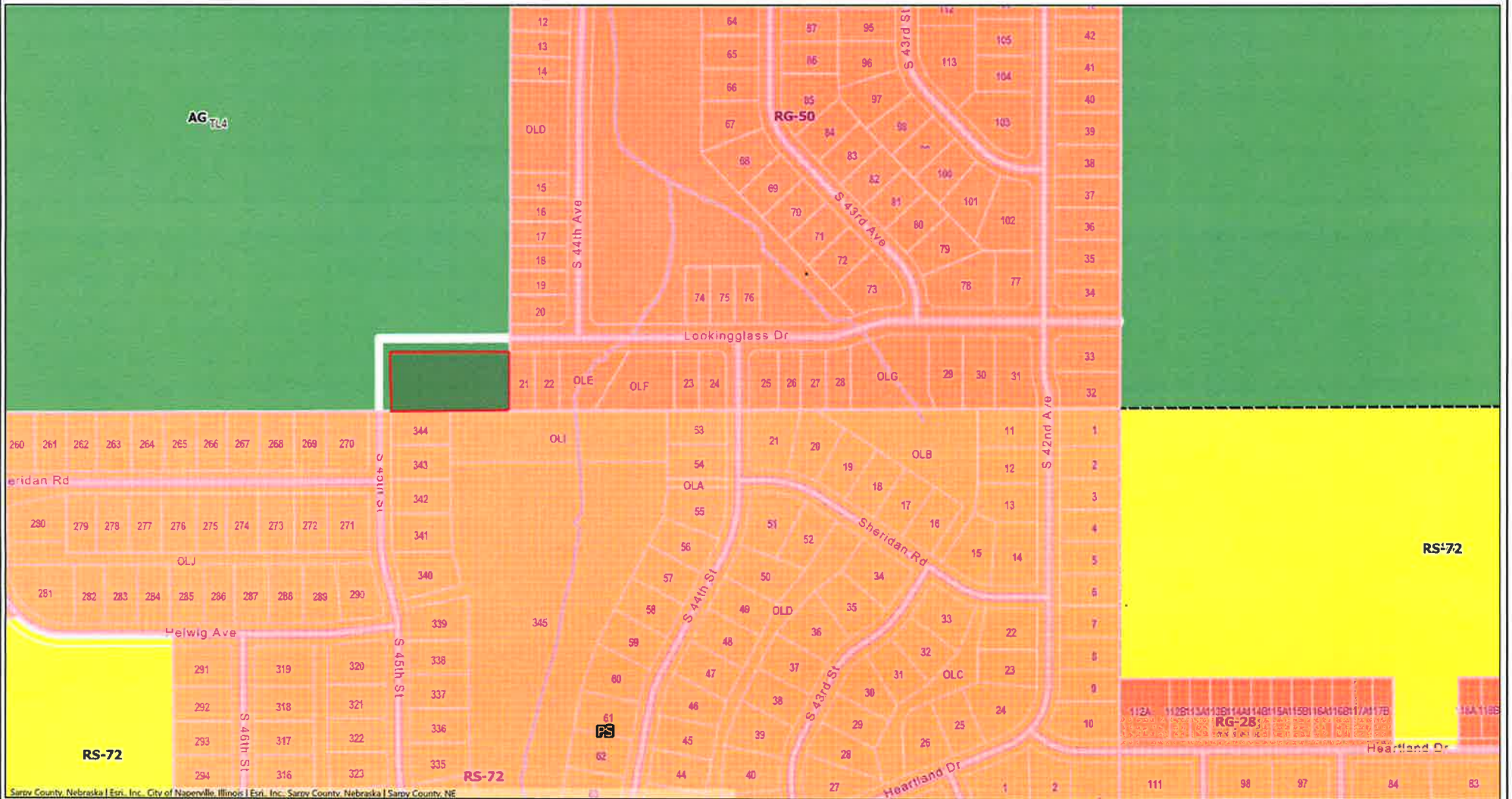
BELLE LAGO SOUTH
LOTS 122 THRU 124 INCLUSIVE
BELLEVUE, NEBRASKA



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.695.4700 • Fax: 402.695.3599
www.eacg.com



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



Map Scale 1: 3185

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



Notes

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: HRC Belle Lago, LLC
Case #'s: Z-2007-08 and S-2007-16
CITY COUNCIL HEARING DATE: October 20, 2020

REQUEST: to rezone Lots 122 through 124, Belle Lago South, a tract of land located in part of the Southwest ¼ of the Northwest ¼ of Section 8, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska, from AG to RG-50-PS for the purpose of single family residential development; and preliminary plat Lots 122 through 124, inclusive, Belle Lago South.

On September 24, 2020, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: September 24, 2020

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2007-08
S-2007-16

FOR HEARING OF:
REPORT #1: September 24, 2020
REPORT #2: October 20, 2020

I. GENERAL INFORMATION

A. APPLICANT:

HRC Belle Lago, LLC
Attn: Dave Vogtman
6900 Westown Parkway
West Des Moines, IA 50266

B. PROPERTY OWNER:

Maalreo, LLC
P.O. Box 461178
Papillion, NE 68046

C. GENERAL LOCATION:

South 45th Street and Lookingglass Drive

D. LEGAL DESCRIPTION:

Lots 122 through 124, Belle Lago South, being a platting of a tract of land located in part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 122 through 124, Belle Lago South, from AG to RG-50-PS for the purpose of single-family residential development.
2. Preliminary plat Lots 122 through 124, Belle Lago South.

F. EXISTING ZONING AND LAND USE:

AG, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change in zone and preliminary plat approval to enable single family residential development.

H. SIZE OF SITE:

The site is approximately 1.374 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and most recently used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Vacant, AG
2. **East:** Vacant (Belle Lago Subdivision), RG-50-PS
3. **South:** Single Family Residential, RS-72-PS
4. **West:** Vacant, AG

C. REVELANT CASE HISTORY:

On September 24, 2020, the Planning Commission recommended approval of a request to rezone Lots 122 through 124, Belle Lago South, from AG to RG-50-PS, for the purpose of single-family residential development, and preliminary plat Lots 122 through 124, Belle Lago South.

D. APPLICABLE REGULATIONS:

1. Section 5.12, Zoning Ordinance, regarding RG-50 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding PS uses and requirements.
3. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
4. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
5. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data information available for this area.
2. These lots will have access from newly created extensions of Lookingglass Drive and South 45th Street.

D. UTILITIES:

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

E. ANALYSIS:

1. Dave Vogtman, on behalf of HRC Belle Lago, LLC, has submitted a request to preliminary plat Lots 122 through 124, Belle Lago South, for the purpose of single family residential development.
2. The applicant is also requesting a change in zone from AG to RG-50-PS (General Residence, 5,000 Square Foot Zone, Planned Subdivision) for Lots 122 through 124, Belle Lago South.

The setbacks in the RG-50-PS zone would be as follows:

Front Yard	25 feet
Rear Yard	20 feet
Side Yard	5 feet
Street Side Yard	15 feet

The standard front yard setback in the RG-50 zoning district is 35 feet, with a rear yard of 25 feet. The requested setbacks are the same setbacks which were approved for the existing platted Belle Lago subdivision. The applicant's justification letter is attached.

The proposed lots are an extension of the approved Belle Lago South subdivision and were required as a condition of the original plat approval in order to provide additional access by connecting Lookingglass Drive and South 45th Street.

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

Krista Hoffart, Offutt Community Planner stated the project area does not fall within Offutt Air Force Base Accident Potential Zones or Noise Contours.

Matt Knight, Public Works Engineer, made comments pertaining to technical revisions to the preliminary plat. The applicant's engineer has satisfied the requested revisions.

No other comments were received on this case.

4. The Public Works Managing Engineer has reviewed the grading and drainage plans for this proposed development and found them to be acceptable.

5. This development is compatible with the Comprehensive Plan.

6. A draft amendment to the Belle Lago South Subdivision Agreement has been submitted by the applicant and reviewed by the City Attorney.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. **PLANNING COMMISSION RECOMMENDATION**

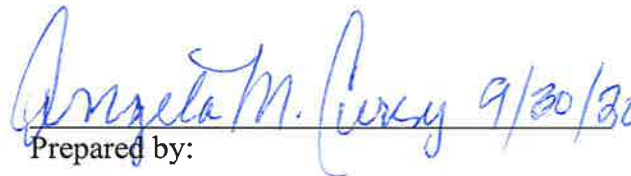
APPROVAL based upon conformance with the zoning ordinance, comprehensive plan, subdivision regulations, and lack of perceived negative impact to the surrounding area.

VI. **ATTACHMENTS TO REPORT**

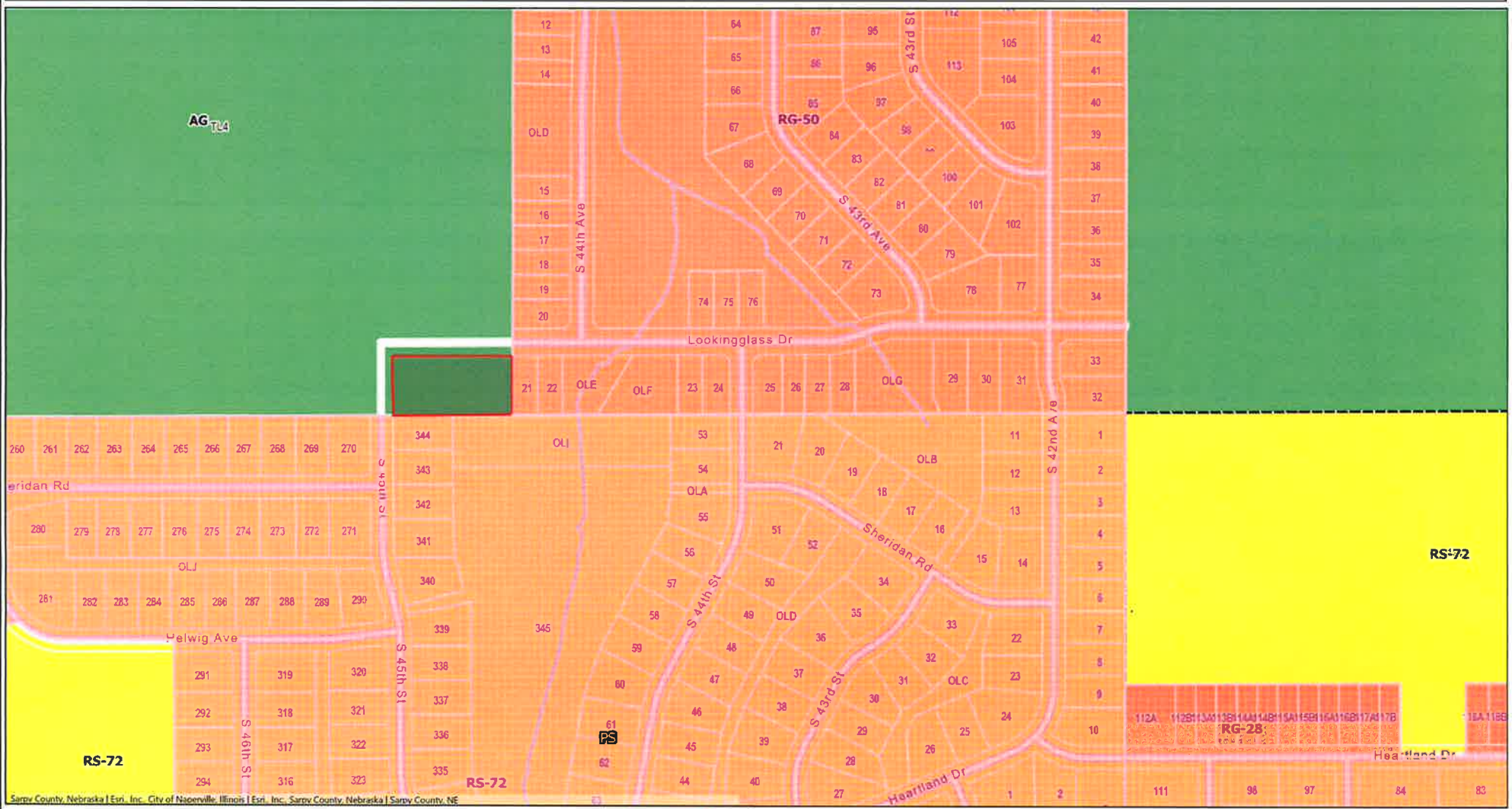
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Preliminary plat received August 21, 2020
4. Zoning justification letter received July 23, 2020

VII. **COPIES OF REPORT TO:**

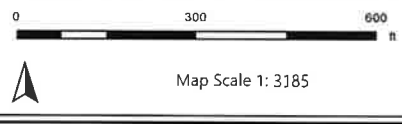
1. HRC Belle Lago, LLC (Dave Vogtman)
2. E & A Consulting Group, Inc. (Mark Westergard)
3. Fullenkamp, Doyle, and Jobeun (Larry Jobeun)
4. Public Upon Request


Prepared by: _____ 9/30/20

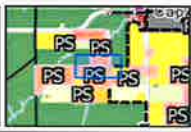

Planning Manager _____ Date of Report 09/30/2020



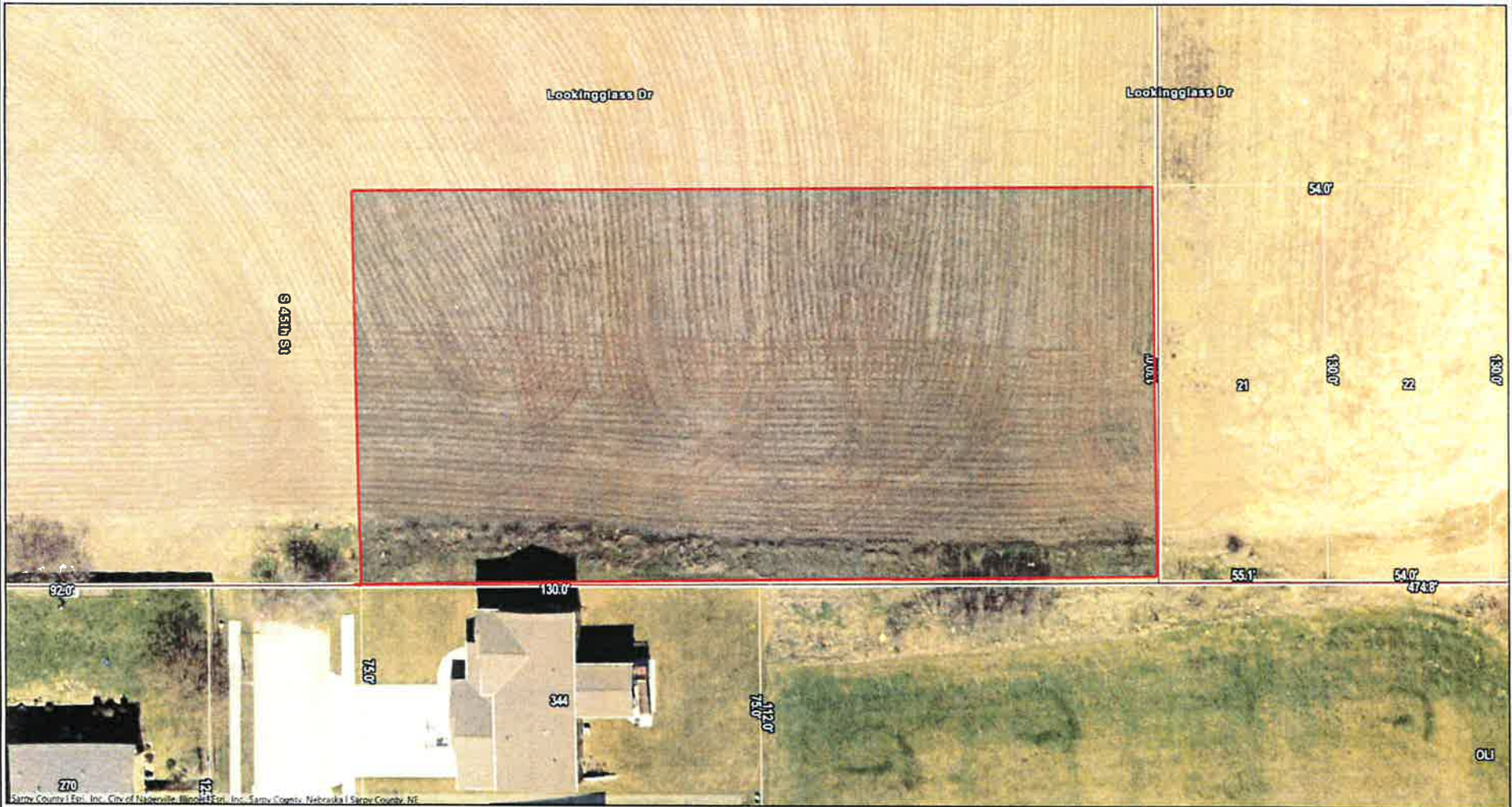
Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska | Sarpy County, NE



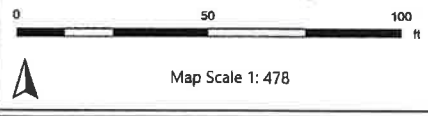
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



Sarpy County GIS, Inc. City of Nelleville, Blended GIS, Inc. Sarpy County, Nebraska | Sarpy County, NE



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.

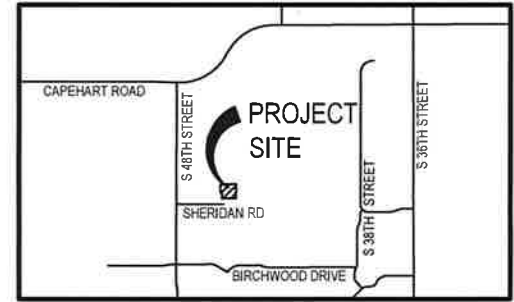


Notes

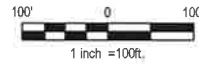
BELLE LAGO SOUTH

LOTS 122 THRU 124 INCLUSIVE

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



VICINITY MAP

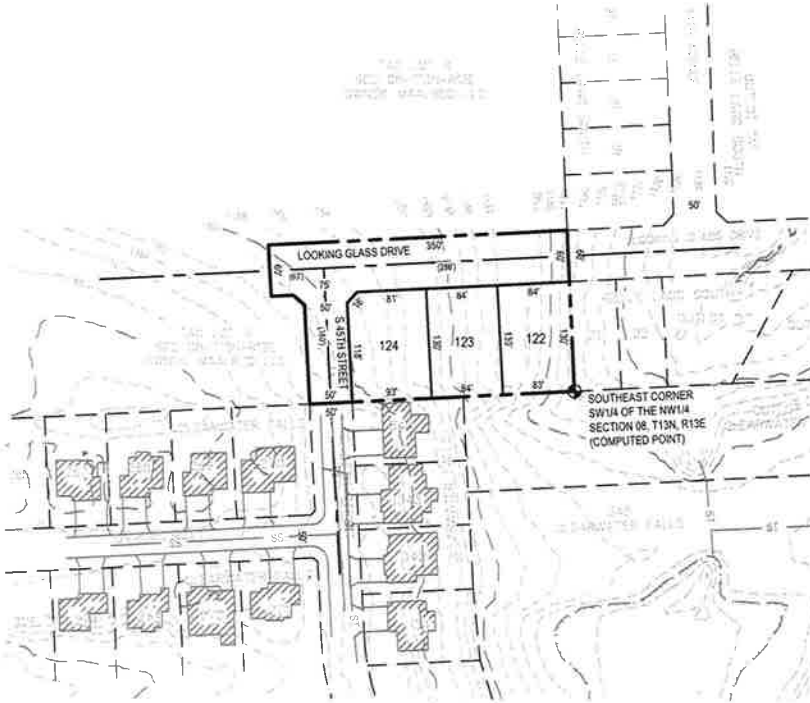


LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- - - - EXIST. MAJOR CONTOURS
- - - - EXIST. MINOR CONTOURS
- SS-SS- SANITARY SEWER LINE
- ST-ST- STORM SEWER LINE
- ▭ BUILDING

RG-50-PS ZONING SETBACK TABLE	
FRONT YARD	25'
SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	20'

LOT AREAS	
LOT NO.	SQ. FOOTAGE
122	10,908
123	10,809
124	12,012



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID TRACT OF LAND CONTAINS 58,868 SQUARE FEET OR 1.374 ACRES, MORE OR LESS.

DEVELOPER	OWNER
HRC BELLE LAGO, LLC	MAALREO LLC
6900 WESTOWN PARKWAY	PO BOX 461178
WEST DES MONIES, IA 50266	PAPILLION, NE 68046

ZONING:

EXISTING	AG		
PROPOSED:	RG-50-PS, LOTS 122 THRU 124	0.775 AC	
	PROPOSED RIGHT-OF-WAY	0.588 AC	
	TOTAL	1.374 AC	

NOTES:

- TEMPORARY TURNAROUNDS WILL BE CONSTRUCTED AT ALL DEADEND STREETS.
- CHAMFERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12.5') RADII FROM THE INTERSECTION OF RIGHT-OF-WAY LINES.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.

Proj No:	P2018.090.001	Revisions	
Date:	07/24/2020	Date	Description
Designed By:	JRS		
Drawn By:	BHN		
Scale:	1" = 100'		
Sheet:	1 of 1		

EXHIBIT "A"
PRELIMINARY PLAT

BELLE LAGO SOUTH
LOTS 122 THRU 124 INCLUSIVE
BELLEVUE, NEBRASKA



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
www.eag.com



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950

P 402.895.4700 • F 402.895.3599

www.eacg.com

July 23, 2020

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

RE: Belle Lago South Lots 122 thru 124 – Planned Subdivision District Zoning Justification Letter

Dear Tammi,

The proposed Belle Lago South (122-124) is an extension of the approved Belle Lago South subdivision and was required by the City of Bellevue as a condition of the original plat approval in order to provide additional access by connecting Looking Glass Drive and S 45th Street. The development extension's zoning is proposed to be RG-50-PS, the same zoning as the original Belle Lago South. Therefore, the justification for the rezoning request is nearly identical the justification provided and approved for the original Belle Lago South rezoning.

The proposed changes to the RG-50 zoning shall be a reduced front setback from 35 feet to 25 feet and a reduced rear setback from 25 feet to 20 feet. This development meets multiple categories within Section 5.17.03 (1-4) of the City of Bellevue Zoning Ordinance, our justification is as follows:

5.17.03 (1) – This parcel of ground has a future land use designation of Medium Density Residential. RG-50 zoning and thus fits the proposed character of this portion of the City of Bellevue's ETJ and thusly shouldn't adversely affect neighboring properties. The minimum lot size for RG-50 is 5000 sq. ft. The smallest single family lot proposed in the Belle Lago South (122-124) development is 10,869 sq. ft, over twice as large as the minimum requirement.

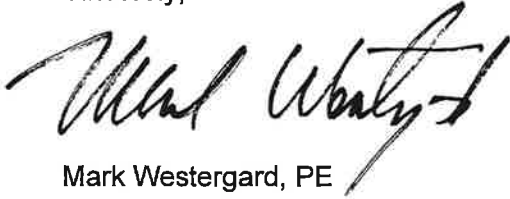
The density of the proposed single family lots is 2.2 lots per acre. This density is well within the range of medium density developments, again meeting the future land use plan for the City of Bellevue.

5.17.03 (2) – The designation of the planned subdivision allows this development more flexibility in fitting homes to lots. The floorplans of the house styles that will be developed in this neighborhood fit better on the lots by reducing the front and rear yard setbacks.

The current rate that the cost of construction is going up is outpacing any increase in the valuation of homes. Valuations needed to make these SIDs work struggle to increase fast enough to keep up with these increased cost. Because of this, finding ways to best utilize the land available on a given development is important. Solving the debt ratio difficulties for SIDs cannot simply be a situation where we try build higher priced, larger homes. This will quickly stymie growth by only making new home construction available to a smaller pool of wealthier individuals. New developments are needed with diverse home costs to provide opportunities for the widest range of citizen's to achieve their dreams of home ownership.

5.17.030 (4) – We do not feel that the reduced front and rear yard setbacks that are being requested for this development should be considered to be for the purposes of convenience, profit or caprice. The developer is creating a development that fits within the future land use designation and is aimed at a different market than is currently available within the existing and proposed developments along 48th Street. This request is not being made to create more lots, but to develop workable lots with better house fits.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Westergard". The signature is fluid and cursive, with a large initial "M" and "W".

Mark Westergard, PE
E & A Consulting Group

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b. and 11b1.
11/03/2020

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

SUBJECT:

Request to rezone Lot 1, South Woods Replat 4, from RG-8 and RG-8-PS to RG-8-PS for the purpose of multi family residential development, with site plan approval; and small subdivision plat Lot 1, South Woods Replat 4. Applicant: APOGEE Professional Services. General Location: Childs Road and Nebraska Drive.

SYNOPSIS/BACKGROUND:

Kassie Inness, on behalf of APOGEE Professional Services, has submitted a request to rezone and small subdivision plat Lot 1, South Woods Replat 4, from RG-8 and RG-8-PS to RG-8-PS for the purpose of multi family residential development. The proposed zoning requires site plan approval for the development. The multi family residential development contains 107 units in three buildings. The proposed use is consistent with the Comprehensive Plan.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <u>NO</u>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <u>NO</u>
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: <u>NO</u>
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

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

ATTACHMENTS:

- | | | |
|--|-------------------------|------------------------------|
| 1. <u>Planning Commission Recommendation Sheet</u> | 2. <u>Staff Report</u> | 3. <u>Rezoning Ordinance</u> |
| 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]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: APOGEE Professional Services

CASE #'s: Z-2008-11 and S-2008-19

CITY COUNCIL HEARING DATE: October 20, 2020

REQUEST: to rezone Lot 1, South Woods Replat 4, located in the Southeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, NE, from RG-8 to RG-8-PS for the purpose of multi-family residential development, with site plan approval; and small subdivision plat Lot 1, South Woods, Replat 4.

On September 24, 2020 the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: September 24, 2020

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2008-19
Z-2008-11

FOR HEARING OF:
REPORT #1: September 24, 2020
REPORT #2: October 20, 2020

I. GENERAL INFORMATION

A. APPLICANT:

APOGEE Professional Services
12149 W Center Road
Omaha, NE 68144

B. PROPERTY OWNER:

Southwoods Manager
14710 W Dodge Road, Suite 100
Omaha, NE 68154

C. GENERAL LOCATION:

Childs Road and Nebraska Drive

D. LEGAL DESCRIPTION:

Lot 1, South Woods Replat 4, being a replat of Lots 9 through 11, South Woods, located in the Southeast $\frac{1}{4}$ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 1, South Woods Replat 4, from RG-8 and RG-8-PS to RG-8-PS with site plan approval.
2. Small subdivision plat Lot 1, South Woods Replat 4.

F. EXISTING ZONING AND LAND USE:

RG-8 and RG-8-PS, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and site plan for the construction of a 107 unit multi-family residential development.

H. SIZE OF SITE:

The site is approximately 4.532 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RD-60
2. **East:** Omaha Public Schools Elementary School (under construction), RG-8
3. **South:** Single Family Residential, RS-72
4. **West:** Single Family Residential, RD-60

C. REVELANT CASE HISTORY:

1. On September 24, 2020, the Planning Commission recommended approval of a request to rezone Lot 1, South Woods Replat 4, located in the Southeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, NE, from RG-8 to RG-8-PS for the purpose of multi family residential development, with site plan approval; and small subdivision plat Lot 1, South Woods, Replat 4.

D. APPLICABLE REGULATIONS:

1. Section 5.15, Zoning Ordinance, regarding RG-8 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding the Planned Subdivision District.
3. Chapter 5, Small Subdivisions, Subdivision Regulations.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan shows this area as multi-family residential.

B. OTHER PLANS:

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

C. TRAFFIC AND ACCESS:

1. There is no traffic data available for this specific area.
2. The property will have access from two points: one along Nebraska Drive, and another from Childs Road.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Kassie Inness, on behalf of APOGEE Professional Services, has submitted a request for a rezoning for Lot 1, South Woods Replat 4, from RG-8 and RG-8-PS to RG-8-PS, for the purpose of a multi-family residential development.
2. The property consists of three existing lots. Two of the lots are presently zoned RG-8-PS, while the northernmost lot is zoned RG-8.

The intent of the RG-8 district is to permit very high density development, multi-story development, and other uses that are typical and compatible in the operation of apartment houses.

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

3. In conjunction with the change of zone, the applicant is also requesting site plan approval for the apartment buildings.
4. The proposal consists of 107 units in three buildings. Additionally, six detached garages are shown on the site plan to provide protected parking.
5. The site plan shows 137 surface parking stalls for the development. Fifty parking stalls will be provided with the detached garages. The site plan also provides for 22 on-street parking stalls which will be created for this development, for a total of 209 stalls available for his project.
6. The applicant plans bike racks, a fitness room, package lockers, and an exterior community grilling area as some of their amenities for their residents.

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

8. Per Section 8.11, Zoning Ordinance, the apartment buildings will need to meet the city's design standards. Compliance with these regulations will be reviewed as part of the building permit process.

9. This application was sent out to the following departments for review: Public Works, Streets Department, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Nebraska Department of Transportation, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

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

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

No other comments were received on this case.

10. As part of the site plan approval process, the applicant has been working with the Public Works Department to create on-street parking stalls along the west side of Nebraska Drive. Raised bulbs will be utilized, as well as the sidewalk along Nebraska Drive will be constructed adjacent to the back of the curb to better serve these parking spaces.

The Public Works Department is comfortable from a safety perspective with the proposed on-street parking configuration.

11. Crosswalks will be constructed at the intersection of Columbus Avenue and Nebraska Drive to facilitate pedestrian access from this development to the neighboring city park.

12. The Future Land Use Map of the Comprehensive Plan shows this area as multi-family residential.

13. The property is presently zoned for high density multi family development. The small subdivision plat and site plan approval process allow for the property to be developed in a cohesive, organized manner.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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


VI. ATTACHMENTS TO REPORT

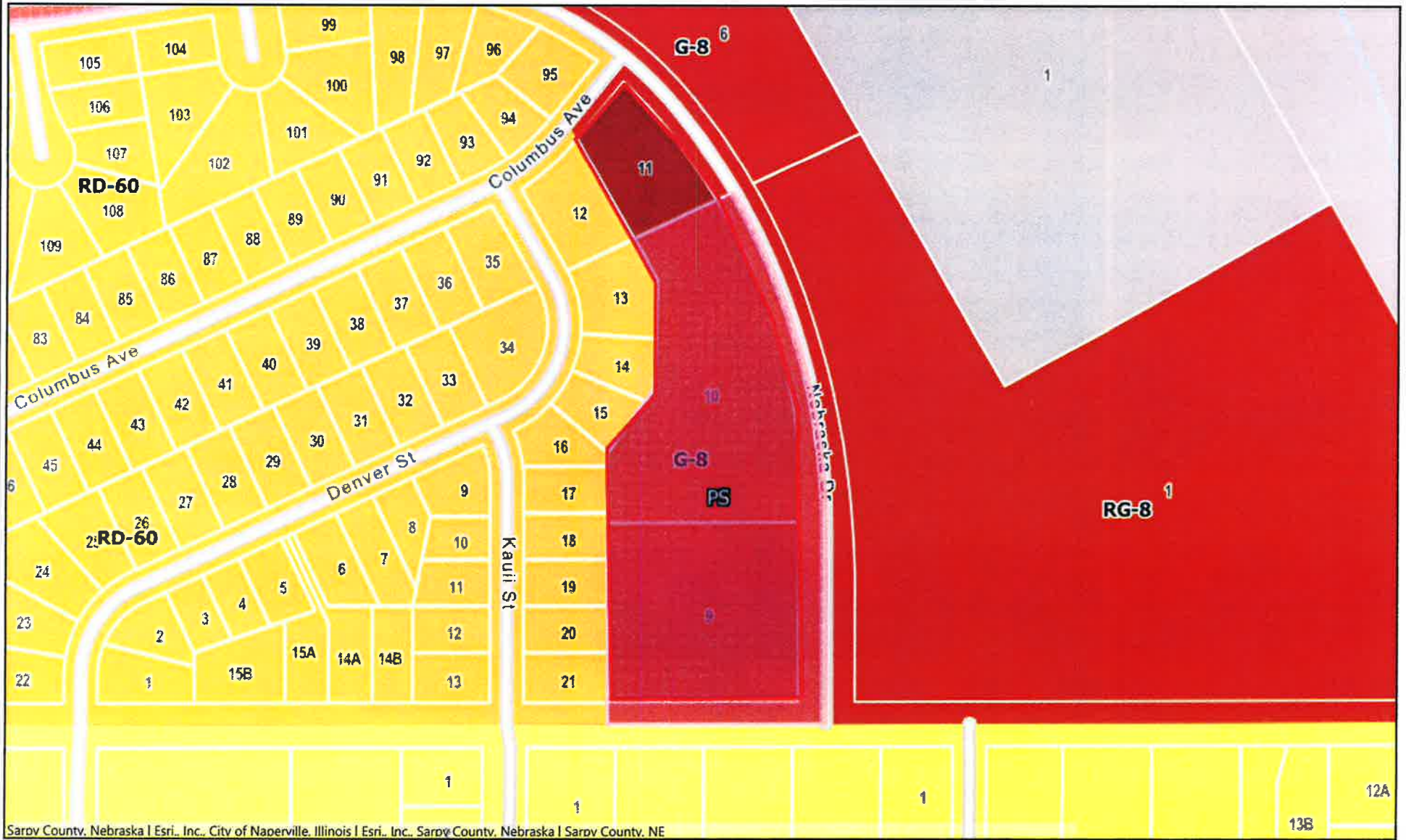
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter received August 27, 2020
4. Small subdivision plat received September 15, 2020
5. Site plan received September 15, 2020
6. Landscape plan received September 15, 2020
7. Letter from Amy Corriveau received September 20, 2020

VII. COPIES OF REPORT TO:

1. APOGEE Professional Services
2. Lamp Rynearson
3. Larry Jobeun, Fullenkamp, Jobeun, Johnson & Bellevue LLP
4. Public Upon Request

 9/30/20
Prepared by: _____ Date

 09/30/20
Planning Manager: _____ Date of Report



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

0 250 500 ft

Map Scale 1: 3185

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



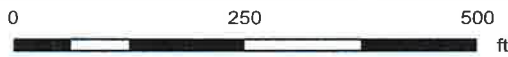
Notes



Columbus Avenue and Nebraska Drive



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



Map Scale 1: 3185

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



Notes



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

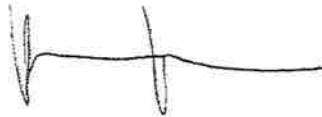
Re: Rezoning of Lots 9, 10 & 11, Southwoods

Dear Tammi:

This letter serves as a supplement to the application for rezoning of approximately 4.52 acres of vacant land located at 1366 Nebraska Drive in Bellevue, Nebraska. The lots are currently zoned RG-8; with lots 9 and 10 having a Planned Subdivision (PS) overlay. As part of rezoning application, we are requesting that lot 11 be given the PS overlay designation during the approval process.

The applicant is proposing to develop three (3) three (3) story multifamily buildings and community amenities, including, but not limited to bike racks, fitness room, package lockers and an exterior community grilling area. We believe this project will add value to the community by providing housing and various employment opportunities within the City of Bellevue, during and after completion.

Sincerely,



Kassie Inness

RECEIVED
AUG 27 2020
PLANNING DEPT.

2711 Columbus Avenue
 Bellevue, NE 68005
 623-694-1053

September 17, 2020

City of Bellevue Planning Department
 1501 Wall Street
 Bellevue, NE 68005

RECEIVED
 SEP 20 2020
 PLANNING DEPT.

RE: Case # Z-2008-11, S-2008-19

Mrs. Tammi Palm:

As a resident whose family has lived in lot 12 for many years, I have concerns and questions I would like to address to the Planning Commission Members and Applicant APOGEE Professional Service. I have reviewed the plans.

I would like to state none of these would be issues to me if this was just residential housing being constructed as it is currently zoned for and not apartments. The difference between the two are night and day.

My husband and I will be attending the hearing and if I have any other questions come to mind before then I will address them at that time. I am sure many of these questions will be addressed and answered at the hearing.

Taxes and Home Value

- How will this affect our yearly taxes.
- How will this affect our home values and chance of selling in future.

Approximation of Construction Timeline

- When is construction proposed to begin and when is the proposed completion date?

Privacy and Noise Concerns

- Will there be a retaining wall or fence put up by developer or are all ten homeowners behind this development responsible for this? Specifically, to my lot #12, according to your plans it looks like the only separation will be trees and landscaping, along with a pump basin. I do not find this adequate as we will still see entire parking lot and cars parked along Nebraska Drive from our back deck. Trees being placed between will be nice, however will these trees being planted be somewhat mature trees or small trees? At any rate, it will take years for these trees to grow to give us full privacy from the parking lot, as well as there will be times of the year the trees will not have leaves.

**Please refer to attached picture IMG #1 of my back yard taken from my deck.*

- Specifically to my lot #12, I am extremely concerned with the parking lot being right behind and beside my home. We will be affected more than any other homeowner backed up to the apartment complex hearing car noise and car radios at all hours of the day. As the point made

above about trees giving us no privacy, trees will not help with the noise. Whom do we call in charge of noise complaints when they need to be made?

- An additional retaining wall or fence placed by developer would be nice, if this is not already in the plans, for all ten homeowners that will be behind new complex such as noise reduction and safety concerns of tenants walking freely onto our properties.

Parking

- With street parking limited and Columbus Avenue the closest street to the apartments available for street parking, my concern is people will be parking along this street in front of residential homes, especially my home on Lot 12. In order to not block streets and also create a more safe driving condition for anyone wanting to turn left or right on to Nebraska Drive from Columbus Avenue, there should be a no parking allowed with a sign stating this along Columbus in the area between my driveway of Lot 12 to the stop sign at Nebraska Drive. **See images #5 and #6 for a view of intersection.*
- I also strongly feel that no parking should be allowed on Nebraska Drive in the area between Columbus Avenue and the entrance parking lot of Apartments facing West on Nebraska Drive. The plans show two cars being allowed to park in this area. Allowing any cars to park here creates a blind spot and dangerous intersection for people trying to turn left or right on to Nebraska Drive from Columbus Avenue.

**Please see image #5 and #6*

As you can see from images #5 and #6, parking along road will make drivers have to risk pulling out and hitting another car or pedestrian. As a driver turning left or right at this intersection, cars already come around the corner heading North on Nebraska Drive quickly. As a driver, I will have to pull out farther than the stop sign to see around parked vehicles to make sure no one is coming South on Nebraska Drive before I can turn left. Will a three way stop sign be placed at Nebraska Drive and Columbus Avenue?

- *Parking lot lights*
Specific to Lot #12, what will be done in effort that parking lot lights will not be lighting up my back yard. Trees will not block lights. **Refer to Image 1 of backyard view*

Traffic (Please see images 2,3,4)

- Will stop lights be placed on Childs Road? Turning right or left onto Childs Road from Nebraska Drive, Kauii Street, Denver Street, 9th Street, 11th Street, 13th Street and 15th Street is already extremely risky due to Childs Road being a hill. Adding in the new multiple cars driving Nebraska Drive along with future school traffic and train traffic, turning out from any street on Childs Road from the North or South will be extremely dangerous to do at specific times during the day as people speed and the hills make blind spots for drivers. As a driver of these streets for many years and barely escaping accidents myself along this road, something will need to be done to make this road safer.

- What will be done to make it safe for Apartment tenants to turn left onto Nebraska Drive out of the complex from the Childs Road exit?
- Will Childs Road be expanded adding a middle turning lane into the Apartment entrance to deter accidents from happening? The plans provided make it difficult to tell if there are turning lanes or not. As said above, Childs road has many blind spots due to it being a hill and people driving West on Childs Road will not be able to see drivers stopped to turn into these apartments until it is too late.
- With Nebraska Drive now being a major street for people living in Apartments along with future school traffic, what will be done to provide safety to drivers and pedestrians, besides just the curb ramps? Will the speed limit be reduced, and not just during school hours? As questioned above, will a three way Stop sign be placed on Columbus Ave and Nebraska Drive?

Basically stated, there is going to be a lot crammed into this area now with the new school and apartments, with inadequate sized and safe streets for drivers and pedestrians.

Security

- Besides homeowners being responsible for personal outdoor cameras and possibly having to install fencing, what security and safety measures will be taking place for residences living behind the development be specifically to crime prevention and tenants entering residential properties directly behind apartments.

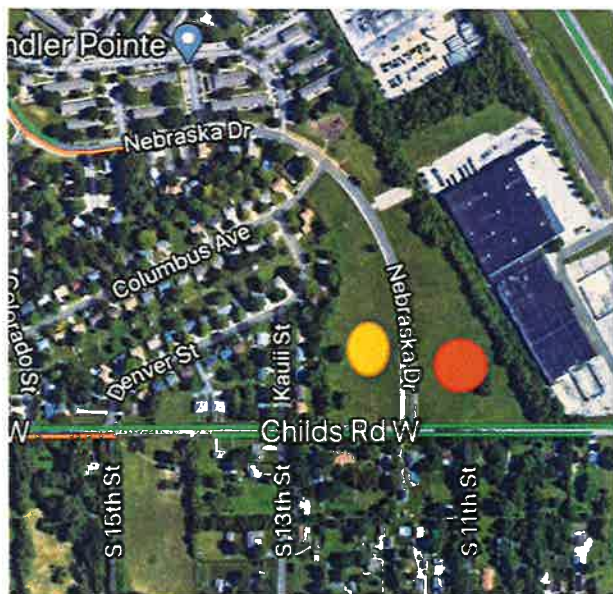
Thank you for taking the time to listen to my concerns on this issue.

Sincerely,

Amy Corriveau



Image #1: View from Lot 12 residence back deck. Proposed parking lot will be directly east of house on other side of white fence.



● OPS Fort Crook School

● Apartments

Image #2 above showing School and Proposed Apartments. The dangerous intersections due to blind spots from hill are intersections on both North and South side of Childs Road West. Denver Street, Kauui Street, Nebraska Drive, 9th Street (not shown), 11th Street, 13th Street, 15th Street are all dangerous intersections.

Worst area of blind spot is located between Kauui Street and Nebraska Drive where entrance will be.

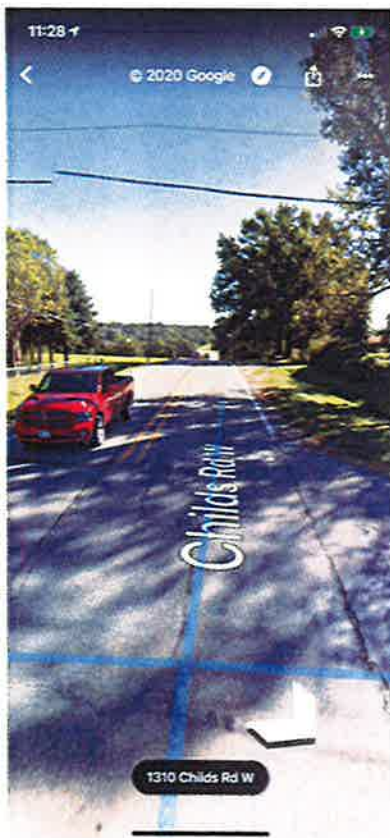


Image #3 showing blind spot due to hill at intersection of 13th Street and Childs Road looking east. Apartment entrance/exit would be just below top of hill at blind spot.

Image #4 showing blind spot due to hill at intersection of Nebraska Drive and Childs Road looking West. Proposed apartment entrance/exit would be located directly to the West of this image.





Image #5: View from intersection of Columbus Avenue and Nebraska Drive looking South, as if driver turning right. This image somewhat shows how cars parked along lower Nebraska Drive will make it extremely dangerous and impossible for drivers to see around and turn left.



Image #6: View from intersection of Columbus Avenue and Nebraska drive looking North, as if driver turning left. This image somewhat shows how drivers turning have limited view of other drivers heading South on Nebraska Drive as cars come quickly around curve of Nebraska Drive.

KIDS CROSSING
AT CROSS WALK
AT BLIND
CORNERS

RECEIVED

SEP 23 2020

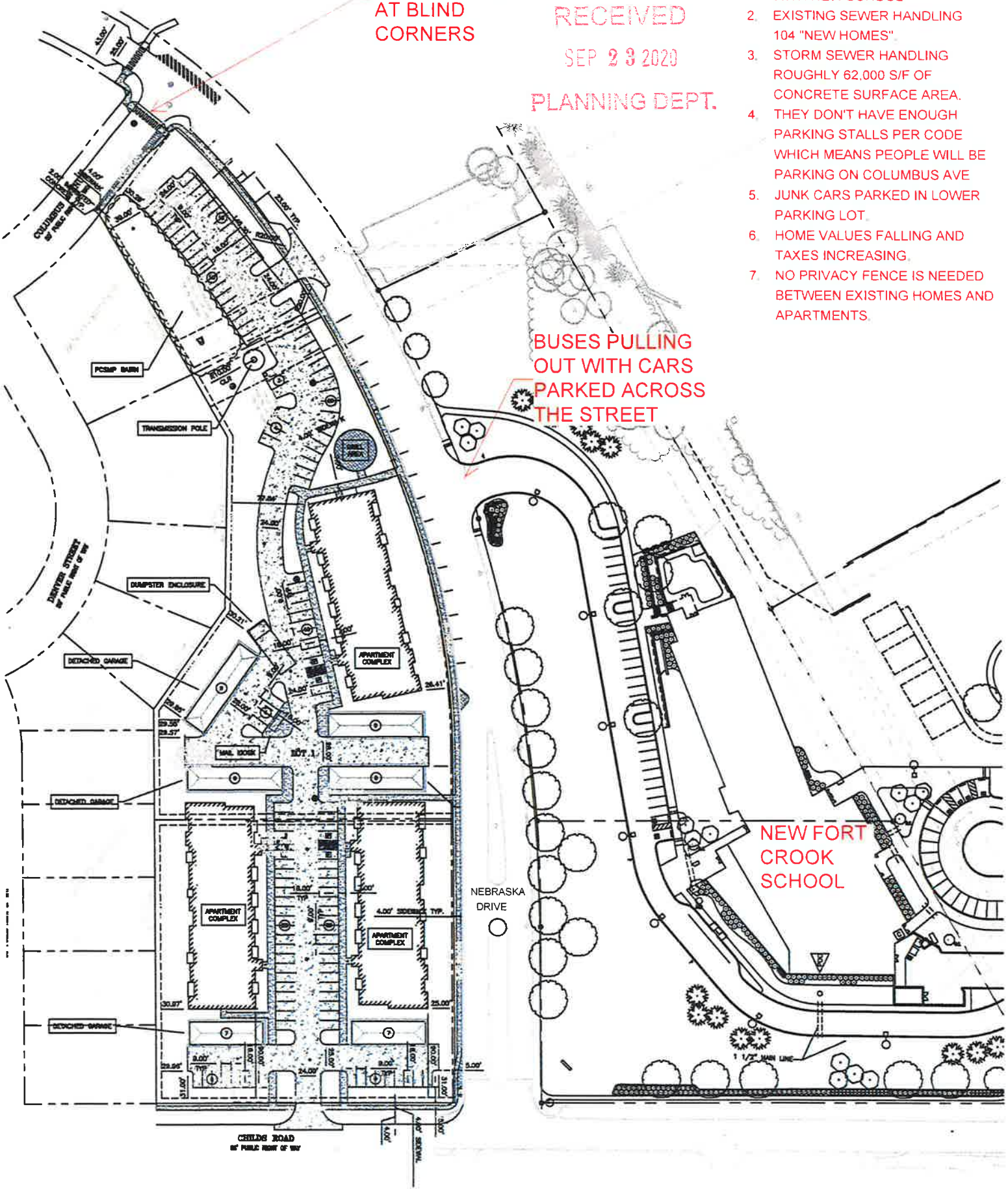
PLANNING DEPT.

CONCERNS

1. 200 MORE CARS IN AREA WITH NEW SCHOOL
2. EXISTING SEWER HANDLING 104 "NEW HOMES"
3. STORM SEWER HANDLING ROUGHLY 62,000 S/F OF CONCRETE SURFACE AREA.
4. THEY DON'T HAVE ENOUGH PARKING STALLS PER CODE WHICH MEANS PEOPLE WILL BE PARKING ON COLUMBUS AVE
5. JUNK CARS PARKED IN LOWER PARKING LOT.
6. HOME VALUES FALLING AND TAXES INCREASING
7. NO PRIVACY FENCE IS NEEDED BETWEEN EXISTING HOMES AND APARTMENTS.

BUSES PULLING
OUT WITH CARS
PARKED ACROSS
THE STREET

NEW FORT
CROOK
SCHOOL



SOUTH WOODS REPLAT 4

LOT 1, BEING A REPLATING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

LOCATED IN:
 16 1/4 SEC 16, 1/4 SEC 18, T14N, R18E

**LAMP
 RYNERSON**

14719 N. DODGE RD., STE. 110
 OMAHA, NE 68154
 402.491.4888
 Lamp@ryerson.com



- LEGEND**
- BOUNDARY LINE
 - LOT LINE
 - - - - - EASEMENT LOT LINE
 - - - - - EASEMENT
 - PT 1/4" PITCH FOR PIPE
 - ◉ EASEMENT FINISH
 - ◉ CORNER SET (1/2" BROWN)
 - ◉ 1/4" YELLOW PLASTIC CAP STAKES (15-492) UNLESS NOTED OTHERWISE

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVED LINES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
5. ALL EXISTING EASEMENTS ARE NOT BEING REDETERMINED AND ARE SHOWN FOR REFERENCE ONLY.
6. EXISTING UTILITY EASEMENTS PER BK 44, PD 180 TO BE LOCATED VIA SURVANTY RECORDED INSTRUMENT.

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND ENCLOSED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS

DAY OF _____ 2020.
 SARPY COUNTY TREASURER

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF SOUTH WOODS REPLAT 4, LOT 1, WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS

DAY OF _____ 2020.
 SARPY COUNTY SURVEYOR/ENGINEER

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF SOUTH WOODS REPLAT 4, LOT 1 WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION

DAY OF _____ 2020.
 CHAIRMAN

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF SOUTH WOODS REPLAT 4, LOT 1 WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF BELLEVUE, NEBRASKA, THIS

DAY OF _____ 2020.
 THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

MAYOR ATTEST:

CITY CLERK

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS SOUTH WOODS REPLAT 4, LOT 1, BEING A REPLATING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 12, SOUTH WOODS;

THENCE NORTH 38°48'40" EAST (BEARING REFERENCED TO THE FINAL PLAT OF SOUTH WOODS FOR 109.05 FEET ON THE SOUTH RIGHT OF WAY LINE OF COLUMBIA AVENUE TO THE WEST RIGHT OF WAY LINE OF NEBRASKA DRIVE;

THENCE ON SAID WEST RIGHT OF WAY LINE THE FOLLOWING 4 COURSES:

1. THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 330.00 FEET AND A LONG CHORD BEARING SOUTH 47°17'52" EAST FOR 80.81 FEET) FOR AN ARC LENGTH OF 90.94 FEET;
2. THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 993.00 FEET AND A LONG CHORD BEARING SOUTH 27°30'28" EAST FOR 328.81 FEET) FOR AN ARC LENGTH OF 361.81 FEET;
3. THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 708.00 FEET AND A LONG CHORD BEARING SOUTH 08°43'38" EAST FOR 308.38 FEET) FOR AN ARC LENGTH OF 299.14 FEET;
4. THENCE SOUTH 09°08'52" EAST FOR 338.15 FEET TO THE NORTH RIGHT OF WAY LINE OF CHLDS ROAD;

THENCE SOUTH 88°43'19" WEST FOR 283.85 FEET ON SAID NORTH RIGHT OF WAY LINE TO THE SOUTHWEST CORNER OF LOT 21, SOUTH WOODS;

THENCE ON THE EAST LINES OF LOTS 12 THROUGH 21, INCLUSIVE, SOUTH WOODS THE FOLLOWING 4 COURSES:

1. THENCE NORTH 09°10'21" WEST FOR 375.19 FEET;
2. THENCE NORTH 35°22'14" EAST FOR 118.88 FEET;
3. THENCE NORTH 01°11'50" EAST FOR 183.70 FEET;
4. THENCE NORTH 29°48'00" WEST FOR 243.07 FEET TO THE POINT OF BEGINNING.

CORNER 197,408 SQUARE FEET OR 4.52 ACRES.

ATTEST: MATTHEW R. TINDHAM, LS-683

DATE



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, SEM PARTNERS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND ENCLOSED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON. SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SOUTH WOODS REPLAT 4, LOT 1, DO HEREBY REQUEST AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS SHOWN HEREON FOR THE STATED PURPOSES, FOR USE AND ENJOYMENT IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT AND REPAIR OF FACILITIES, PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTEE, AND TO THE GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREA. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS:

PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT, COX COMMUNICATIONS AND CENTURIONS; AND TO ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE UNDER THE AUTHORITY OF THE CITY COUNCIL OF BELLEVUE, NEBRASKA TO PROVIDE A CABLE TELEVISION AND ELECTRONIC COMMUNICATION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS TO DIRECT, OPERATE, MAINTAIN, REPAIR AND RENEW Poles, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CONVEYANCE AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION OR CABLE THROUGH UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AND AN EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A TEN-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTENSION LOTS. THE BOUNDARY LINES OF LOTS 9 THROUGH 11, INCLUSIVE, FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION, SAID TEN-FOOT-WIDE EASEMENT SHALL BE REDUCED TO AN EIGHT-FOOT-WIDE STRIP WHEN THE SAID LOTS ARE PLATTED, SPLITTED AND RECORDED AS PERMANENT BUILDINGS OR PERMANENT WALLS SHALL BE PLACED IN THE SAID EASEMENT AREA; BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE ABOVE SAID USES OR RIGHTS HEREIN GRANTED.

FOR WATER AND GAS:

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA AND BLACK HILLS ENERGY AND THEIR SUCCESSORS AND ASSIGNS, TO DIRECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPES, WORKS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER OR THROUGH UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS, NO PERMANENT BUILDINGS OR SETBACK WALLS SHALL BE PLACED IN THE SAID EASEMENT AREA; BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE ABOVE SAID USES OR RIGHTS HEREIN GRANTED.

SEM PARTNERS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

ADAM KRISHENBAUM
 AUTHORIZED REPRESENTATIVE FOR THE OWNER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA } SS

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF _____ 2020

BY ADAM KRISHENBAUM, AUTHORIZED REPRESENTATIVE FOR THE OWNER OF SEM PARTNERS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC:

RECEIVED
 SEP 15 2020
 PLANNING DEPT.

MATTHEW R. TINDHAM

DATE

SMALL
 SUBDIVISION
 SOUTH WOODS REPLAT 4 (LOT 1)
 BELLEVUE, SARPY COUNTY, NEBRASKA

REVISIONS

DRAWN BY / CHECKED BY
 DATE
 8-13-2020
 PROJECT NUMBER
 DRAWING NO.-JOB
 PLOTTED AND PLOTTED

SHEET

1 OF 1

CHLDS ROAD
 84' PUBLIC RIGHT OF WAY

NEBRASKA DRIVE
 100' PUBLIC RIGHT OF WAY

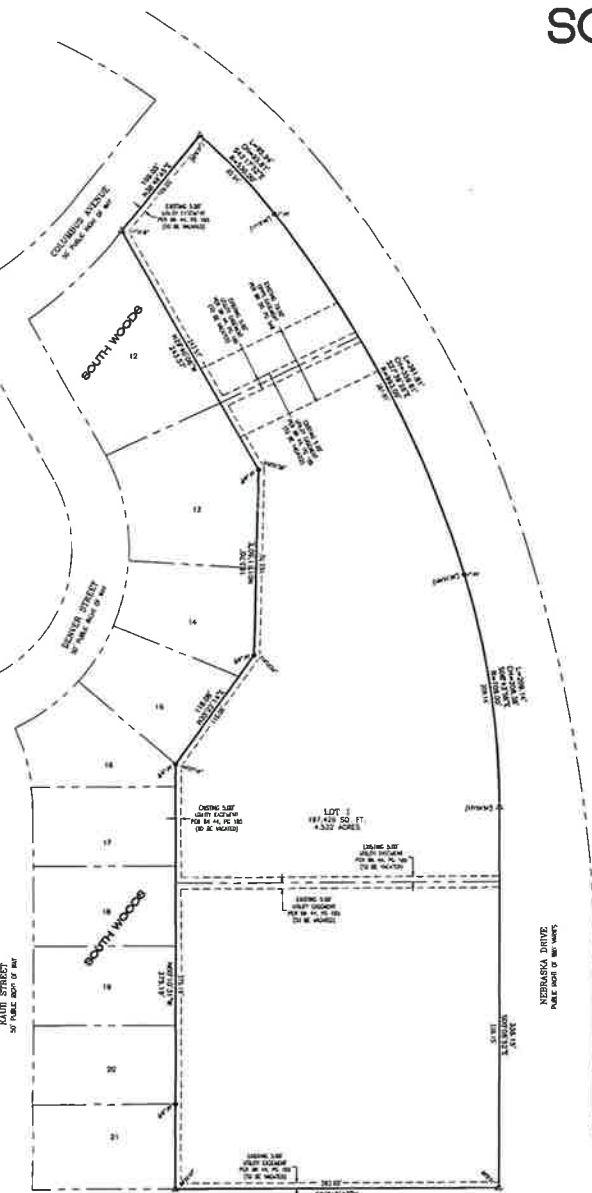
RAVINE STREET
 50' PUBLIC RIGHT OF WAY

COLUMBIA AVENUE
 50' PUBLIC RIGHT OF WAY

SEMPER STREET
 50' PUBLIC RIGHT OF WAY

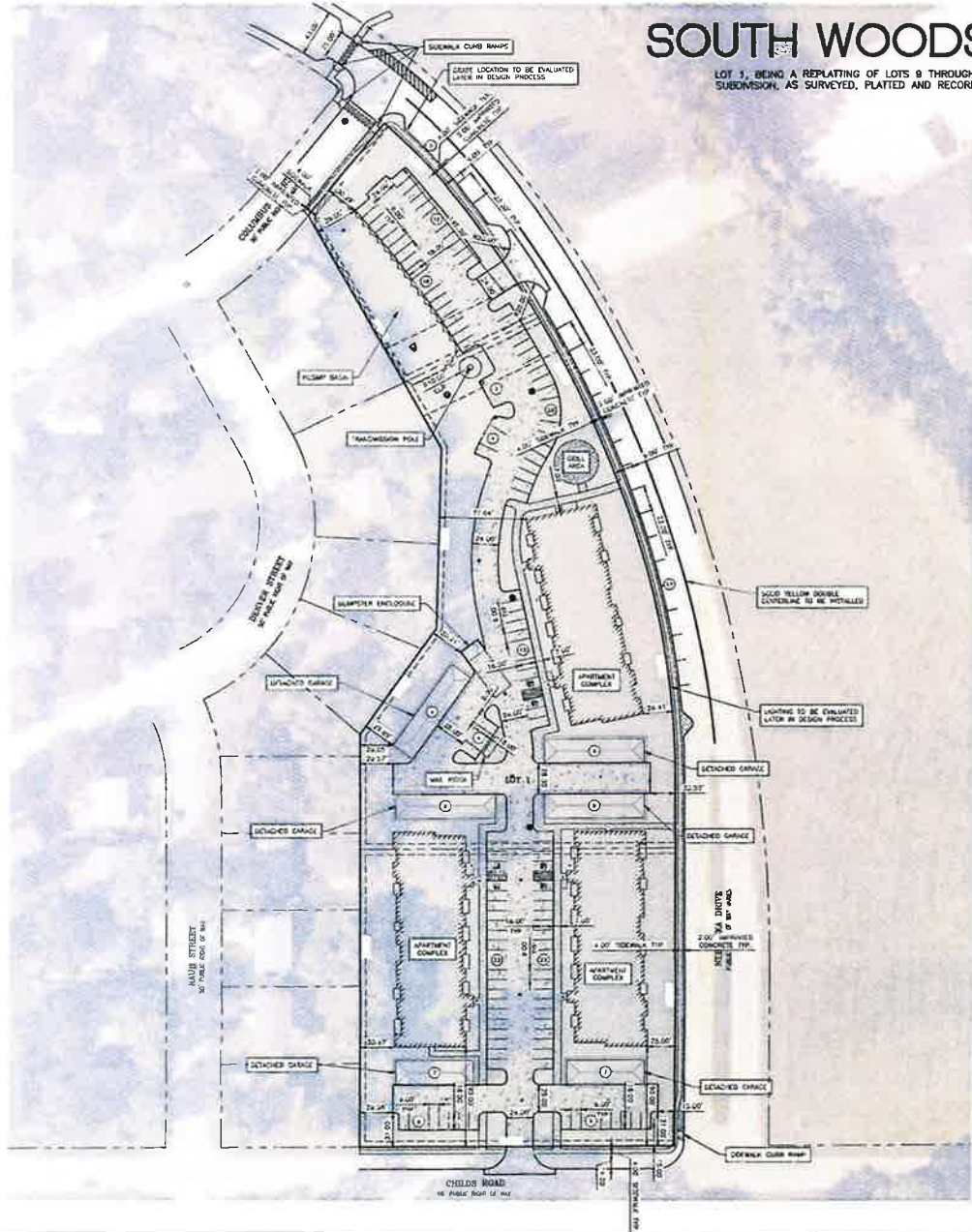
CHLDS ROAD
 84' PUBLIC RIGHT OF WAY

CHLDS ROAD
 84' PUBLIC RIGHT OF WAY



SOUTH WOODS REPLAT 4

LOT 3, BEING A REPLATTING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.



LOCATION MAP

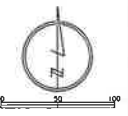
PROJECT SUMMARY	
UNITS	107
SURFACE STALLS	127
DETACHED GARAGE	56
TOTAL PARKING PROVIDED	183 (1.75 STALLS PER UNIT)
REQUIRED PARKING	214 (2 STALLS PER UNIT)
TOTAL ON-STREET PARKING	72
TOTAL PARKING PROVIDED INCLUDING ON-STREET PARKING	255 (1.85 STALLS PER UNIT)
TOTAL PARKING LOT AREA	80,304 SF
TOTAL PARKING LOT INV. LS	4769 SF (7.9%) (5% REQ)
TOTAL LOT AREA	187,961 SF
IMPERVIOUS COVERAGE	117,309 SF (62.4%) (50% MAX)

- LEGEND**
- CONTOUR
 - EXISTING CONTOUR
 - SIDEWALK
 - PAVEMENT
 - 3" FC CONCRETE
 - SIDEWALK PAVEMENT
 - BUILDING
 - PARKING STALL COUNT
 - STORM SEWER
 - SANITARY SEWER
 - MANHOLE
 - FLARED END SECTION

RECEIVED
 SEP 15 2020
 PLANNING DEPT.

LAMP RYNEARSON

14716 W. DOUGLAS AVE. STE. 108
 OMAHA, NE 68154
 402.464.2414
 LAMP@RYNEARSON.COM



PRELIMINARY

NOT SUITABLE FOR CONSTRUCTION

SITE PLAN EXHIBIT

SOUTHWOOD SMALL SUBDIVISION PLAT
 BELLEVUE, NEBRASKA



Know what's below.
 Call before you dig.

PHONE

OWNER / OWNER
 LAMP RYNEARSON/CLAYTON
 S.A.B.

DATE/NO. 2020
 PROJECT NUMBER
 13130068-01-004
 SHEET NO. 1 OF 1

SHEET
 1 OF 1

SOUTH WOODS REPLAT 4

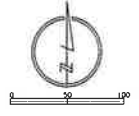
LOT 1, BEING A REPLATING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.



LOCATION MAP

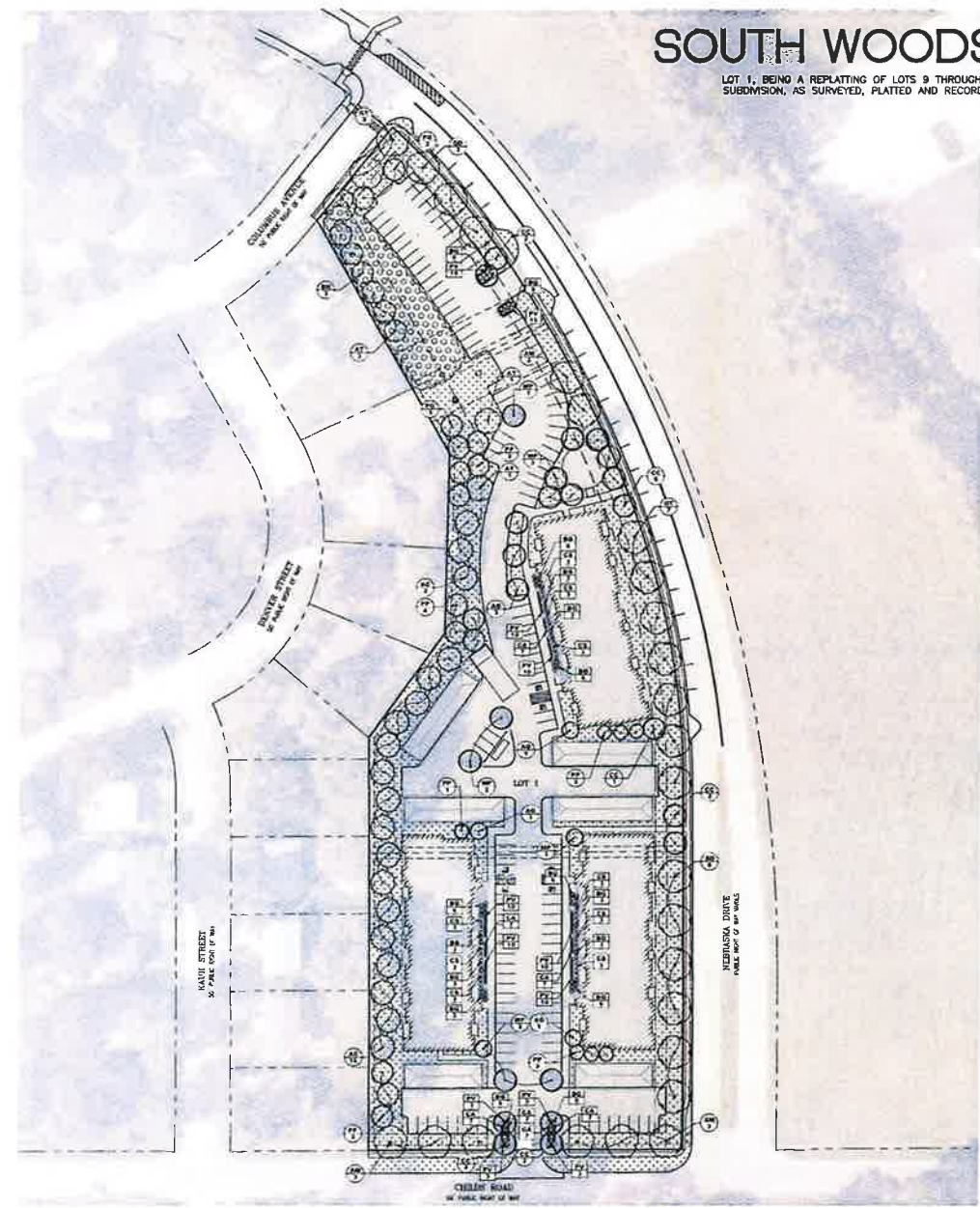
LAMP RYNERSON

1678 W DOUGLAS RD STE. 100
OMAHA, NE 68144
402.484.2448
Landscape Architecture



PRELIMINARY

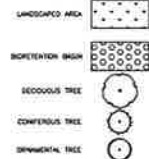
NOT BELIEVED FOR CONSTRUCTION



LEGEND



LANDSCAPE PLAN LEGEND



BELLEVUE LANDSCAPE CODE REVIEW - APPX. A.B.11.06

	REQUIRED	PROVIDED
A. PARKING LOT LANDSCAPE BUFFER PER APPX. A.B.11.06.8	15'	15' PROVIDED
B. PARKING LOT LANDSCAPE BUFFER REQUIRED TREES PER APPX. A.B.11.06.9 A	ONE DECIDUOUS SHADE OR ONE ORNAMENTAL TREE AND THREE SHRUBS FOR EVERY 10 LINEAR FEET OF STREET FRONTAGE 1,388 SF/40' = 35 TREES & 102 SHRUBS	28 SHADE TREES, 9 ORNAMENTAL TREES AND 106 SHRUBS PROVIDED
C. REQUIRED TREES ON SITE PER APPX. A.B.11.06.8	ONE DECIDUOUS SHADE OR EVERGREEN TREE OR TWO ORNAMENTAL TREES, AND THREE SHRUBS FOR EVERY TWO DWELLING UNITS	107 UNITS = 49 DECIDUOUS AND EVERGREEN TREES, 10 ORNAMENTAL TREES AND 162 SHRUBS PROVIDED
D. PARKING LOT INTERIOR LANDSCAPE PER APPX. A.B.11.06.10 A	18 SF OF LANDSCAPED AREA PER PARKING STALL 187 STALLS X 18 SF = 3,366 SF	4,788 SF PROVIDED
E. PARKING LOT INTERIOR REQUIRED TREES PER APPX. A.B.11.06.10 B	ONE TREE SHALL BE PROVIDED FOR EVERY 300 SF OF REQUIRED LANDSCAPED AREA 3,366 SF/300 = 12 TREES	12 TREES PROVIDED

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
DECIDUOUS TREES					
DT	QUERCUS IMBRICATA VAR. NIGRA 'SHOENANDER'	SHOENANDER HONEYLOCUST	2" CAL	30'-70'	25-40'
ED	FRAXINUS SP. 'ESPRESSO-JAZZ'	ESPRESSO KENTUCKY COFFEE TREE	2" CAL	30'	35'
AM	ACER NYCOBATA 'NORTON STATE STREET'	STATE STREET MAPLE	2" CAL	30-40'	50-60'
AT	ACER TRUNCATUM	SPRINGING MAPLE	2" CAL	25-25'	15-20'
BR	BETULA NIGRA	RIVER BIRCH	2" CAL	40-60'	30-50'
AL	ALNUS INCANA + QUERCUS 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	2" CAL	15-25'	15-25'
CC	CORNUS CORONATA	SMOOTH HORNED	2" CAL	20'-30'	30'-25'
WP	WILLOW 'TRIMBLE'	PANHANDLE CHERRYBLOSSOM	2" CAL	15-20'	15-20'
CONIFEROUS TREES					
CC	BIOTA ORIENTALIS	BLACK HILLS SPURGE	8"-7" HT.	30-60'	15-20'
PP	PICEA PINGENS	BLUE SPURGE	8"-7" HT.	30-60'	15-20'
AC	ABIES CONCOLOR	WHITE FIR	8"-7" HT.	40-70'	20-30'
SHRUBS AND PERENNIALS					
CC	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
FN	FRAXINUS SP. 'HEAVY METAL'	HEAVY METAL BIRCHES	3" CAL	4'-3'	1'-2'
DA	DALMANOPSIS + ACUTIFLORA 'KYLE FOERSTER'	FEATHER REED GRASS	3" CAL	3'-2'	3'-2'
SC	SIBIRIC 'GREEN HELMET'	GREEN VETCH BUSHWOOD	3" CAL	2'-4'	3'-4'
CS	CORNUS SP. 'ARCTIC SUN'	ARCTIC SUN SERVICEBERRY	3" CAL	3'-4'	3'-4'

RECEIVED

SEP 15 2020

PLANNING DEPT.

EXHIBIT D

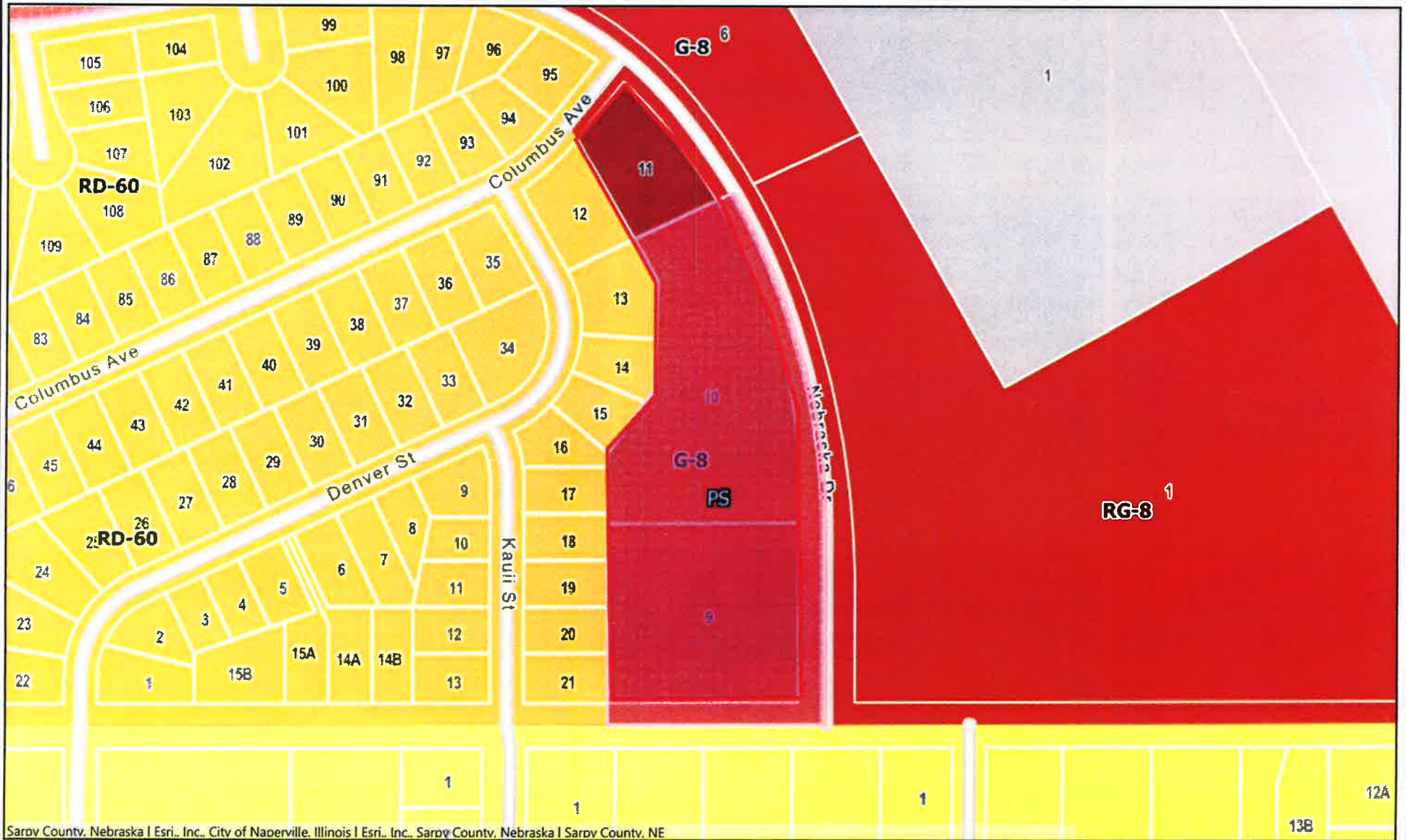
LANDSCAPE EXHIBIT

SOUTHWOOD SMALL SUBDIVISION PLAT
BELLEVUE, NEBRASKA

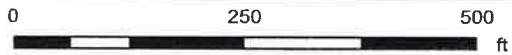


OWNER / DESIGNER
FOUR CORNERS
DATE
08/18/2020
PROJECT NUMBER
SOUTHWOOD
BLOCK AND PLOT

SHEET



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



Map Scale 1: 3185

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



Notes



Windsor Avenue and Nebraska Drive



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



Map Scale 1: 3185

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

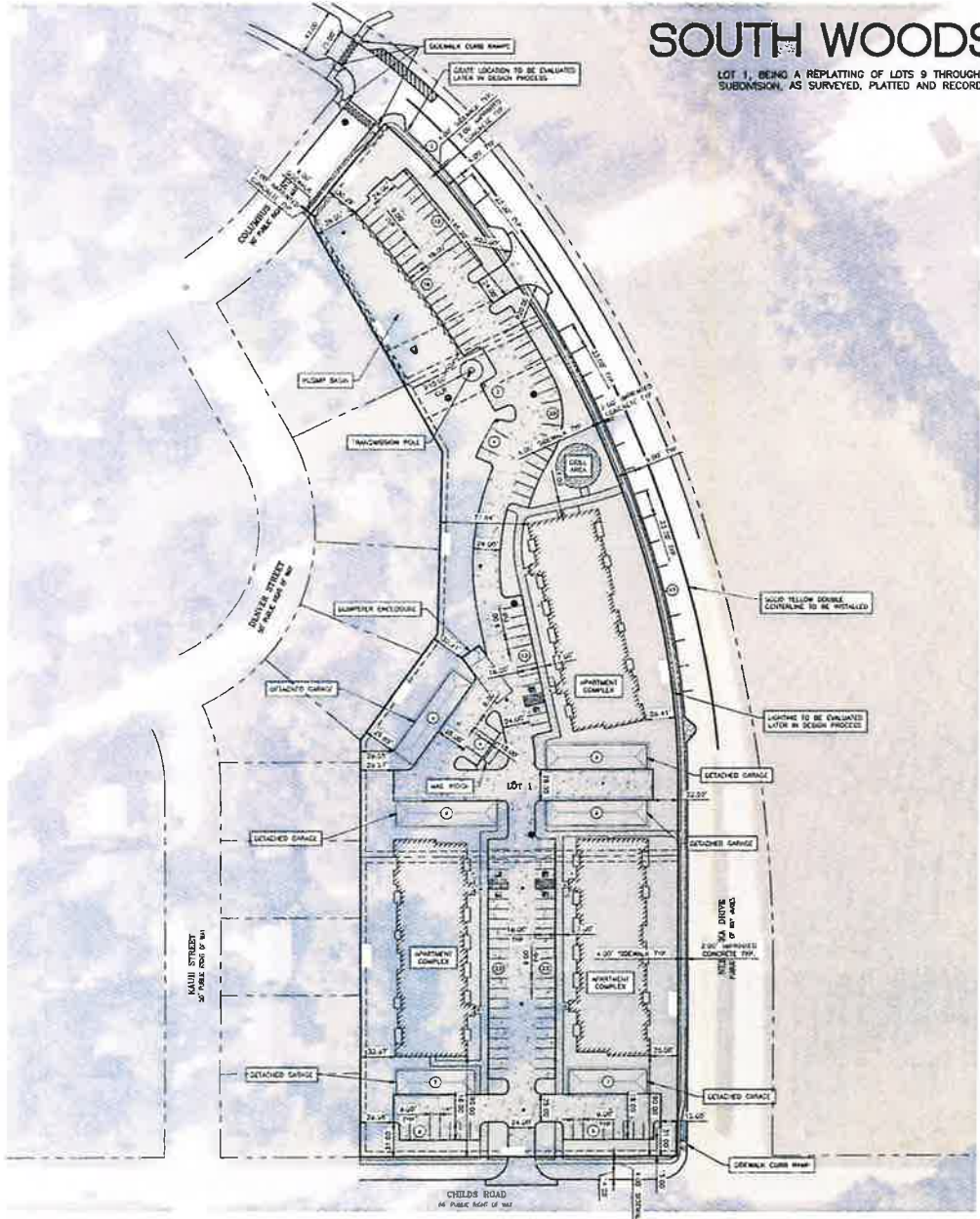


Notes



SOUTH WOODS REPLAT 4

LOT 1, BEING A REPLATTING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.



LOCATION MAP

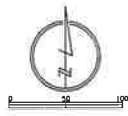
PROJECT SUMMARY	
UNITS	107
SURFACE STALLS	137
DETACHED GARAGE	30
TOTAL PARKING PROVIDED	167 (1.75 STALLS PER UNIT)
REQUIRED PARKING	214 (2 STALLS PER UNIT)
TOTAL ON-STREET PARKING	22
TOTAL PARKING PROVIDED	209 (1.93 STALLS PER UNIT INCLUDING ON-STREET PARKING)
TOTAL PARKING LOT AREA	60,304 SF
TOTAL PARKING LOT INT. LS	4789 SF (7.9%) (5% REQ)
TOTAL LOT AREA	187,681 SF
IMPERVIOUS COVERAGE	117,208 SF (62.5%) (50% MAX)

LEGEND	
CONTOUR	
EXISTING CONTOUR	
SIDEWALK	
PAVEMENT	
1" PE CONCRETE	
SIDEWALK PAVEMENT	
BUILDING	
PARKING STALL COUNT	
STORM SEWER	
SANITARY SEWER	
MANHOLE	
FLARED END SECTION	

RECEIVED
SEP 15 2020
PLANNING DEPT.

LAMP RYNEARSON

14710 W. DODGE RD. STE. 100
OMAHA, NE 68154
402.494.2444
LampRynea.com



PRELIMINARY

NOT SUITABLE FOR CONSTRUCTION

SITE PLAN EXHIBIT

SOUTHWOOD SMALL SUBDIVISION PLAT
BELLEVUE, NEBRASKA



Know what's below.
Call before you dig.
Where:

OWNER / DESIGNER
JAN. REISCHNER/CLERKSON
DATE
09/15/2020
PROJECT NUMBER
170304A-01-01
SHEET AND PAGE

EXHIBIT A
1 OF 1

SOUTH WOODS REPLAT 4

LOT 1, BEING A REPLATING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARY COUNTY, NEBRASKA.

LOCATED IN:
SE 1/4 SE, 1/4 SEC. 15, T44N, R13E

LAMP RYNERSON

1475 W. DODDGE RD., STE. 100
OMAHA, NE 68124
402.438.2000
LampRyerson.com



LEGEND	
	BOUNDARY LINE
	LOT LINE
	EASEMENT LET LINE
	EASEMENT
	PT
	FINISH TOP PIPE
	CORNER POINT
	CORNER SET (1/2\"/>

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE NOT LIMITED NOTES.
4. ALL LOT LINES ON CURVED STRIPS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
5. ALL EXISTING EASEMENTS ARE NOT BEING RECORDED AND ARE SHOWN FOR REFERENCE ONLY. NECESSARY AND ARE SHOWN FOR REFERENCE ONLY.
6. EXISTING UTILITY EASEMENTS FOR ILL. #4, PG. 183 TO BE LOCATED VIA SURFACE, RECORDED HEREINAFTER.

SARY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO RECORD NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS

DAY OF _____ 2020
SARY COUNTY TREASURER

REVIEW BY SARY COUNTY PUBLIC WORKS

THIS PLAT OF SOUTH WOODS REPLAT 4, LOT 1, WAS REVIEWED BY THE SARY COUNTY SURVEYOR'S OFFICE THIS

DAY OF _____ 2020
SARY COUNTY SURVEYOR/ENGINEER

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF SOUTH WOODS REPLAT 4, LOT 1 WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION

DAY OF _____ 2020
CHAIRMAN

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF SOUTH WOODS REPLAT 4, LOT 1 WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF BELLEVUE, NEBRASKA, THIS

DAY OF _____ 2020
THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

WATOR
ATTEND:
CITY CLERK

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS SOUTH WOODS REPLAT 4, LOT 1, BEING A REPLATING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTHEAST CORNER OF LOT 12, SOUTH WOODS:

1. THENCE NORTH 37°46' EAST (BEARING REFERENCED TO THE FINAL PLAT OF SOUTH WOODS) FOR 109.00 FEET ON THE SOUTH RIGHT OF WAY LINE OF COLUMBUS AVENUE TO THE WEST RIGHT OF WAY LINE OF NEBRASKA DRIVE;
2. THENCE ON SAID WEST RIGHT OF WAY LINE THE FOLLOWING 4 COURSES:
1. THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 536.00 FEET AND A LONG CHORD BEARING SOUTH 43°17'52" EAST FOR 98.91 FEET) FOR AN ARC LENGTH OF 99.84 FEET;
2. THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 393.00 FEET AND A LONG CHORD BEARING SOUTH 27°32'28" EAST FOR 358.81 FEET) FOR AN ARC LENGTH OF 361.81 FEET;
3. THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 706.00 FEET AND A LONG CHORD BEARING SOUTH 06°43'56" EAST FOR 208.28 FEET) FOR AN ARC LENGTH OF 208.14 FEET;
4. THENCE SOUTH 09°00'52" EAST FOR 336.15 FEET TO THE NORTH RIGHT OF WAY LINE OF CHLOIS ROAD;
5. THENCE SOUTH 88°47'19" WEST FOR 383.85 FEET ON SAID NORTH RIGHT OF WAY LINE TO THE SOUTHWEST CORNER OF LOT 21, SOUTH WOODS;

1. THENCE NORTH 07°10'31" WEST FOR 375.18 FEET;
2. THENCE NORTH 32°32'14" EAST FOR 118.58 FEET;
3. THENCE NORTH 01°17'50" EAST FOR 163.70 FEET;
4. THENCE NORTH 29°40'02" WEST FOR 243.67 FEET TO THE POINT OF BEGINNING, CONTAINING 187,400 SQUARE FEET OR 4.256 ACRES.

BARTHER R. THOMAS, LS-692

DATE



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, SEM PARTNERS, L.L.C. A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE KNOWN AS SOUTH WOODS REPLAT 4, LOT 1, DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS SHOWN HEREON FOR THE STATED PURPOSE, FOR IMPROVES AND EGRESS BY THE CONNECTION WITH THE INFLECTION, DISTENSION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES PROVIDED; HOWEVER, THERE IS RESERVED TO THE GRANTEE, AND TO THE GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA, THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONTINGENT TO PASS TO THE GRANTEE IN THE SAME INTEREST OR LINE OF THE EASEMENT AREA, ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREON MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS

PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT, COX COMMUNICATIONS AND CENTURYLINK AND TO ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE UNDER THE AUTHORITY OF THE CITY COUNCIL OF BELLEVUE, NEBRASKA TO PROVIDE A CABLE TELEVISION AND ELECTRONIC COMMUNICATION SYSTEM BY THE MEANS TO BE DETERMINED BY THEIR SUCCESSORS AND ASSIGNS TO LUREL, OMAHA, MAINTAIN REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRIAGE AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS, AND THE RECEPTION OR CARRIER THROUGH BUNDLES AND ADVISORY AND/OR OTHER STRIP OF LAND AND WITHIN ALL FRONT AND SIDE BOUNDARY LINES, AND A SIX-FOOT-WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL FRONT LOTS, AND SIX-FOOT-WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL LATERAL LOTS, THE TERM "CONDUIT LOTS" IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED AREA, SAID SIX-FOOT-WIDE EASEMENT SHALL BE RECALLED TO AN EIGHT-FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SUBJECT TO PLATTING AND RECORDING. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT AREA, BUT SHALL NOT BE PLACED IN THE ADJACENT AREAS OR OTHER PURPOSES THAT DO NOT HURT OR INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREBY GRANTED.

FOR WATER AND GAS

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA AND BLACK HILLS ENERGY AND THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, INSTALL, OPERATE, MAINTAIN REPAIR AND RENEW PIPELINES, HYDRAULS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A SIX-FOOT-WIDE STRIP OF LAND ADJOINING ALL STREET FRONTAGES OF ALL LOTS, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT AREA, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT HURT OR INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREBY GRANTED.

SEM PARTNERS, L.L.C. A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

ADAM RICHENBACH
AUTHORIZED REPRESENTATIVE FOR THE OWNER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____) SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
DAY OF _____ 2020

BY ADAM RICHENBACH, AUTHORIZED REPRESENTATIVE FOR THE OWNER OF SEM PARTNERS, L.L.C. A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC

RECEIVED
SEP 15 2020
PLANNING DEPT.

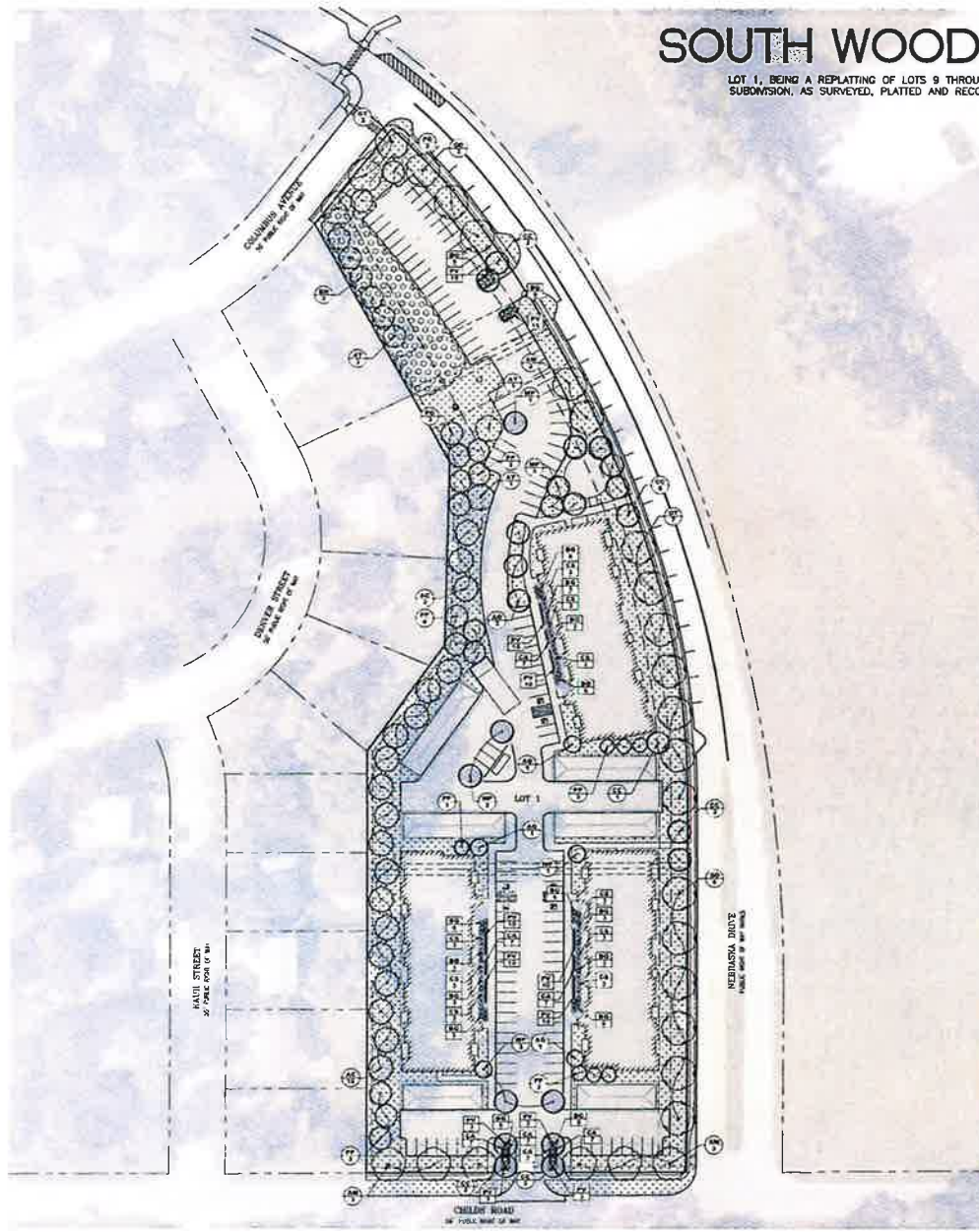
SMALL
SUBDIVISION

SOUTH WOODS REPLAT 4 (LOT 1)
BELLEVUE, SARY COUNTY, NEBRASKA

REVISION	
DATE	
DESCRIPTION / DRAWN	
DATE	
PL-12-2020	
PROJECT NUMBER	
FIGURE SHEET	
FOCUS AND PAGE	
SHEET	

SOUTH WOODS REPLAT 4

LOT 1, BEING A REPLATING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.



LOCATION MAP

- LEGEND**
- SIDEWALK
 - PAVEMENT
 - WALKING
- LANDSCAPE PLAN LEGEND**
- LANDSCAPED AREA
 - BIOPRETENSION BUSH
 - DECIDUOUS TREE
 - CONIFEROUS TREE
 - ORNAMENTAL TREE

BELLEVUE LANDSCAPE CODE REVIEW - APPX. A.B.11.06

	REQUIRED	PROVIDED
A. PARKING LOT LANDSCAPE WATER P.L.A. APPX. A.B.11.06.A	15'	15' PROVIDED
B. PARKING LOT LANDSCAPE BUFFER REQUIRED TREES PER APPX. A.B.11.06.B.A	ONE DECIDUOUS SHADE OR ONE ORNAMENTAL TREE AND THREE SHRUBS FOR EVERY 40 LINEAR FEET OF STREET FRONTAGE 1,388 L ² /40 = 35 TREES & 100 SHRUBS	28 SHADE TREES, 9 ORNAMENTAL TREES AND 108 SHRUBS PROVIDED
C. REQUIRED TREES ON SITE PER APPX. A.B.11.06.B.B	ONE DECIDUOUS SHADE OR EVERGREEN TREE OR TWO ORNAMENTAL TREES AND THREE SHRUBS FOR EVERY TWO DWELLING UNITS	107 UNITS = 49 DECIDUOUS AND EVERGREEN TREES, 10 ORNAMENTAL TREES AND 162 SHRUBS PROVIDED
D. PARKING LOT INTERIOR LANDSCAPE PER APPX. A.B.11.06.B.A	1% OF LANDSCAPED AREA PER PARKING STALL 187 STALLS X 1% SF = 3,503 SF	4,782 SF PROVIDED
E. PARKING LOT INTERIOR REQUIRED TREES PER APPX. A.B.11.06.B.B	ONE TREE SHALL BE PROVIDED FOR EVERY 300 SF OF REQUIRED LANDSCAPED AREA 3,503 SF/300 = 12 TREES	13 TREES PROVIDED

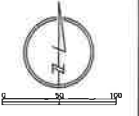
PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
DECIDUOUS TREES					
DT	BELOTTIA TRACHANTHOS VAR. BEHREI 'SHADOLMISTEN'	SHADOLMISTEN HONEYLOCUST	2" CAL.	30-75'	30-40'
ED	OSMOCLEAS DICKENS 'ESPRESSO-JS'	ESPRESSO KENTUCKY COFFEE TREE	2" CAL.	50'	35'
AM	ALER WITROU 'WOTON' STATE STREET	STATE STREET MAPLE	2" CAL.	30-40'	20-40'
AF	ACER NEGUNDO	SHADBLOW MAPLE	2" CAL.	20-25'	13-20'
BI	BETULA NIDA	RIVER BIRCH	2" CAL.	40-60'	20-30'
AE	ANGLICOR 'ORONOLINA' AUTUMN BRILLIANCE	AUTUMN BRILLIANCE SERVICEBERRY	2" CAL.	15-25'	15-25'
CE	CELEX CHAMBERS	CELESTINE PINEAPPLE	2" CAL.	20-30'	22-25'
MP	MALUS 'FRANKLIN'	FRANKLIN CRABAPPLE	2" CAL.	15-20'	15-20'
CONIFEROUS TREES					
COCC	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
PE	PICEA GLAUCA VAR. DENSATA	BLACK HILLS SPRUCE	6-7" HT.	30-60'	15-20'
PP	PICEA PARVIFLORA	BLUE SPRUCE	6-7" HT.	30-60'	15-20'
AC	ABIES CONCOLOR	WHITE FIR	6-7" HT.	40-70'	25-30'
SHRUBS AND PERENNIALS					
COCC	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
FR	FRAXINUS VIRGINIANA 'HEAVY METAL'	'HEAVY METAL' SWITCHGRASS	5" CAL.	4-5'	11-2'
DA	DIANTHUS 'MADONNA'	MADONNA RED DRUMS	5" CAL.	3-5'	2-3'
BE	BELLA 'GREEN VELVET'	GREEN VELVET BISHOPWOOD	5" CAL.	2-4'	3-4'
CS	CORNUS STOLONIFERA 'GATO' ARCTIC SUN	ARCTIC SUN BUSHWOOD	5" CAL.	2-4'	3-4'

RECEIVED
SEP 15 2020
PLANNING DEPT.

LAMP RYNEARSON

1670 W. DOUGLAS RD. STE. 158
OMAHA, NE 68104
402.498.2488
LampRy@earthlink.net



PRELIMINARY

NOT RELEVANT FOR CONSTRUCTION

LANDSCAPE EXHIBIT

SOUTHWOOD SMALL SUBDIVISION PLAT
BELLEVUE, NEBRASKA



811
Know what's below.
Call before you dig.

PROJECT / DRAWN BY
PROJECT / CHECKED BY
PROJECT / DATE
PROJECT / NUMBER
PROJECT / SCALE

1 OF 1

EXHIBIT D

Shirley Harbin

From: Susan Kluthe
Sent: Thursday, October 15, 2020 12:55 PM
To: Shirley Harbin
Subject: FW: Childs road & Nebraska drive

RECEIVED
OCT 15 2020
CITY CLERK

From: j_okelley12@yahoo.com <j_okelley12@yahoo.com>
Sent: Thursday, October 15, 2020 12:20 PM
To: Susan Kluthe <Susan.Kluthe@bellevue.net>
Subject: Childs road & Nebraska drive

I was disappointed to hear that the city is trying to squeeze more apartments into such a small area. The apartments across from my home already bring in so much traffic and people wandering into our neighborhood. Just a few months ago issues someone was having in the apartments came right to my street and there was a shooting and murder. There are constantly cop lights at the apartments that are there now. Issues with the current apartments turn our quiet family neighborhood into constant noise. More apartments will bring even less security. The more run down the area gets my property value will go down. This would also bring more kids into the school boundaries which is already packed, making the teacher to student ratio even worse. More apartments near my family is the last thing the city should be doing right now. Thank you.
Jolynn O'Kelley
2712 columbus ave

ORDINANCE NO. 4015

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 CHILDS ROAD AND NEBRASKA DRIVE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, South Woods Replat 4, located in the Southeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RG-8 (General Residential - 800 Square Foot Zone) and RG-8-PS (General Residential - 800 Square Foot Zone – Planned Subdivision District), to RG-8-PS (General Residential - 800 Square Foot Zone – Planned Subdivision District).

(APOGEE Professional Services)

Section 2. This ordinance shall not take effect until such time as the final plat of South Woods Replat 4 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: 10/06/2020
Second Reading: 10/20/2020
Third Reading: 11/3/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11c. and 11c1.
11/03/2020

COUNCIL MEETING DATE: 10/20/2020		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 Lots 2 and 2A, Kennedy Town Center, Replat Seven being a replat of Lot 2, Kennedy Town Center Replat Four from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development, with site plan approval for Lot 2. Applicant: Carlson Consulting Engineers, Inc (Attn: Mike Dedman). General Location: 25th Street and West Chandler Road.

SYNOPSIS/BACKGROUND:

Mike Dedman, on behalf of Carlson Consulting Engineers, Inc. submitted a request to rezone Lots 2 and 2A, Kennedy Town Center Replat 7, from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development. Proposed Lot 2A would be zoned BG-PCO, while proposed Lot 2 would be zoned RG-20-PS. Both of the proposed zonings require site plan approval and the applicant is requesting site plan approval for the multi family residential development on Lot 2. The multi-family residential proposal consists of 48 units in five buildings. Future site plan approval will be required if commercial development occurs on proposed Lot 2A. 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 Roblins

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Carlson Consulting Engineers, Inc

Case #'s: Z-2008-10 and S-2008-18

CITY COUNCIL HEARING DATE: October 20, 2020

REQUEST: to rezone Lots 2 and 2A, Kennedy Town Center, Replat Seven being a replat of Lot 2, Kennedy Town Center Replat Four, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, NE, from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development; and small subdivision plat Lots 2 and 2A, Kennedy Town Center.

On September 24, 2020, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL of a request to rezone Lots 2 and 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2, Kennedy Town Center Replat Four, located in the Southwest ¼ of Section 15, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska, from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development; and small subdivision plat Lots 2 and 2A, Kennedy Town Center. **APPROVAL** based upon compatibility with the surrounding neighborhood, lack of perceived negative impact, and conformance with the Zoning Ordinance. **APPROVAL** based upon the Future Land Use Map of the Comprehensive Plan being amended to allow for the commercial use at the corner of 25th Street and West Chandler Road. **APPROVAL** also based on the installation of a fence on the south side of the development along the north side of Albert Street.

VOTE:

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

Planning Commission Hearing (s) was held on: September 24, 2020

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2008-10
S-2008-18

FOR HEARING OF:
REPORT #1: September 24, 2020
REPORT #2: October 20, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Carlson Consulting Engineers, Inc
Attn: Mike Dedman
7068 Ledgestone Commons
Bartlett, TN 38133

B. PROPERTY OWNERS:

Rural Housing Developers – Nebraska, LLC
Attn: J. Ryan Hamilton
3556 S. Culpepper Circle, Ste. 4
Springfield, MO 65804

C. GENERAL LOCATION:

25th Street and W Chandler Road

D. LEGAL DESCRIPTION:

Lots 2 and 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2, Kennedy Town Center Replat Four, located in the Southwest $\frac{1}{4}$ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 2 and 2A, Inclusive, Kennedy Town Center, Replat Seven, from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development, with site plan approval for Lot 2.
2. Small Subdivision Plat Lots 2 and 2A, Kennedy Town Center, Replat Seven.

F. EXISTING ZONING AND LAND USE:

RG-20-PS/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change of zone and small subdivision plat to allow commercial and multi-family residential development.

H. SIZE OF SITE:

The site is approximately 8.6 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is currently vacant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Commercial/Retail, BG
- 2. **East:** Multi Family Residential, RG-20-PS
- 1. **South:** Townhome Residential, RG-20-PS
- 2. **West:** Multi Family Residential and Elementary School, RG-28 - RS-72

C. REVELANT CASE HISTORY:

On September 24, 2020, the Planning Commission recommended APPROVAL of a request to rezone Lots 2 and 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2, Kennedy Town Center Replat Four, located in the Southwest ¼ of Section 15, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska, from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development; and small subdivision plat Lots 2 and 2A, Kennedy Town Center.

D. APPLICABLE REGULATIONS:

- 1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
- 2. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.
- 3. Section 5.17, Zoning Ordinance, regarding Planned Subdivision uses and requirements.

4. Section 5.25, Zoning Ordinance, regarding Planned Center Overlay District uses and requirements.
5. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as multi family residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data information available for this area.
2. Access is proposed on Lot 2 from Albert Street, and on Lot 2A as a restricted right-in, right-out movement onto West Chandler Road.

D. UTILITIES:

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

E. ANALYSIS:

1. Mike Dedman, on behalf of Carlson Consulting Engineers, Inc, has submitted a request for a rezoning for Lots 2 and 2A, Kennedy Town Center Replat 7, from RG-20-PS to RG-20-PS and BG-PCO, for the purpose of a multi-family residential and commercial development.
2. Proposed Lot 2A would be zoned BG-PCO, while proposed Lot 2 would be zoned RG-20-PS.

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

The intent of the BG district is to provide for a wide range of retail and service establishments.

The –PS zoning overlay allows for the construction of multiple buildings on one lot, in addition to encouraging the creative design of new living areas.

The -PCO zoning overlay is designed to be appended to any of the business zones. The use characteristics of the zone to which it is appended will control, but the overlay will allow for new and modern design that is not possible under regulations designed for control of individual and independent development of adjacent business properties.

3. Both of the proposed zonings require site plan approval. The applicant is requesting site plan approval for the multi family residential development on Lot 2 with this request. Future site plan approval will be required at such time commercial development occurs on proposed Lot 2A.

4. The multi family residential proposal consists of 48 units in five buildings.

5. The site plan shows 98 surface parking stalls for the development. The number of required parking stalls is met with this proposal.

6. The applicant shows a clubhouse with an onsite community room and computer workstations, playground, and outdoor picnic and barbeque area as some of the provided amenities for their residents.

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

8. Per Section 8.11, Zoning Ordinance, the apartment buildings will need to meet the city's design standards. Compliance with these regulations will be reviewed as part of the building permit process.

9. This application was sent out to the following departments for review: Public Works, Streets Department, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Nebraska Department of Transportation, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

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

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

No other comments were received on this case.

10. A previous platting currently restricts Lot 2, Kennedy Town Center Replat Four, from having direct access to West Chandler Road. The applicant has provided engineering information to indicate a restricted right-in, right-out access

will work for proposed Lot 2A. The Public Works Department has reviewed and found this proposed access to be acceptable at such time Lot 2A is developed.

11. The multi family residential development will have access to Albert Street via a private street through the development. The proposed commercial lot will also have access through this private street as well, in addition to the restricted right-in, right-out access to West Chandler Road.

12. The Future Land Use Map of the Comprehensive Plan shows this area as multi-family residential. A motion to approve this project will also need to include a motion to amend the Future Land Use Map to allow for the commercial use at the corner of 25th Street and West Chandler Road.

13. Staff believes this proposed zoning and site plan are compatible with the adjacent neighborhood. The RG-20-PS multi family zoning fits with adjacent development, while the BG-PCO zoning will provide additional commercial opportunity at a busy intersection.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact, and conformance with the Zoning Ordinance. APPROVAL based upon the Future Land Use Map of the Comprehensive Plan being amended to allow for the commercial use at the corner of 25th Street and West Chandler Road. APPROVAL also based on the installation of a fence on the south side of the development along the north side of Albert Street.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Small Subdivision Plat received September 15, 2020
4. Site Plan received September 15, 2020
5. Landscape Plan received September 15, 2020
6. Letter from Laura Wyman received September 22, 2020

VII. COPIES OF REPORT TO:

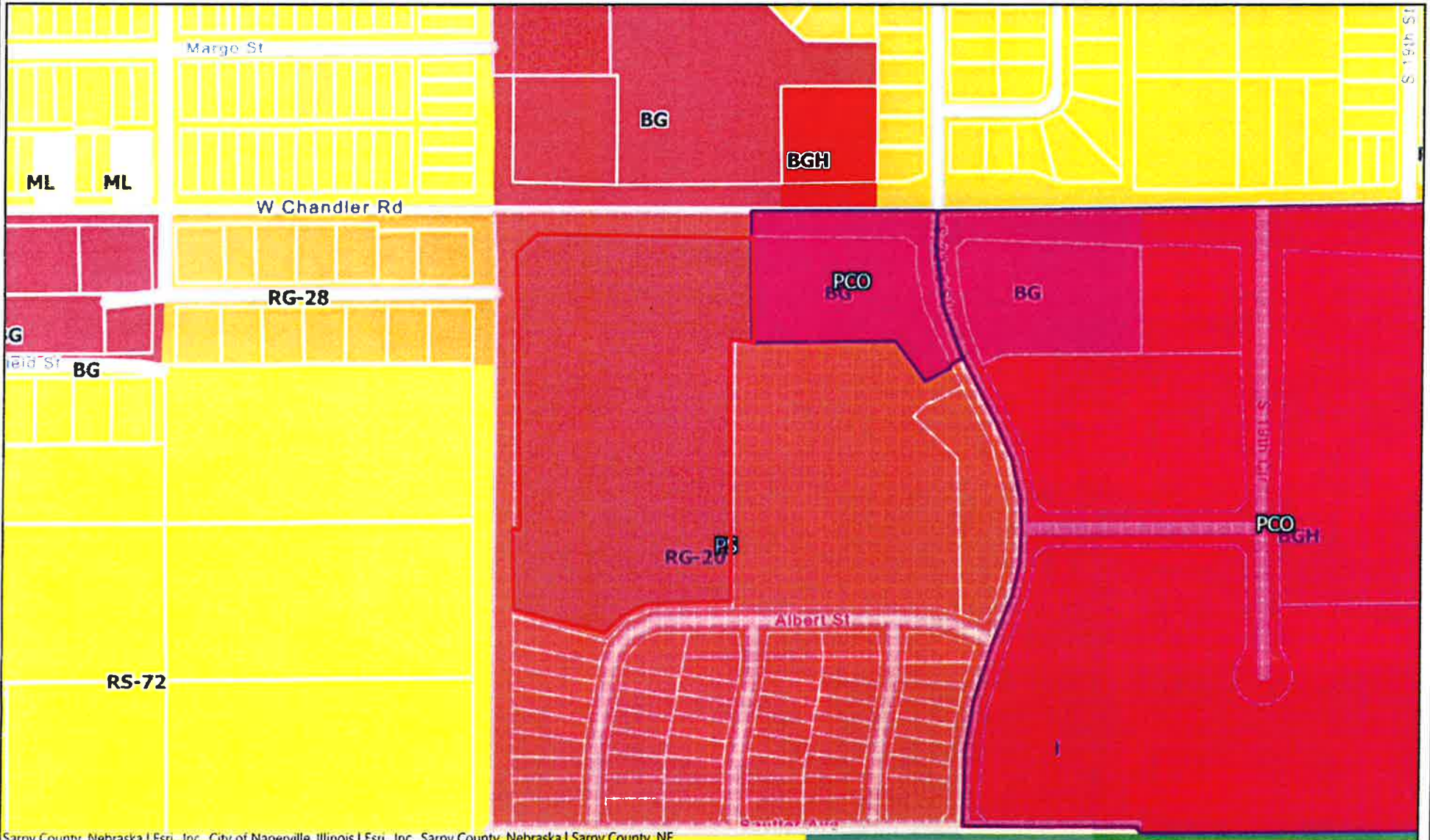
1. Carlson Consulting Engineers, Inc
2. Rural Housing Developers – Nebraska, LLC
3. Public Upon Request

Angela M. Curry 9/30/20
Prepared by:

Sammi L. Palmer 09/30/2020
Planning Manager Date of Report



SARPY COUNTY
NEBRASKA



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

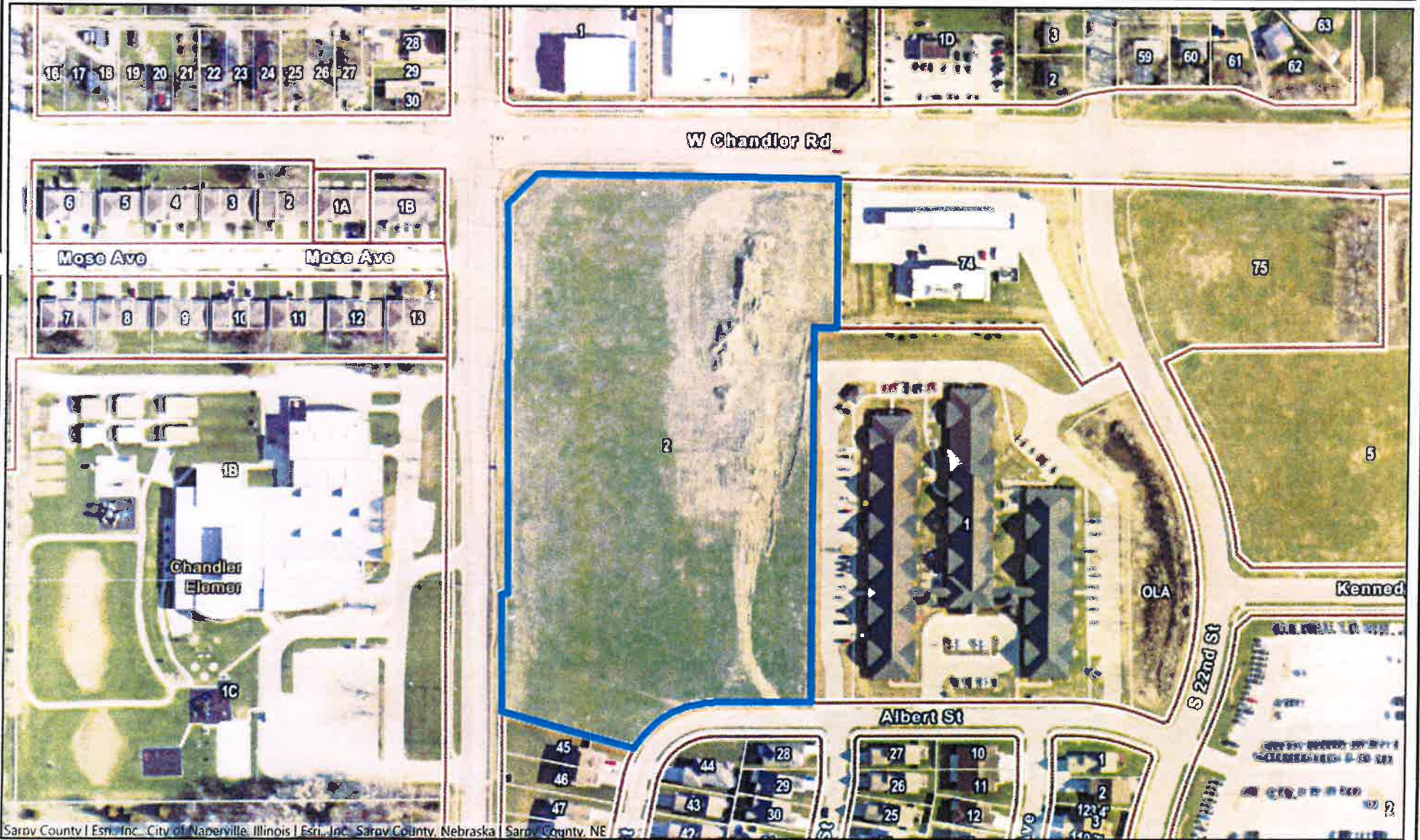
0 400 800 ft

Map Scale 1: 4514

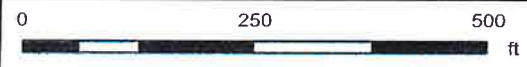
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



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



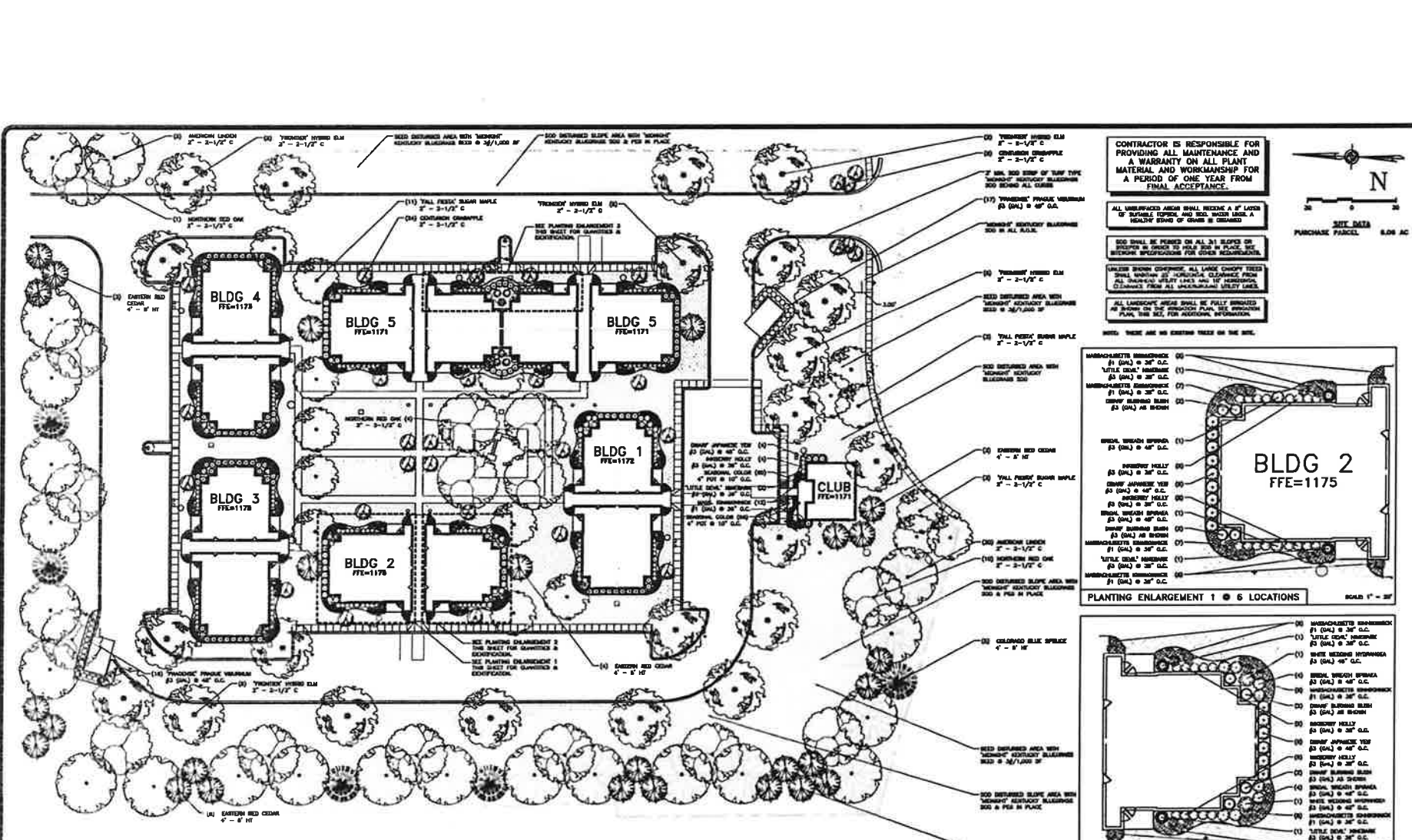
Map Scale 1: 3185

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



Notes





CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL MAINTENANCE AND A WARRANTY ON ALL PLANT MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE.

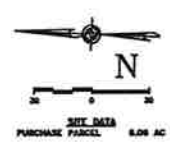
ALL LANDSCAPED AREAS SHALL BE MAINTAINED AT ALL TIMES TO BE A HEALTHY STAND OF GRASS OR SOIL COVER.

SOIL SHALL BE PERMANENTLY STABILIZED ON ALL SLOPES OR EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

UNLESS SHOWN OTHERWISE, ALL LARGE CHOPPY TREES SHALL BE MAINTAINED AT ALL TIMES TO BE A HEALTHY STAND OF GRASS OR SOIL COVER.

ALL LANDSCAPED AREAS SHALL BE FULLY IRRIGATED AS SHOWN ON THE IRRIGATION PLAN. SEE IRRIGATION PLAN FOR SCHEDULE FOR ADDITIONAL INFORMATION.

NOTE: THERE ARE NO EXISTING TREES ON THE SITE.



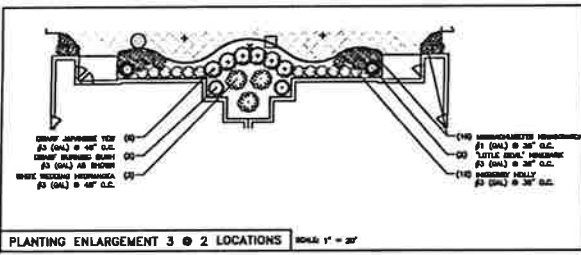
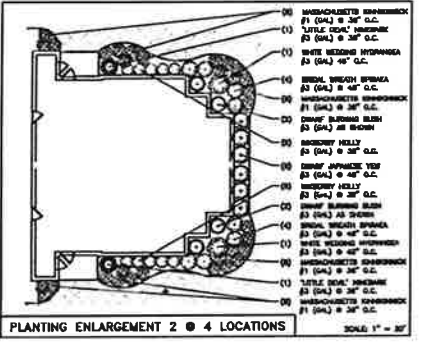
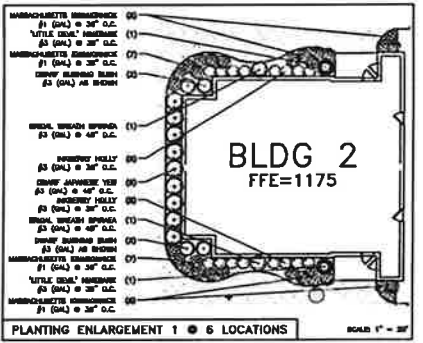
NO.	REVISIONS

NOT FOR CONSTRUCTION

Trinity Housing
J Development, LLC
3008 S. CALLEPER CIRCLE SUITE 4
BELLEVUE, NE 68106
PH: (402) 486-7070

DEER CREEK VILLAGE
PLANTING PLAN
BELLEVUE, NEBRASKA

CARLSON CONSULTING ENGINEERS, INC.
1000 S. 17TH AVENUE
LINCOLN, NE 68502
PH: (402) 486-7070



PLANT SCHEDULE

QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE (GROW MATS TO BE MET)	SPACING	CONDITION	REMARKS
17	(1)	ACER FRAXINUM 'WELSH'	TALL FRAXINUM MAPLE	2" - 3-1/2" C / 10" - 12" H	AS SHOWN	BAR	FULL HEAD UNIFORM GROWTH
28	(2)	JUNIPERUS VERTICALIS	JUNIPERUS VERTICALIS	4" - 8" H	AS SHOWN	BAR/FOOT	FULL TO BOUNDARY UNIFORM GROWTH
38	(3)	QUERCUS LAEVIS	QUERCUS LAEVIS	2" - 3-1/2" C / 8" - 10" H	AS SHOWN	BAR	STRONG CENTRAL LEADER, FULL HEAD
8	(4)	PIEA PANDORA 'BLANCH'	COLORADO BLUE SPRUCE	4" - 8" H	AS SHOWN	BAR	STRONG CENTRAL LEADER, FULL HEAD
15	(5)	QUERCUS RUBRA	NORTHERN RED OAK	2" - 3-1/2" C / 10" - 12" H	AS SHOWN	BAR	STRONG CENTRAL LEADER, FULL HEAD
22	(6)	TELIA AMERICANA	AMERICAN LINDEN	2" - 3-1/2" C / 10" - 12" H	AS SHOWN	BAR	STRONG CENTRAL LEADER, FULL HEAD
22	(7)	TELIA AMERICANA	AMERICAN LINDEN	2" - 3-1/2" C / 10" - 12" H	AS SHOWN	BAR	STRONG CENTRAL LEADER, FULL HEAD
44	(8)	SPYRACUS ALBAE 'DANCING'	SPYRACUS ALBAE	2" (24) / 10" - 30" H	AS SHOWN	CONT	ROUND, FULL HEAD
14	(9)	HYDRANGEA PANNICULATA 'HYBRID LAMPY' PFP2873	HYDRANGEA PANNICULATA	2" (24) / 10" - 12" H	AS SHOWN	CONT	ROUND, FULL HEAD
150	(10)	HEX CORONATA	HEX CORONATA	2" (24) / 10" - 12" H	AS SHOWN	CONT	ROUND, FULL HEAD
38	(11)	PHYSCOPHUS OPPOSITIFOLIUS 'TOWN HAT'	TOWN HAT	2" (24) / 10" - 12" H	AS SHOWN	CONT	ROUND, FULL HEAD
15	(12)	SPYRACUS ALBAE	SPYRACUS ALBAE	2" (24) / 10" - 12" H	AS SHOWN	CONT	ROUND, FULL HEAD
84	(13)	QUERCUS LAEVIS	QUERCUS LAEVIS	2" (24) / 10" - 12" H	AS SHOWN	CONT	ROUND, FULL HEAD, UNIFORM BRANCHING
33	(14)	TELIA AMERICANA	TELIA AMERICANA	2" (24) / 10" - 12" H	AS SHOWN	CONT	ROUND, FULL HEAD, UNIFORM BRANCHING
284	(15)	ARCTOSTAPHYLOS UVA-URSI 'MORNINGSTAR'	MORNINGSTAR	2" (24) / 8" - 12" H	AS SHOWN	CONT	FULL HEAD UNIFORM GROWTH
110	(16)	ANNUAL BEDDING PLANTS	ANNUAL BEDDING PLANTS	10" O.C.	POI	SEE SPEC & ACTUALLY GROWING	
150	(17)	POA PRATIENSIS 'MAGNIFICENT'	MAGNIFICENT	3 LBS / 1000 SF	SOLD	SEE SPEC & ACTUALLY GROWING	
150	(18)	POA PRATIENSIS 'MAGNIFICENT'	MAGNIFICENT	3 LBS / 1000 SF	SOLD	SEE SPEC & ACTUALLY GROWING	

NOTE: SYMBOLS SHOWN IN TABLE ABOVE ARE FOR SPECIFICATION ONLY. PLANT SIZE SHOWN IN THE TABLE IS NOT NECESSARILY TO BE REPRESENTATIVE OF THE PLANT AT OTHER INSTALLATION OR MATURE APPEARANCE OF THE LANDSCAPE ARCHITECT.

RECEIVED
SEP 15 2020
PLANNING
811 EP
Know what's below,
Call before you dig.

DRAWN AND CHECKED
DATE
8/21/20
SCALE
1"=30'
JOB NO.
N/A
SHEET
14 OF 24 SHEETS



September 18, 2020

Tammi Palm
City of Bellevue Planning Department
1510 Wall Street

RE: Rezoning
Southeast Corner of 25th and Chandler

Ms. Palm,

Carlson Consulting Engineers has filed a rezoning application to rezone a portion of Lot 2 of Kennedy Town Center Replat Four to BG-PCO for future commercial use; said portion of Lot 2 being 2.54 acres and bounded by 25th Street on the west, a new convenience store on the east, Chandler Road to the north and the remaining portion of Lot 2 on the south. Said portion is reflected in the small subdivision plat submitted in conjunction with the rezoning application. The remaining portion of Lot 2 to the south is to be developed with an apartment complex. Plans for this apartment complex have been submitted with the small subdivision and rezoning applications. We feel that a commercial rezoning of this property conforms with the surrounding area in that across Chandler is a Family Dollar, a new commercial development under construction and a Terramota Car dealership. Immediately east is a new convenience and further east down Chandler is Chrysler/Dodge/Jeep dealership. The short Chandler corridor between 25th Street and I-75 is trending commercial development.

Sincerely,

Mike Dedman
Carlson Consulting Engineers, Inc.

RECEIVED
SEP 18 2020
PLANNING DEPT.

Planning Department
City of Bellevue
1510 Wall St

Laura Wyman
7804 S 24th St
September 22, 2020

Ref: Planning application Z-2008-10, S-2008-18

To whom it may concern,

I am writing in opposition to the proposed Deer Creek development at the corner of Chandler St and 25th St. I am a homeowner on the northwest corner of the Kennedy Ridge subdivision, putting this proposed project in my immediate vicinity.

I lived in apartments for years, including right here in Bellevue. I left apartment-living and purchased a house to get away from the noise and constant commotion of apartments. I am sure many others made the same decision. It is very disappointing to think I could find myself in the same circumstance.

This neighborhood is a quiet district with an older demographic. The area as a whole is not a rental/temporary community, but is much stable and permanent. There is even a senior living community adjacent to the lot in question. Multi-family residences are non congruent for this area.

The increase in traffic that this project would bring is very concerning. There is already a high rate of speeding on side streets by drivers avoiding the light at 25th and Chandler. With Walnut Creek senior living center and Chandler View Elementary near the proposed site, the increase in traffic will not only be a nuisance for residents, but also a major safety hazard. In these very uncertain times, I am also concerned about a potentially unfinished, vacated eye sore should finances fail.

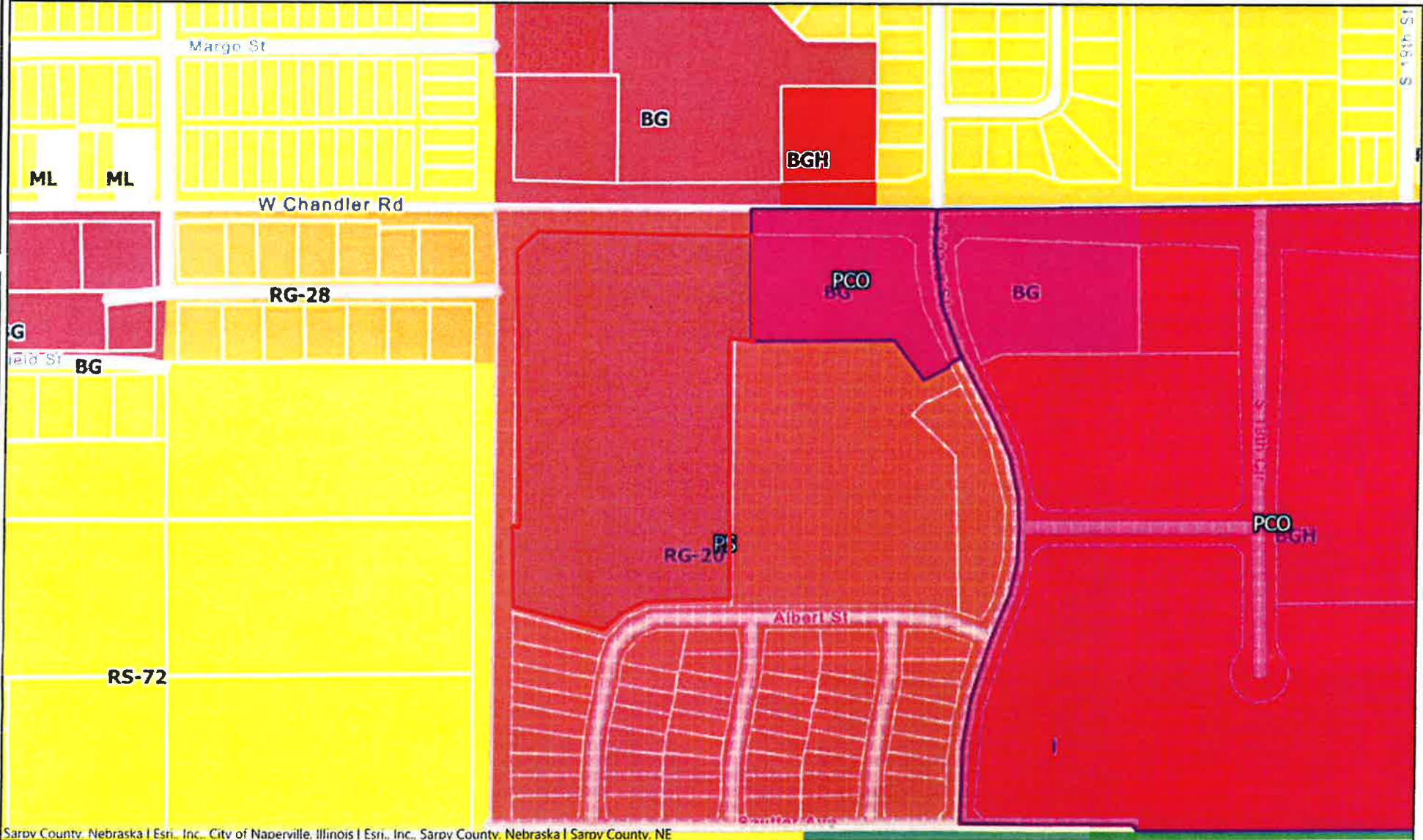
When buying my home, Bellevue was first on my list. That was because I knew I would be able to successfully find a quiet, residential neighborhood with the benefits of Sarpy County. I understand the need for growth, but I do ask of you to consider your current residents.

Thank you.

Sincerely,

Laura Wyman

RECEIVED
SEP 22 2020
PLANNING DEPT.

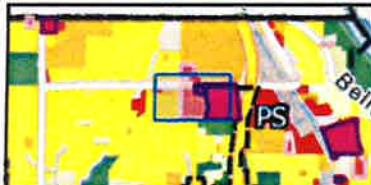


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



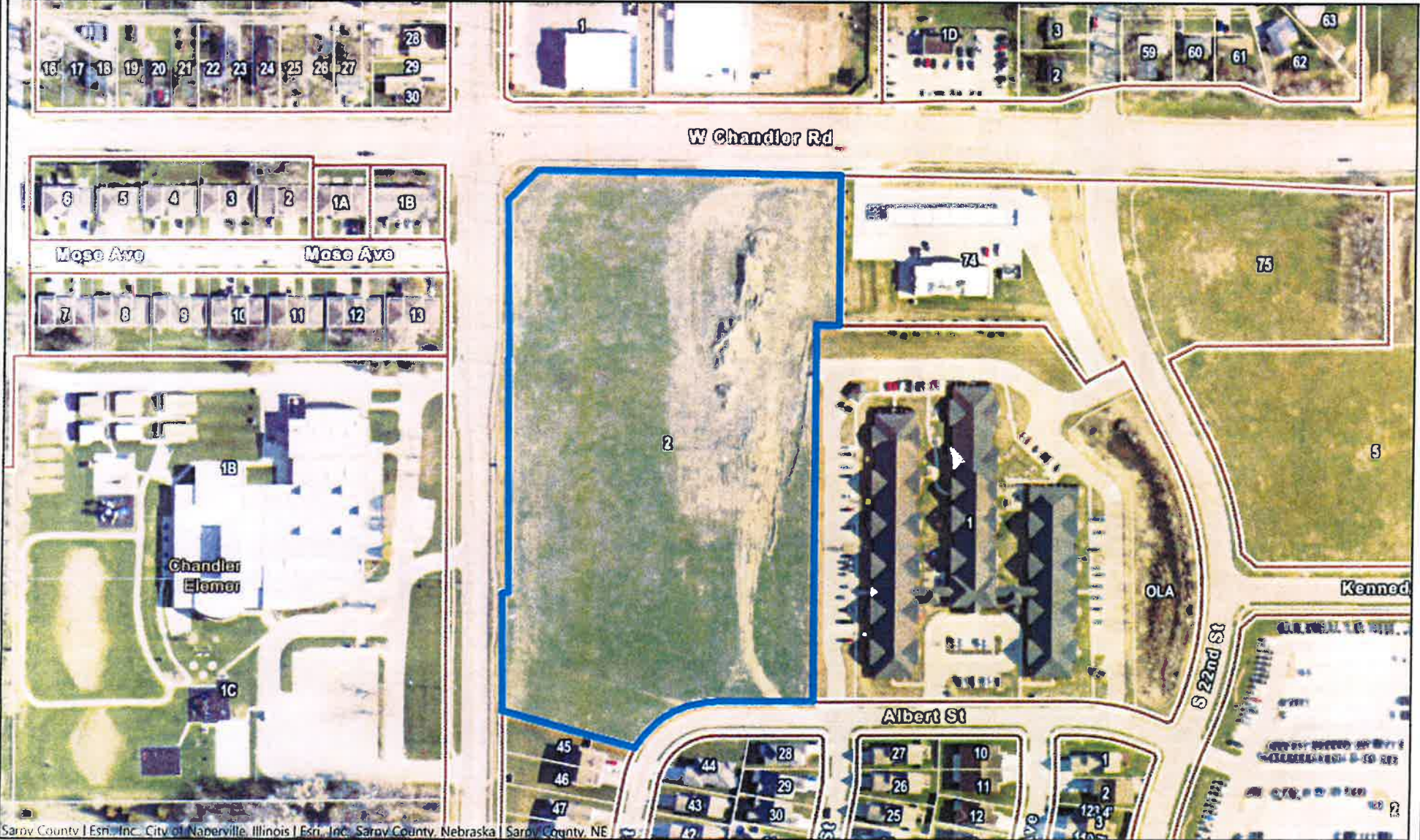
Map Scale 1: 4514

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



Notes





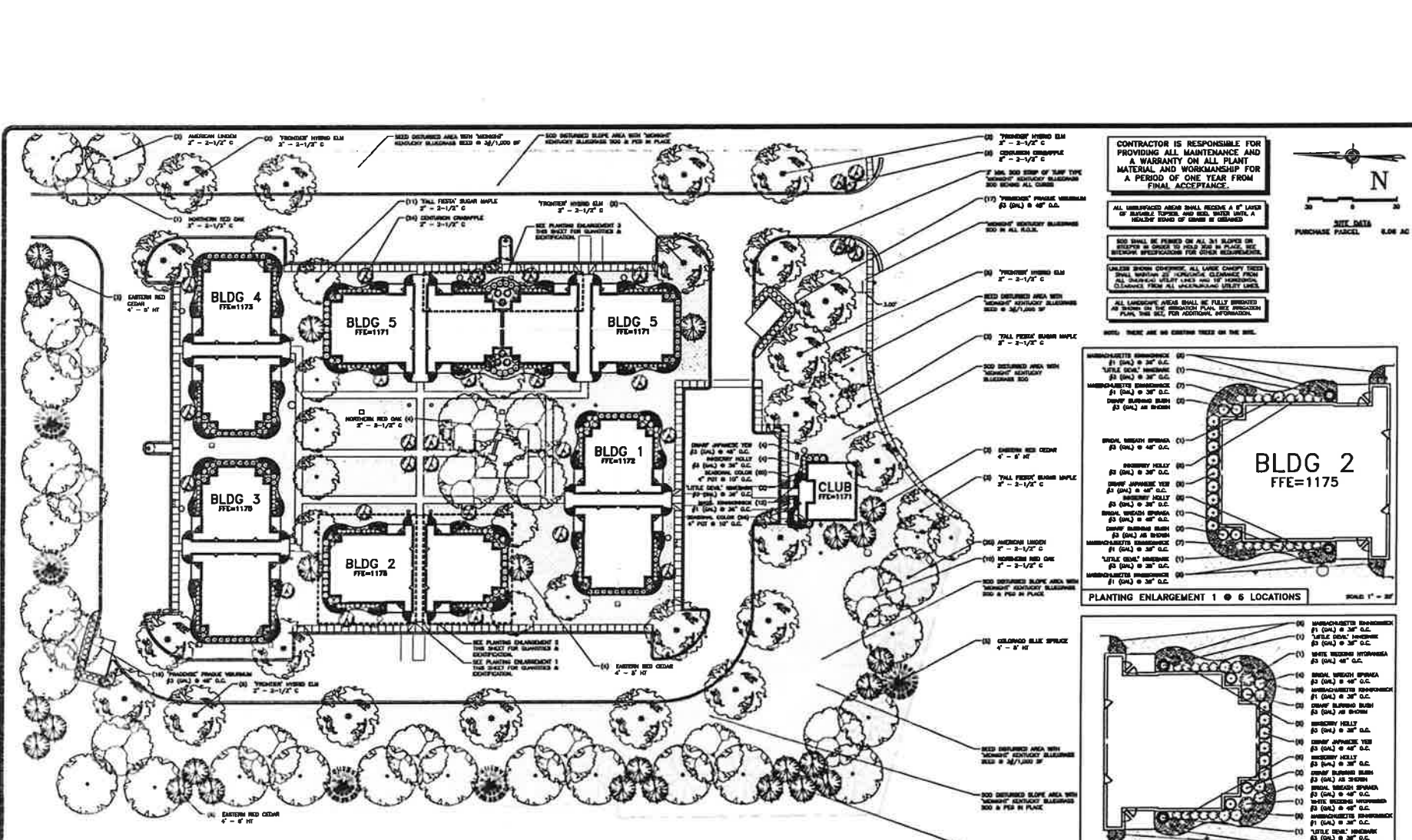
Map Scale 1: 3185

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



Notes





CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL MAINTENANCE AND WARRANTY ON ALL PLANT MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE.

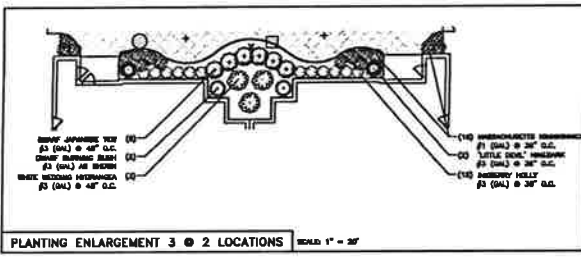
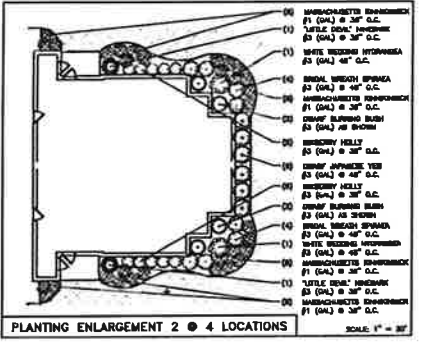
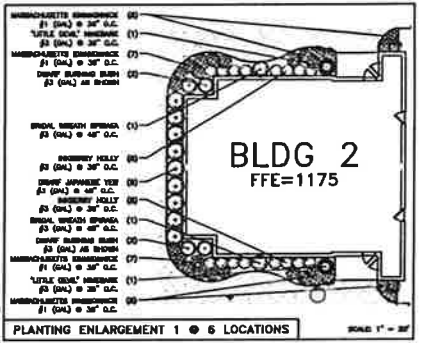
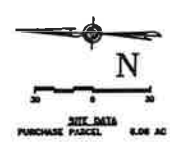
ALL UNBUDGED AREAS SHALL RECEIVE A 1" LAYER OF STABLE TOPSOIL AND BEED WATER WITH A HEALTHY SOIL OF COME IN GRADES.

SOIL SHALL BE FINISHED ON ALL 31 SLOPES OR STEEPER TO BE FULLY IN PLACE. SEE SECTION SPECIFICATIONS FOR OTHER REQUIREMENTS.

UNLESS SHOWN OTHERWISE, ALL LARGE CHOPPY TREES SHALL MAINTAIN 25' HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITY LINES AND 10' HORIZONTAL CLEARANCE FROM ALL UNDERGROUND UTILITY LINES.

ALL LANDSCAPE AREAS SHALL BE FULLY BUDGED AND SHOWN ON THE SUBMITTED PLAN. SEE PROVISION PLAN, THIS SET, FOR ADDITIONAL INFORMATION.

NOTE: THERE ARE NO EXISTING TREES ON THE SITE.



PLANT SCHEDULE

QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE (BOTH DIMS TO BE MET)	SPACING	CONDITION	REMARKS
17	(1)	ACER FRAXINUS 'SILVER MAPLE'	TALL FRAXINUS SILVER MAPLE	2" - 3-1/2" C / 12" - 12" H	AS SHOWN	BAR	FULL HEAD W/UNIFORM GROWTH
26	(2)	JANIPARUS VIRGINIANA	EASTERN RED CEDAR	4" - 8" H	AS SHOWN	BAR/FOOT	FALL TO GROUND W/UNIFORM GROWTH
30	(3)	MALUS X 'TENTHRA'	CONTINENTAL CRANAPPLE	2" - 3-1/2" C / 8" - 10" H	AS SHOWN	BAR	STRONG CENTRAL LEADER, FULL HEAD
8	(4)	PRUNUS PANDORA 'SILVER'	COLORADO BLUE SPRUCE	4" - 8" H	AS SHOWN	BAR	STRONG CENTRAL LEADER, FULL HEAD
13	(5)	QUERCUS RUBRA	NORTHERN RED OAK	2" - 3-1/2" C / 12" - 12" H	AS SHOWN	BAR	STRONG CENTRAL LEADER, FULL HEAD
22	(6)	TILIA AMERICANA	AMERICAN LINDEN	2" - 3-1/2" C / 12" - 12" H	AS SHOWN	BAR/FOOT	STRONG CENTRAL LEADER, FULL HEAD
23	(7)	ULMUS (CAMPANULATA X PARVIFLORA) 'THORNHOLT'	TRICOLOR HYBRID ELM	2" - 3-1/2" C / 12" - 12" H	AS SHOWN	BAR	STRONG CENTRAL LEADER, FULL HEAD
44	(8)	ERANthis ALABUS 'CONCHINA'	UNWEED BURNING BUSH	3" (DIA) / 12" - 24" H	AS SHOWN	CONT	ROUND, FULL HEAD
124	(9)	STENOBAEUS FRAXINOLATA HYBRID 'LAMPY' PPM873	WHITE REDDING HYDRANGEA	3" (DIA) / 12" - 18" SPD	48" O.C.	CONT	ROUND, FULL HEAD
134	(10)	KECK COFFINUS	REDBERRY HOLLY	3" (DIA) / 12" - 18" SPD	36" O.C.	CONT	ROUND, FULL HEAD
28	(11)	PHYTOCAMPUS ORNATIFOLIUS 'TOWER WAY'	'LITTLE OAK' HORNBEAM	3" (DIA) / 12" - 18" H	36" O.C.	BAR/FOOT	FULL HEAD W/UNIFORM GROWTH
41	(12)	SPARGANGLIA FRAXINOLATA	SMALL REDDING HYDRANGEA	3" (DIA) / 12" - 18" SPD	48" O.C.	CONT	ROUND, FULL HEAD
34	(13)	STAGS CLIPPERIA 'TINK'	SHAW JAPANESE YEW	3" (DIA) / 12" - 18" SPD	48" O.C.	CONT	ROUND, FULL HEAD, UNIFORM BRANCHING
33	(14)	WILLIAMIA 'FRONDSIDE'	FRONTSIDE YEW	3" (DIA) / 12" - 18" SPD	48" O.C.	CONT	ROUND, FULL HEAD, UNIFORM BRANCHING
362	(15)	ARCTOSTAPHYLOS UVA-URSI 'MUNICHGARTEN'	MUNICHGARTEN BURNINGBUSH	3" (DIA) / 8" - 12" SPD	36" O.C.	CONT	FULL HEAD UNIFORM GROWTH
114	(16)	ANEMIL NIDENSIS PLANTS	REDWOOD COLOR	4" POT, 2" - 4" H	10" O.C.	POT	WEEK PRICE & ACTIVELY GROWING
734	(17)	POA PRINCEPS 'WINDMILL'	'WINDMILL' BENTGRASS BLUEGRASS SOLO	4" POT, 2" - 4" H	10" O.C.	POT	WEEK PRICE & ACTIVELY GROWING
734	(18)	POA PRINCEPS 'WINDMILL'	'WINDMILL' BENTGRASS BLUEGRASS SOLO	3 LBS / 1000 SF	SOLO	SOLO	SEE PLAN - SEE SOLO RATE

NOTE: SYMBOLS SHOWN IN TABLE ABOVE ARE FOR SPECIFIC IDENTIFICATION ONLY. PLANT SIZE SHOWN IN THE TABLE IS NOT INTENDING TO BE REPRESENTATIVE OF THE PLANT AT OTHER INSTANTIONS OR MATURITY.

NOTE: NO SUBSTITUTIONS OF PLANT MATERIALS ARE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.

NO.	REVISIONS

NOT FOR CONSTRUCTION

Trinity Housing
L J Development, LLC
3008 S. CALDWELL CIRCLE, SUITE 4
BEAVER CREEK, MO 64013
PH: (417) 468-7101

DEER CREEK VILLAGE
PLANTING PLAN
BELLEVUE, NEBRASKA

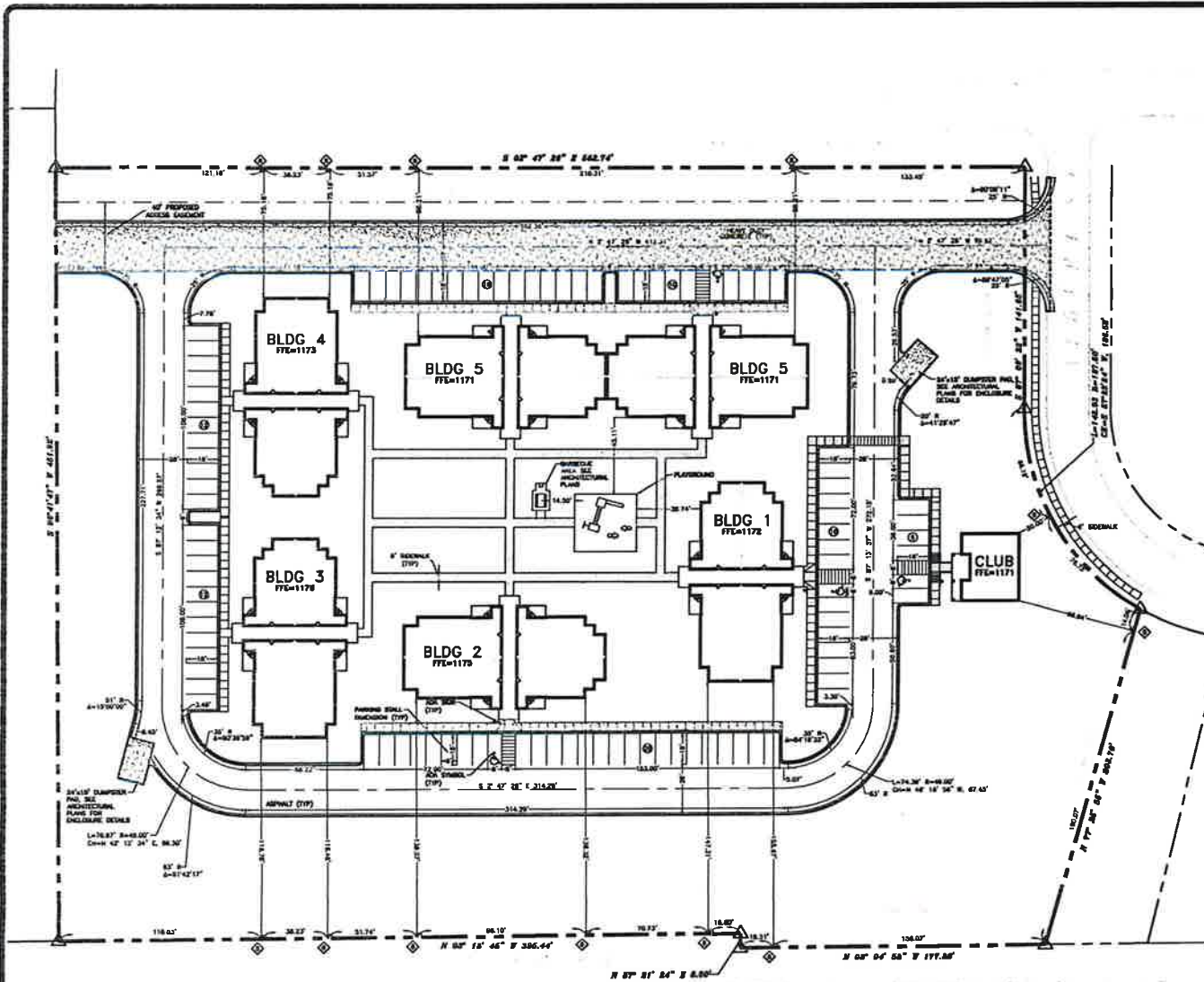
CARLSON CONSULTING ENGINEERS, INC.
1000 W. 12TH STREET
LINCOLN, NE 68502
PH: (402) 441-1177

RECEIVED
SEP 15 2020
PLANNING DEPT
811 EP
Know what's below.
Call before you dig.

DRAWN AND CHECKED
DATE
8/21/20
SCALE
1"=30'
JOB NO.
N/A
SHEET
14 OF 24 SHEETS

RECEIVED
SEP 15 2020

PLANNING DEPT



SITE DATA

LOT AREA	6.08 AC
PERMITS	200' OF BUILDING

BUILDING DATA

BLDG 1	2 UNITS
BLDG 2	8 UNITS
BLDG 3	8 UNITS
BLDG 4	12 UNITS
BLDG 5	12 UNITS
CLUB	1 UNIT
TOTAL UNITS	43

PARKING DATA

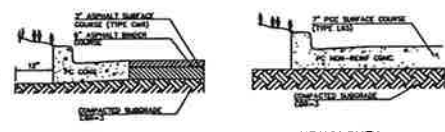
MINIMUM REQUIRED	N/A
PROPOSED	54
AVAILABILITY	54
PERCENTAGE	125%



LEGEND

- PROPERTY LINE
- BUILDING FOOTING
- ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE
- 4" BASED CONCRETE CURB
- SIDE OF PAVEMENT
- PIPE BOLLARD
- HAWKSTOP PARKING SYMBOL
- PARKING CURB
- DOUBLE SOLID YELLOW LINE
- SIGN
- LIGHT POLE
- TRANSFORMER PAD

- NOTES**
- ALL NEW AND EXISTING SHALL COMPLY WITH ALL ALL APPLICABLE AND CODES, ORDINANCES, REGULATIONS, AND PROJECT SPECIFICATIONS. MOST EXISTING REQUIREMENTS SHALL SURVIVE.
 - CONTRACTOR SHALL REFER TO THE BUILDING PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF STUDY, FINISH BUILDING DIMENSIONS AND EXISTING BUILDING QUALITY EXISTING LOCATIONS.
 - ALL EXISTING AREAS ARE TO BE KEPT FOUR INCHES OF TOPSOIL, SOIL AND/OR LANDSCAPING UNDER A HEALTHY SOIL OF CLASS B UNLESS NOTED TO PLANNING DEPT. SEE SET FOR ADDITIONAL INFORMATION.
 - ALL SIGN ARE 2' AND ALL SIGN ANGLES ARE 90 DEGREES.
 - ALL NECESSARY INSPECTIONS, APPROVALS AND/OR CONDITIONS REQUIRED BY CODES AND/OR AGENCIES SHALL BE COMPLETED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND THE FINAL SUBMITTAL OF PERMITS.
 - CONTRACTOR SHALL EXERCISE EXTREME CARE IN THE PERFORMANCE OF CONSTRUCTION ACTIVITIES IN THE VICINITY OF EXISTING UTILITIES. EXISTING UTILITIES THAT CONFLICT WITH THE PLANNED IMPROVEMENTS SHALL BE RELOCATED OR LINGERED IN PLACE BY THE CONTRACTOR TO MEET THE REQUIREMENTS AND APPROVAL REQUIREMENTS ESTABLISHED BY LOCAL, STATE, FEDERAL AND FEDERAL AGENCIES. NOTICE TO THE CONTRACTOR OF THE LOCATION AND DEPTH OF UTILITIES SHALL BE PROVIDED TO THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ANY UTILITIES NOT SHOWN ON THE PLANS SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND MARK PRIOR TO ANY PLANNED CONSTRUCTION TO VERIFY LOCATION, DEPTH AND TYPE. UTILITIES SHALL BE MARKED WITH RED AND WHITE PINS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MARK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
 - ACCESSIBLE PARKING SPACE TYPICAL, SEE DETAIL. MUST BE ACCESSIBLE PARKING SPACE SIZE, SIGN, AND SYMBOL. (SEE) MARKERS WITH ACCESSIBLE SYMBOLS.
 - PAVING THE DRIVE FROM THE CORNER OF BUILDING TO A POINT PERPENDICULAR TO THE PROPERTY LINE.
 - LANDING BUILDING SIGN, POLE, FIXTURE, AND CONDUIT TO BE LOCATED BY ARCHITECT. REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.
 - LANDSCAPING ARE SHOWN TO THE EDGE OF PAVEMENT (SMA).
 - ALL CURBS SHALL BE CONCRETE CURB A DUTY 4" BASED. SEE DETAIL SHEET FOR ADDITIONAL INFORMATION.
 - SEE THE UTILITY PLANS FOR PARKING LOT LIGHTING.
 - TRAFFIC SIGN MARKERS REFER TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
 - ALL DRIVE AREAS ARE TO BE PAVED.
 - ALL EXISTING DRIVEWAYS SUCH AS ACCESSIBLE DRIVEWAYS AND DRIVEWAYS SHALL BE PAVED USING TEMPLATES.
 - CONNECT TO EXISTING CURB AND/OR SIDEWALK MATCH EXISTING IN GRADE, TYPE AND ALIGNMENT.
 - CONNECT TO EXISTING SIDE OF PAVEMENT WHICH EXISTING IN GRADE AND ALIGNMENT.
 - AS SHOWN PROPERTY LIES IN ZONE A, AND IS DETERMINED TO BE CLASSIFIED A FLOOD HAZARD AREA. INFORMATION PROVIDED BY FEMA'S FLOOD INSURANCE RATE MAP NUMBER 48113001AK, WITH AN EFFECTIVE DATE OF JULY 7, 2014.
 - CONTRACTOR AND SUBMITTER MUST VERIFY EXISTING UTILITIES TO HIGH PLANS FOR ADDITIONAL INFORMATION.
 - CONTRACTOR SHALL VERIFY EXISTING PAVEMENT AS SHOWN TO ALLOW FOR A CLEAN, SEAMLESS JOINT BETWEEN OLD AND NEW SURFACES. CONTRACTOR SHALL REMOVE ALL PAVEMENT, SIGN, SIDEWALK, CURB, ETC. WITHIN SHOWN LIMITS OF CONSTRUCTION.
 - REFER TO ACCESSIBLE SIGN DETAIL FOR MARKING REQUIREMENTS AT ACCESSIBLE DRIVE.
 - BLDG 1 AND BLDG 2 ARE ACCESSIBLE DRIVEWAYS. SHALL NOT EXCEED 1.5% IN THE DIRECTION OF TRAVEL AND 1.5% CROSS SLOPE. THE SLOPE WITHIN ALL ADA PARKING SPACES AND ACCESSIBLE SHALL NOT EXCEED 1.5% IN ALL DIRECTIONS. SEE ADA PLANS FOR ADDITIONAL INFORMATION.
 - TYPE B CURB & GUTTER.



ASPHALT PAVING
HEAVY DUTY CONCRETE PAVING
PG70-28 ASPHALT PAVING (MAX=98)

- FOR PREPARATION OF PAVEMENT SURFACE, ALL PLACED IN 8 INCH MAXIMUM LIFTS TO FINISHED SURFACE ELEVATION SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D-1556). THE SOIL'S MOISTURE CONTENT SHALL BE AT -2% TO +2% OF THE SOIL'S OPTIMUM MOISTURE WALK AT THE OF COMPACTION.
- IMMEDIATELY BEFORE PAVING, CONTRACTOR TO PROTECT WITH A LIGHTED TAMING AXLE DAMP BRUSH AND REPAIRING DEEP SURFACE DEFECTS. THE CURB SURFACE SHALL BE COMPACTED TO A DEPTH OF 4 INCHES AND UNIFORMLY COMPACTED TO AT LEAST 98% OF STANDARD PROCTOR.
- CONCRETE SURFACE COURSE AND FINISH COURSE MATERIALS SHALL BE IN ACCORDANCE WITH TYPE SPECIFIED IN SECTION AND OF THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2003 EDITION.
- THE PORTLAND CEMENT CONCRETE PAVEMENT SURFACE SHALL BE IN ACCORDANCE WITH APPROPRIATE CONCRETE FOR PAVEMENT AS PER ASTM C-111 AND SECTION 300 OF THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2003 EDITION. THE SURFACE SHALL BE DESIGNED TO DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS WITH A 4 INCH MAXIMUM SLAB AND 3/8 TO 1/2 INCH EXPANDED AIR.
- CONTRACTOR SHALL PROVIDE A FINE COAT AND TIE COAT AS SPECIFIED IN PROJECT SPECIFICATIONS.

REVISIONS

NO	
----	--

NOT FOR CONSTRUCTION

Trinity Housing
LLC Development, LLC
3000 S. CLEARVIEW DRIVE, SUITE 4
BELLEVUE, NEBRASKA
PH: (417) 862-1700

DEER CREEK
VILLAGE
SITE PLAN
BELLEVUE, NEBRASKA

CARLSON CONSULTING ENGINEERS, INC.
1000 S. 10TH STREET, SUITE 100
LINCOLN, NEBRASKA 68502
TEL: (402) 441-1100
FAX: (402) 441-1101



DRAWN
CHECKED
DATE
SCALE
JOB NO.
SHEET

--	--	--	--	--	--

ORDINANCE NO. 4014

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 25th STREET AND W CHANDLER 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 2, Kennedy Town Center Replat Seven, being a replat of Lot 2 Kennedy Town Center Replat Four, located in the Southwest $\frac{1}{4}$ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

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

AND

Lot 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2 Kennedy Town Center Replat Four, located in the Southwest $\frac{1}{4}$ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

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

(Carlson Consulting Engineers, Inc)

Section 2. This ordinance shall not take effect until such time as the final plat of Kennedy Town Center Replat Seven 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.

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 10/06/2020
Second Reading: 10/20/2020
Third Reading: 11/03/2020

Bellevue City Council

1500 Wall St

October 14, 2020

Laura Wyman

7804 S 24th St

Bellevue 68147

Ref: Planning application Z-2008-10, S-2008-18

To whom it may concern,

I am writing in opposition to the proposed Deer Creek development at the corner of Chandler Road and 25th St. I am a homeowner on the northwest corner of the Kennedy Ridge subdivision, putting this proposed project in my immediate vicinity.

I lived in apartments for years, including right here in Bellevue. I left apartment-living and purchased a house to get away from the noise and constant commotion of apartments. I am sure many others made the same decision. It is very disappointing to think I could find myself in the same circumstance.

This neighborhood is a quiet district with an older demographic. The area as a whole is not a rental/temporary community, but is much stable and permanent. There is even a senior living community adjacent to the lot in question. Multi-family residences are non congruent for this area.

The increase in traffic that this project would bring is very concerning. There is already a high rate of speeding on side streets by drivers avoiding the light at 25th and Chandler. With Walnut Creek senior living center and Chandler View Elementary near the proposed site, the increase in traffic will not only be a nuisance for residents, but also a major safety hazard. In these very uncertain times, I am also concerned about a potentially unfinished, vacated eye sore should finances fail.

When buying my home, Bellevue was first on my list. That was because I knew I would be able to successfully find a quiet, residential neighborhood with the benefits of Sarpy County. I understand the need for growth, but I do ask of you to consider your current residents.

Thank you.

Sincerely,

Laura Wyman

RECEIVED
OCT 15 2020
CITY CLERK

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11d.
11/03/2020

COUNCIL MEETING DATE: 10/06/2020	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 type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

An ordinance to amend Sections 18-106 to 18-112 of the Bellevue Municipal Code pertaining to Reserved Spaces for Handicapped Persons.

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 18-106 to 18-112 of the Bellevue Municipal Code pertaining to Reserved Spaces for Handicapped Persons.

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 to amend Sections 18-106 to 18-112 of the Bellevue Municipal Code pertaining to Reserved Spaces for Handicapped Persons.

ATTACHMENTS:

1. Red-Lined	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:

A. Bree Roblins

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

ORDINANCE NO. 4016

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. 18-106. - Definitions.

For the purposes of this Division, the following words and phrases shall have the meanings respectively ascribed to them:

Access aisle: A space adjacent to a handicapped parking space or passenger loading zone which is constructed and designed in compliance with the federal Americans with Disabilities Act of 1990, being 42 U.S.C. 12101 et seq., and the federal rules and regulations adopted and promulgated in response to the act, as the act and the rules and regulations existed on ~~May 31, 2001~~ January 1, 2020.

Handicapped or disabled person: Any individual with a severe visual or physical impairment which limits personal mobility and results in an inability to travel unassisted more than 200 feet without the use of a wheelchair, crutch, walker, or prosthetic, orthotic, or other assistant device; any individual whose personal mobility is limited as a result of respiratory problems; any individual who has a cardiac condition to the extent that his or her functional limitations are classified in severity as being Class III or Class IV, according to standards set by the American Heart Association; and any individual who has permanently lost all or substantially all the use of one or more limbs.

Paraplegic license plate: A license plate as designated by, and issued under, the provisions of section ~~60-311.14~~ 60-3,113, Revised Statutes of Nebraska 1943, as amended.

Person: As used by itself and not as a part of the defined terms "handicapped or disabled person" and/or "temporarily handicapped or disabled person," the term "person" shall mean any person, persons, firm, or corporation, or agents, servants or employees of any person, persons, firm or corporation.

Temporarily handicapped or disabled person: Any handicapped or disabled person whose personal mobility is expected to be limited in such manner for no longer than one year.

Sec. 18-107. - Handicapped parking infraction; citation issuance; enforcement; penalties.

(a) It shall be unlawful for any person to park a vehicle in any on-street parking space or access aisle which has been exclusively designated pursuant to section 18-109 for handicapped or disabled persons or temporarily handicapped or disabled persons or motor vehicles for the transportation of handicapped or disabled persons or temporarily handicapped or disabled persons, or in any so exclusively designated parking space or access aisle in any off-street parking facility, without proper identification of such vehicle in accordance with section 18-111 or when the handicapped or disabled person to whom or for whom, as the case may be, the license plate or permit is issued will not enter or exit the vehicle while it is parked in the designated space or access aisle.

(b) Any person who violates the provisions of this section shall be in violation of section 18-86 and shall be guilty of a handicapped parking infraction as defined in ~~section 18-1741.01 Neb. R.S. 18-1741.02. Reissue Revised Statutes of Nebraska 1943, as amended.~~

(c) The chief of police is hereby authorized to assign persons to exercise the authority to issue a citation for any handicapped parking infraction set forth in this section, in the manner prescribed by sections ~~18-1736 to 18-1741 and~~ 18-1741.01 to 18-1741.07, Reissue Revised Statutes of Nebraska 1943, as amended. When a person has committed a handicapped parking infraction, any law enforcement officer and/or any person properly assigned by the chief of police to exercise citation authority pursuant to this section, may issue a handicapped parking citation, which complies with the requirements set forth in sections 18-1741.03 to 18-1741.04, Reissue Revised Statutes of Nebraska 1943, as amended.

(d) Any person found guilty of a handicapped parking infraction shall upon a first conviction be subject to a fine of ~~\$100.00~~ \$150.00 plus court costs; upon a second conviction for the same infraction within a ~~two-one~~ year period after the first conviction be subject to a fine not less than \$100.00 and not more than \$300.00 plus court costs; and upon a third or subsequent conviction for the same infraction within a ~~two-one~~-year period after the first conviction be subject to a fine not less than \$200.00 and not more than \$500.00 plus court costs.

Sec. 18-108. - Off-street or privately-owned parking facility; citation; removal; tow-away authority.

When any law enforcement officer or person authorized by the chief of police to issue a handicapped parking citation observes or is advised by the owner or person in lawful control of an off-street or privately owned parking facility that a motor vehicle may be parked thereon in violation of this article, he or she shall make a determination as to whether a violation has, in fact, occurred, and if so shall personally serve or attach to such motor vehicle a citation pursuant to the provisions of section 29-424, Reissue Revised Statutes of Nebraska 1943, as amended, directed to the owner or operator of such vehicle, which shall set forth the nature of the violation. If the identity of the operator of a motor vehicle in violation of this section cannot reasonably be determined, the owner or person in whose name such vehicle is registered shall be held prima facie responsible for such violation. Any person who refuses to sign the citation or otherwise comply with the command

of the citation shall be punished as provided in section 29-426, Reissue Revised Statutes of Nebraska 1943, as amended. In no event shall any law enforcement officer or person authorized by the chief of police to issue a handicapped parking citation be expected to remove any such unauthorized vehicles as described herein. Responsibility for removal of such unauthorized vehicles shall be with the owner of the off-street or privately-owned parking facility, or the person in lawful control thereof pursuant to section 60-2401.01, Reissue Revised Statutes of Nebraska 1943, as amended.

Sec. 18-109. - Designation of handicapped parking spaces.

(a) The police department, based upon a study of the need for reserved handicapped parking spaces, is hereby authorized to designate parking spaces, including access aisles, for the exclusive use of handicapped and disabled persons or temporarily handicapped or disabled persons in accordance with sections 18-1736 and 18-1737, Reissue Revised Statutes of Nebraska 1943, as amended.

(b) If the police department so designates a parking space or access aisle, the city shall post aboveground and immediately adjacent to and visible from each space or access aisle a sign as described in section 18-1737, Reissue Revised Statutes of Nebraska 1943, as amended.

(c) No fee shall be charged for such reserved parking spaces for handicapped or disabled or temporarily handicapped or disabled persons.

Sec. 18-110. - Construction of handicapped parking privileges; rebuttable presumption against able-bodied drivers.

Nothing contained in the provisions of this article shall be construed to mean the granting of parking privileges or conveniences for the sole benefit of able-bodied drivers of motor vehicles bearing either paraplegic license plates as provided for in section ~~60-311.14~~ 60-3,113.06, Reissue Revised Statutes of Nebraska 1943, as amended, ~~or a handicap permit as provided for in section 18-1739, Reissue Revised Statutes of Nebraska 1943, as amended.~~ A rebuttable presumption shall exist that an able-bodied driver of a motor vehicle bearing either paraplegic license plates, or a handicap permit, as defined herein, is in violation of this section when parking in a space reserved for handicapped or disabled persons or parking in a publicly owned parking space reserved for handicapped or disabled persons, and said driver is not in the process of transporting to or from such parking space a handicapped or disabled person as defined herein.

Sec. 18-111. - Identification of vehicles.

Any vehicle parked in a parking space reserved under section 18-109 shall be identified as specified in section ~~60-311.14~~ 60-3,113.06 ~~or section 18-1739~~, Reissue Revised Statutes of Nebraska 1943, as amended.

Sec. 18-112. - Permits; issuance; procedure; renewal; place of application; period valid.

(a) Pursuant to section ~~18-1738~~ 60-3,113.02, Reissue Revised Statutes of Nebraska 1943, as amended, any handicapped or disabled person or temporarily handicapped or disabled person or such person's parent, legal guardian, or foster parent may apply to the city clerk for a motor vehicle permit that will entitle the holder thereof or a person driving a motor vehicle for the purpose of transporting such holder to park in those spaces or access aisles reserved pursuant to section 18-109 as well as other spaces and access aisles reserved pursuant to sections 18-1736 to ~~18-1741~~ 18-1737, Reissue Revised Statutes of Nebraska 1943, as amended, when the holder of the permit will enter or exit the motor vehicle while it is parked in such spaces or access aisles. For purposes of this subsection (a), the handicapped or disabled person or temporarily handicapped or disabled person shall be considered the holder of the permit. A person desiring to make application for a permit or for the renewal of a permit under this subsection (a) shall follow the application, issuance and renewal procedures set forth under sections ~~18-1738 to 18-1741~~ 60-3,113.02, Reissue Revised Statutes of Nebraska 1943, as amended, which procedures require the applicant to complete an application, provide proof of identity and submit a completed medical form on forms provided by the department of motor vehicles to the city clerk.

(b) Pursuant to section ~~18-1738.01~~ 60-3,113.03, Reissue Revised Statutes of Nebraska 1943, as amended, any person may apply to the city clerk for a motor vehicle permit that will entitle the holder thereof or a person driving the motor vehicle for the purpose of transporting handicapped or disabled persons or temporarily handicapped or disabled persons to park in those spaces or access aisles reserved pursuant to section 18-109 as well as other spaces and access aisles reserved pursuant to sections 18-1736 to ~~18-1741~~ 18-1737, Reissue Revised Statutes of Nebraska 1943, as amended, if the motor vehicle is used primarily for the transportation of handicapped or disabled persons or temporarily handicapped or disabled persons and at least one such persons will enter or exit the motor vehicle while such motor vehicle is parked in such designated spaces or access aisles. A person desiring to make application for a permit or for the renewal of a permit under this subsection (b) shall follow the application, issuance and renewal procedures set forth under sections ~~18-1738 to 18-1741~~ 60-3,113.03, Reissue Revised Statutes of Nebraska 1943, as amended, which procedures require the applicant to complete application forms on forms provided by the department of motor vehicles to the city clerk and to demonstrate to the city clerk that the vehicle will be used primarily for the transportation of handicapped or disabled persons or temporarily handicapped or disabled persons.

(c) The city clerk shall only accept applications for a permit or for the renewal of a permit made under this section that are in compliance with the provisions of section ~~18-1738.02~~ 60-3,113.02 Reissue Revised Statutes of Nebraska 1943, as amended.

(d) In accordance with section ~~18-1740~~ 60-3,113.05, Reissue Revised Statutes of Nebraska 1943, as amended, all permanently issued permits for handicapped or disabled parking authorized pursuant to this section shall be issued for a period ending on ~~September 30 of the third year after the date of issuance and shall expire on that date.~~ the last day of the month of the applicant's birthday in the sixth year after issuance and shall expire on that day.

(e) In accordance with section ~~18-1740~~ 60-3,113.05, Reissue Revised Statutes of Nebraska 1943, as amended, all permits authorized pursuant to this section for temporarily handicapped or disabled parking shall be issued by the department of motor vehicles for a period ending not more than six months after the date of issuance but may be renewed one time for a period not to exceed six months.

Sec. 18-113. - Same—Contents.

A permit issued pursuant to subsection (a) or subsection (b) of section 18-112 shall comply with the content requirements set forth in section ~~18-1739~~ 60-1,113.04, Reissue Revised Statutes of Nebraska 1943, as amended.

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:

City Clerk

Mayor

First Reading _____
Second Reading _____
Third Reading _____

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 4016

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. 18-106. - Definitions.

For the purposes of this Division, the following words and phrases shall have the meanings respectively ascribed to them:

Access aisle: A space adjacent to a handicapped parking space or passenger loading zone which is constructed and designed in compliance with the federal Americans with Disabilities Act of 1990, being 42 U.S.C. 12101 et seq., and the federal rules and regulations adopted and promulgated in response to the act, as the act and the rules and regulations existed on ~~May 31, 2001~~ January 1, 2020.

Handicapped or disabled person: Any individual with a severe visual or physical impairment which limits personal mobility and results in an inability to travel unassisted more than 200 feet without the use of a wheelchair, crutch, walker, or prosthetic, orthotic, or other assistant device; any individual whose personal mobility is limited as a result of respiratory problems; any individual who has a cardiac condition to the extent that his or her functional limitations are classified in severity as being Class III or Class IV, according to standards set by the American Heart Association; and any individual who has permanently lost all or substantially all the use of one or more limbs.

Paraplegic license plate: A license plate as designated by, and issued under, the provisions of section ~~60-311.14~~ 60-3,113, Revised Statutes of Nebraska 1943, as amended.

Person: As used by itself and not as a part of the defined terms "handicapped or disabled person" and/or "temporarily handicapped or disabled person," the term "person" shall mean any person, persons, firm, or corporation, or agents, servants or employees of any person, persons, firm or corporation.

Temporarily handicapped or disabled person: Any handicapped or disabled person whose personal mobility is expected to be limited in such manner for no longer than one year.

Sec. 18-107. - Handicapped parking infraction; citation issuance; enforcement; penalties.

(a) It shall be unlawful for any person to park a vehicle in any on-street parking space or access aisle which has been exclusively designated pursuant to section 18-109 for handicapped or disabled persons or temporarily handicapped or disabled persons or motor vehicles for the transportation of handicapped or disabled persons or temporarily handicapped or disabled persons, or in any so exclusively designated parking space or access aisle in any off-street parking facility, without proper identification of such vehicle in accordance with section 18-111 or when the handicapped or disabled person to whom or for whom, as the case may be, the license plate or permit is issued will not enter or exit the vehicle while it is parked in the designated space or access aisle.

(b) Any person who violates the provisions of this section shall be in violation of section 18-86 and shall be guilty of a handicapped parking infraction as defined in ~~section 18-1741.01 Neb. R.S. 18-1741.02. Reissue Revised Statutes of Nebraska 1943, as amended.~~

(c) The chief of police is hereby authorized to assign persons to exercise the authority to issue a citation for any handicapped parking infraction set forth in this section, in the manner prescribed by sections ~~18-1736 to 18-1741 and~~ 18-1741.01 to 18-1741.07, Reissue Revised Statutes of Nebraska 1943, as amended. When a person has committed a handicapped parking infraction, any law enforcement officer and/or any person properly assigned by the chief of police to exercise citation authority pursuant to this section, may issue a handicapped parking citation, which complies with the requirements set forth in sections 18-1741.03 to 18-1741.04, Reissue Revised Statutes of Nebraska 1943, as amended.

~~(d) Any person found guilty of a handicapped infraction shall be fined (a) not more than one hundred fifty dollars for the first offense, (b) not more than three hundred dollars for a second offense within a one-year period, and (c) not more than five hundred dollars for a third or subsequent offense within a one-year period.~~

~~Any person found guilty of a handicapped parking infraction shall upon a first conviction be subject to a fine of \$100.00 plus court costs; upon a second conviction for the same infraction within a two-year period after the first conviction be subject to a fine not less than \$100.00 and not more than \$300.00 plus court costs; and upon a third or subsequent conviction for the same infraction within a two-year period after the first conviction be subject to a fine not less than \$200.00 and not more than \$500.00 plus court costs.~~

Sec. 18-108. - Off-street or privately-owned parking facility; citation; removal; tow-away authority.

When any law enforcement officer or person authorized by the chief of police to issue a handicapped parking citation observes or is advised by the owner or person in lawful control of an off-street or privately owned parking facility that a motor vehicle may be parked thereon in violation of this article, he or she shall make a determination as to whether a violation has, in fact, occurred, and if so shall personally serve or attach to such motor vehicle a citation pursuant to the

provisions of section 29-424, Reissue Revised Statutes of Nebraska 1943, as amended, directed to the owner or operator of such vehicle, which shall set forth the nature of the violation. If the identity of the operator of a motor vehicle in violation of this section cannot reasonably be determined, the owner or person in whose name such vehicle is registered shall be held prima facie responsible for such violation. Any person who refuses to sign the citation or otherwise comply with the command of the citation shall be punished as provided in section 29-426, Reissue Revised Statutes of Nebraska 1943, as amended. In no event shall any law enforcement officer or person authorized by the chief of police to issue a handicapped parking citation be expected to remove any such unauthorized vehicles as described herein. Responsibility for removal of such unauthorized vehicles shall be with the owner of the off-street or privately-owned parking facility, or the person in lawful control thereof pursuant to section 60-2401.01, Reissue Revised Statutes of Nebraska 1943, as amended.

Sec. 18-109. - Designation of handicapped parking spaces.

(a) The police department, based upon a study of the need for reserved handicapped parking spaces, is hereby authorized to designate parking spaces, including access aisles, for the exclusive use of handicapped and disabled persons or temporarily handicapped or disabled persons in accordance with sections 18-1736 and 18-1737, Reissue Revised Statutes of Nebraska 1943, as amended.

(b) If the police department so designates a parking space or access aisle, the city shall post aboveground and immediately adjacent to and visible from each space or access aisle a sign as described in section 18-1737, Reissue Revised Statutes of Nebraska 1943, as amended.

(c) No fee shall be charged for such reserved parking spaces for handicapped or disabled or temporarily handicapped or disabled persons.

Sec. 18-110. - Construction of handicapped parking privileges; rebuttable presumption against able-bodied drivers.

Nothing contained in the provisions of this article shall be construed to mean the granting of parking privileges or conveniences for the sole benefit of able-bodied drivers of motor vehicles bearing either paraplegic license plates as provided for in section ~~60-311.14~~ 60-3,113.06, Reissue Revised Statutes of Nebraska 1943, as amended, ~~or a handicap permit as provided for in section 18-1739, Reissue Revised Statutes of Nebraska 1943, as amended.~~ A rebuttable presumption shall exist that an able-bodied driver of a motor vehicle bearing either paraplegic license plates, or a handicap permit, as defined herein, is in violation of this section when parking in a space reserved for handicapped or disabled persons or parking in a publicly owned parking space reserved for handicapped or disabled persons, and said driver is not in the process of transporting to or from such parking space a handicapped or disabled person as defined herein.

Sec. 18-111. - Identification of vehicles.

Any vehicle parked in a parking space reserved under section 18-109 shall be identified as specified in section ~~60-311.14~~ 60-3,113.06 ~~or section 18-1739~~, Reissue Revised Statutes of Nebraska 1943, as amended.

Sec. 18-112. - Permits; issuance; procedure; renewal; place of application; period valid.

(a) Pursuant to section ~~18-1738~~ 60-3,113.02, Reissue Revised Statutes of Nebraska 1943, as amended, any handicapped or disabled person or temporarily handicapped or disabled person or such person's parent, legal guardian, or foster parent may apply to the city clerk for a motor vehicle permit that will entitle the holder thereof or a person driving a motor vehicle for the purpose of transporting such holder to park in those spaces or access aisles reserved pursuant to section 18-109 as well as other spaces and access aisles reserved pursuant to sections 18-1736 to ~~18-1741~~ 18-1737, Reissue Revised Statutes of Nebraska 1943, as amended, when the holder of the permit will enter or exit the motor vehicle while it is parked in such spaces or access aisles. For purposes of this subsection (a), the handicapped or disabled person or temporarily handicapped or disabled person shall be considered the holder of the permit. A person desiring to make application for a permit or for the renewal of a permit under this subsection (a) shall follow the application, issuance and renewal procedures set forth under sections ~~18-1738 to 18-1741~~ 60-3,113.02, Reissue Revised Statutes of Nebraska 1943, as amended, which procedures require the applicant to complete an application, provide proof of identity and submit a completed medical form on forms provided by the department of motor vehicles to the city clerk.

(b) Pursuant to section ~~18-1738.01~~ 60-3,113.03, Reissue Revised Statutes of Nebraska 1943, as amended, any person may apply to the city clerk for a motor vehicle permit that will entitle the holder thereof or a person driving the motor vehicle for the purpose of transporting handicapped or disabled persons or temporarily handicapped or disabled persons to park in those spaces or access aisles reserved pursuant to section 18-109 as well as other spaces and access aisles reserved pursuant to sections 18-1736 to ~~18-1741~~ 18-1737, Reissue Revised Statutes of Nebraska 1943, as amended, if the motor vehicle is used primarily for the transportation of handicapped or disabled persons or temporarily handicapped or disabled persons and at least one such persons will enter or exit the motor vehicle while such motor vehicle is parked in such designated spaces or access aisles. A person desiring to make application for a permit or for the renewal of a permit under this subsection (b) shall follow the application, issuance and renewal procedures set forth under sections ~~18-1738 to 18-1741~~ 60-3,113.03, Reissue Revised Statutes of Nebraska 1943, as amended, which procedures require the applicant to complete application forms on forms provided by the department of motor vehicles to the city clerk and to demonstrate to the city clerk that the vehicle will be used primarily for the transportation of handicapped or disabled persons or temporarily handicapped or disabled persons.

(c) The city clerk shall only accept applications for a permit or for the renewal of a permit made under this section that are in compliance with the provisions of section ~~18-1738.02~~ 60-3,113.02 Reissue Revised Statutes of Nebraska 1943, as amended.

(d) In accordance with section ~~18-1740~~ 60-3,113.05, Reissue Revised Statutes of Nebraska 1943, as amended, all permanently issued permits for handicapped or disabled parking authorized pursuant to this section shall be issued for a period ending on ~~September 30 of the third year after the date of issuance and shall expire on that date.~~ the last day of the month of the applicant's birthday in the sixth year after issuance and shall expire on that day.

(e) In accordance with section ~~18-1740~~ 60-3,113.05, Reissue Revised Statutes of Nebraska 1943, as amended, all permits authorized pursuant to this section for temporarily handicapped or disabled parking shall be issued by the department of motor vehicles for a period ending not more than six months after the date of issuance but may be renewed one time for a period not to exceed six months.

Sec. 18-113. - Same—Contents.

A permit issued pursuant to subsection (a) or subsection (b) of section 18-112 shall comply with the content requirements set forth in section ~~18-1739~~ 60-1,113.04, Reissue Revised Statutes of Nebraska 1943, as amended.

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

12a.
11/03/2020

COUNCIL MEETING DATE: 10/20/2020	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 type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

An ordinance to amend Section 6-22 of the Bellevue Municipal Code pertaining to Restraint - Dogs.

SYNOPSIS/BACKGROUND:

The City has been continually reviewing city code for areas that may amended and/or repealed. During review, section 6-22 pertaining to Restraints - Dogs was identified as a section that required amendments.

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 DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance to amend Section 6-22 pertaining to Restraint - Dogs.

ATTACHMENTS:

1. <input type="text" value="Red-Lined"/>	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: _____



ORDINANCE NO. 4019

AN ORDINANCE TO AMEND SECTION 6-22 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO RESTRAINT - DOGS, 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 6-22 of the Bellevue Municipal Code is of the Bellevue Municipal Code is hereby amended to read as follows:

SEC. 6-22. - RESTRAINT—DOGS.

- (a) It shall be unlawful for the owner of any dog within the city to fail to keep his dog securely restrained or otherwise confined in or upon his premises in an enclosure sufficient to contain the dog.
- (b) Each animal shall be separately tethered. No animal shall be tethered outdoors in excess of 15 minutes at any one time unless an owner, custodian or person responsible for the animal, 19 years of age or older, is present in the same yard in which the animal is tethered. The tether shall be at least five times the length of the animal's body as measured from the tip of the nose to the base of the tail, terminates at each end with a swivel, weighs no more than one-eighth of the animal's weight, is free of tangles, prevents strangulation or injury and prevents the animal from being within 15 feet from the edge of any public street or sidewalk. Provided, that if the tethering method is a trolley system, at least 15 feet in length and less than seven feet above ground, and meets the foregoing tether requirements, the animal may be tethered outdoors for up to one hour with an owner, custodian or person responsible for the animal, 19 years of age or older, in the same yard in which the animal is tethered.
- (c) In addition to the sanctions which may be imposed by law, any person who fails to keep his dog securely restrained or otherwise confined as required by this section shall pay the following penalties:
 - (1) For the first violation, a penalty in the sum of \$100.00.
 - (2) For the second violation within 24 months of the first violation, a penalty in the sum of \$250.00.
 - (3) For the third violation within 24 months of the first violation, and each subsequent violation thereafter, a penalty in the sum of \$500.00.

~~(d) Such penalties shall be paid to the animal control authority and shall be used solely for enforcement activities.~~

~~Section 2. That Section 6-22 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 _____

Second Reading _____

Third Reading _____

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 4019

AN ORDINANCE TO AMEND SECTION 6-22 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO RESTRAINT - DOGS, 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 6-22 of the Bellevue Municipal Code is of the Bellevue Municipal Code is hereby amended to read as follows:

SEC. 6-22. - RESTRAINT—DOGS.

- (a) It shall be unlawful for the owner of any dog within the city to fail to keep his dog securely restrained or otherwise confined in or upon his premises in an enclosure sufficient to contain the dog.
- (b) Each animal shall be separately tethered. No animal shall be tethered outdoors in excess of 15 minutes at any one time unless an owner, custodian or person responsible for the animal, 19 years of age or older, is present in the same yard in which the animal is tethered. The tether shall be at least five times the length of the animal's body as measured from the tip of the nose to the base of the tail, terminates at each end with a swivel, weighs no more than one-eighth of the animal's weight, is free of tangles, prevents strangulation or injury and prevents the animal from being within 15 feet from the edge of any public street or sidewalk. Provided, that if the tethering method is a trolley system, at least 15 feet in length and less than seven feet above ground, and meets the foregoing tether requirements, the animal may be tethered outdoors for up to one hour with an owner, custodian or person responsible for the animal, 19 years of age or older, in the same yard in which the animal is tethered.
- (c) In addition to the sanctions which may be imposed by law, any person who fails to keep his dog securely restrained or otherwise confined as required by this section shall pay the following penalties:
 - (1) For the first violation, a penalty in the sum of \$100.00.
 - (2) For the second violation within 24 months of the first violation, a penalty in the sum of \$250.00.
 - (3) For the third violation within 24 months of the first violation, and each subsequent violation thereafter, a penalty in the sum of \$500.00.

~~(d) Such penalties shall be paid to the animal control authority and shall be used solely for enforcement activities.~~

Section 2. That Section 6-22 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 _____
Second Reading _____
Third Reading _____

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
11/03/2020

COUNCIL MEETING DATE: 10/20/2020		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 type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION	<input checked="" type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request for approval of the Southwoods Manager, LLC Redevelopment Plan for Lots 9 through 11, South Woods.
Applicant: Southwoods Manager, LLC. General Location: Nebraska Drive and Childs Road West.

SYNOPSIS/BACKGROUND:

Southwoods Manger, LLC is requesting approval of the South Woods Redevelopment Plan for the vacant property of Lots 9 through 11, South Woods. The plan proposes to construct a 107 unit multi family residential apartment complex. As part of the redevelopment plan, the applicant is requesting approval of \$1,853,782 in Tax Increment Financing.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of the redevelopment plan.

ATTACHMENTS:

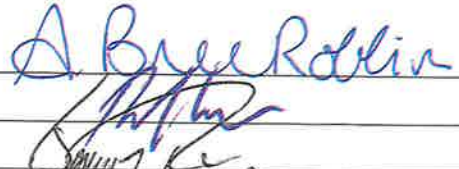
1. Planning Department Staff Memo
2. Resolution 2020-42
3. Redevelopment Plan (Exhibit A)
4. PC REcommendation (Exhibit B)
5. Letter of Opposition from Don Kelly
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





MEMORANDUM

TO: City Council Members
Mayor Rusty Hike
City Administrator Jim Ristow
FROM: Tammi Palm, Planning Manager
DATE: October 8, 2020
RE: Proposed Redevelopment Plan for 1366 Nebraska Drive

Attached for your review and recommendation is the Redevelopment Plan for Southwoods Manager, LLC. This plan proposes the redevelopment of the vacant properties of Lots 9, 10, and 11, South Woods. This area was previously designated as blighted and substandard by the City Council. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The applicant is proposing to redevelop the 4.52 acres as a 107-unit multi family residential development. The property has been vacant for fifty years. As described by the applicant, the site proposes some unique development challenges to include a large Omaha Public Power District transmission pole, and a 70' utility easement located on Lot 11, South Woods. The site also slopes steeply from south to north.

The applicant indicates this project will allow for new employment opportunities and will provide additional rental housing in this area of the city.

The applicant is estimating the property's valuation to be \$15,500,000 upon completion of the redevelopment project.

The Redevelopment Plan states there is approximately \$1,732,956 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF to fund \$1,853,782 of the expenses. The breakdown of costs and data supporting the payback of TIF expenditures is attached to the Redevelopment Plan for your review.

The Planning Department believes this project will be a benefit to the City through the improvement of a blighted and substandard area that has remained vacant and underutilized for decades. The Comprehensive Plan designates this area as multi-family residential. The properties are presently zoned for multi-family residential development, and the applicant is in the process of requesting site plan approval for this project.

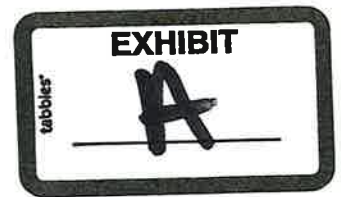
The Redevelopment Plan meets the requirements of Section 18-2111 of Nebraska State Statutes with respect to required plan contents. As required by Nebraska State Statutes, the Planning Department advertised the public hearing on this application twice in local publications, and sent notification to the governing bodies of Sarpy County, the Papio-Missouri River NRD, Metropolitan Community College, ESU #3, and the Bellevue Public School District.

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends approval of the Southwoods Manager, LLC Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment along the Childs Road corridor.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Southwoods Manager, LLC Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment along the Childs Road corridor.



SOUTHWOODS MANAGER, LLC

**THE REDEVELOPMENT PLAN FOR MULTI-FAMILY
HOUSING**

AT 1366 NEBRASKA DRIVE LOTS 9, 10 & 11

BELLEVUE, NE

September 2020

SUBMITTED BY:

Applicant:
Southwoods Manger, LLC
Metonic Real Estate Solutions, LLC
Apogee Professional Services, LLC
12149 W Center Road, Omaha NE
68144

Attorney:
Larry A. Jobeun
Fullenkamp Jobeun Johnson &
Beller, LLP
11440 West Center Road
Omaha, NE 68144

RECEIVED
OCT 02 2020
PLANNING DEPT.

Introduction:

This redevelopment plan proposes to develop Lots 9, 10 & 11, located at 1366 Nebraska Drive in Bellevue Nebraska, Sarpy County, each as legally described in Exhibit A attached hereto, into a multi-family development project. The redevelopment site is immediately to the West of the new Elementary Omaha Public School project, currently under construction.

Site History:

The redevelopment site contains approximately 4.52 acres of vacant land. The site is currently underdeveloped and underutilized and has been vacant for 50 years. The site poses some challenges including a large OPPD transmission pole and 70' utility easement located on the northern parcel, Lot 11. In addition, the existing topography slopes steeply from south to north making the northern portion of Lot 11 unusable for anything other than a detention basin, landscaping buffer, driveway and parking stalls.

The cost of the acquisition, public improvements and other TIF eligible costs are estimated to be \$1,853,782.00. The itemized cost-breakdown of the TIF eligible costs is attached hereto as Exhibit B. The approval of this redevelopment plan will facilitate the rehabilitation of the proposed site by creating the opportunity for TIF to be used as a financing method to cover some of the TIF eligible costs.

The Sarpy County assessor shall determine the redevelopment project valuation based upon the fair market valuation of the parcel(s) as of January 1 of the year prior to the year that the ad valorem taxes are to be divided. The proposed valuation upon full build-out of the site is expected to be approximately \$15,500,000.00, based upon the site plan attached hereto as Exhibit C.

This site will contribute to the redevelopment and growth of Bellevue NE, specifically to Child's Road corridor, and contribute housing for families and young professionals attending the new Elementary School and surrounding businesses.

Substandard and Blighted:

The Nebraska Community Redevelopment Law requires that the site be "Substandard" as defined under Neb. Rev. Stat. Section 18-2103(31) and "Blighted" as defined under Neb. Rev. Stat. 18-2103(3), subsections (a) and (b). The area meets the requirements of the Community Development Law to be declared blighted and substandard by the City of Bellevue and the City declared the same pursuant to Resolution No. 2010-37 dated November 23, 2010, and Resolution NO. 2013-22 dated July 8, 2013.

Land Use/Zoning:

The redevelopment site is currently zoned RG-8 General Residential, which permits high density multifamily housing. The developer plans to combine the existing three lots into one parcel and build approximately 107 multifamily units and community amenities, including, but not limited to, bike racks, fitness room, package lockers and an exterior community grilling area.

Utilities/Infrastructure:

Currently, utility services are located within the public rights-of-way adjacent to the property. However, the developer will be incurring costs to improve the entryway to the site and parking along Nebraska Drive per the Site Plan attached hereto as Exhibit C. Additional utility services and public facilities will be added as required by the redevelopment plans and as required by the City.

The developer will use TIF to fund the eligible acquisition, site preparation, and public improvement costs as outlined in Exhibit B (collectively, the "TIF Eligible Expenses").

TIF Compliance:

The developer's request meets the necessary requirements for consideration under the Nebraska Community Redevelopment Act. The project will provide new housing and various employment opportunities within the City, during and after project completion. The TIF proceeds will be used to cover TIF Eligible Expenses. The project will add housing and positive economic growth to the City of Bellevue. Furthermore, as set forth in the financial proforma attached hereto as Exhibit D, the up-front costs associated with the acquisition and development of the proposed site would be prohibitively high without the use of TIF. Therefore, the developer requests TIF to help offset the costs in order to make this redevelopment viable.

Financing:

The estimated assessed value of the project upon completion is estimated to be \$15,500,000.00. Consequently, the project will support the TIF request in the maximum principal amount of \$1,853,782.00, with interest accruing at the rate of 3.75% per annum. The amortization schedule is attached hereto as Exhibit E. The remaining project costs will be paid through equity and debt financing.

TIF Cost Benefit Analysis:

The proposed multi-family project provides for development in the area of the City that has remained relatively undeveloped and underutilized. Because of the high cost associated with the development of the project, the rate of return to the developer in developing this property is marginal and unacceptable to the developer without the use of TIF to defray the TIF Eligible Expenses. It is necessary to implement innovative financing approaches to be used to encourage redevelopment and to support the potential growth that will occur as a result of this and other improvements that are likely to follow within the surrounding area. The following are a list of benefits from the redevelopment of this area through the use of TIF:

- 1) No community public service needs will be generated as a result of this project. The proposed TIF will be used, in part, to offset infrastructure and building improvement costs that are eligible for TIF.
- 2) The use of TIF will not result in tax shifts. The current level of taxes will continue to flow to the current taxing authorities and only the increased value of revenues resulting from the improvements will be applied to the cost of the improvements through the use of TIF
- 3) The development of this site will allow for new employment opportunities. Additionally, the site will have a positive impact on employers, Omaha Public Schools and employees in the immediate area outside of the site. The architecture and material choices of the project will be aesthetically pleasing, which will result in a positive impact to the traffic in the surrounding area.
- 4) The development of this site will provide additional rental housing in the part of the City.
- 5) The development project would not be economically feasible and would not occur within the proposed site without the use of TIF.
- 6) The project site is zoned for housing (RG-8) and meets the requirements of the City's Comprehensive Development Plan and City Ordinances as well as the Nebraska Community Redevelopment Law that establishes the process and requirements for the approval of this plan.

Based upon the abovementioned, the applicant respectfully requests TIF in the principal amount of \$1,853,782.00.

Respectfully Submitted,

Kassie Inness

Kassie Inness
President – Apogee Professional Services

Exhibit A

LEGAL DESCRIPTION

Lot 9, 10 and 11 South Woods

Parcels #'s: 010532587, 010532676, 010532242,

SOUTH WOODS LEGAL DESCRIPTION – A SUBDIVISION OF TAX LOT 20 IN THAT PART
OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14, NORTH, RANGE 13
EAST OF THE 6TH, SARPY COUNTY, NEBRASKA

Exhibit B

TIF ELIGIBLE COSTS

(Attached Hereto)

SUMMARY OF ESTIMATED TIF ELIGIBLE COSTS

The Project:

The project consists of approximately 4.5 acres of raw ground with a planned development of approximately 107 apartment homes in three 3-story buildings.

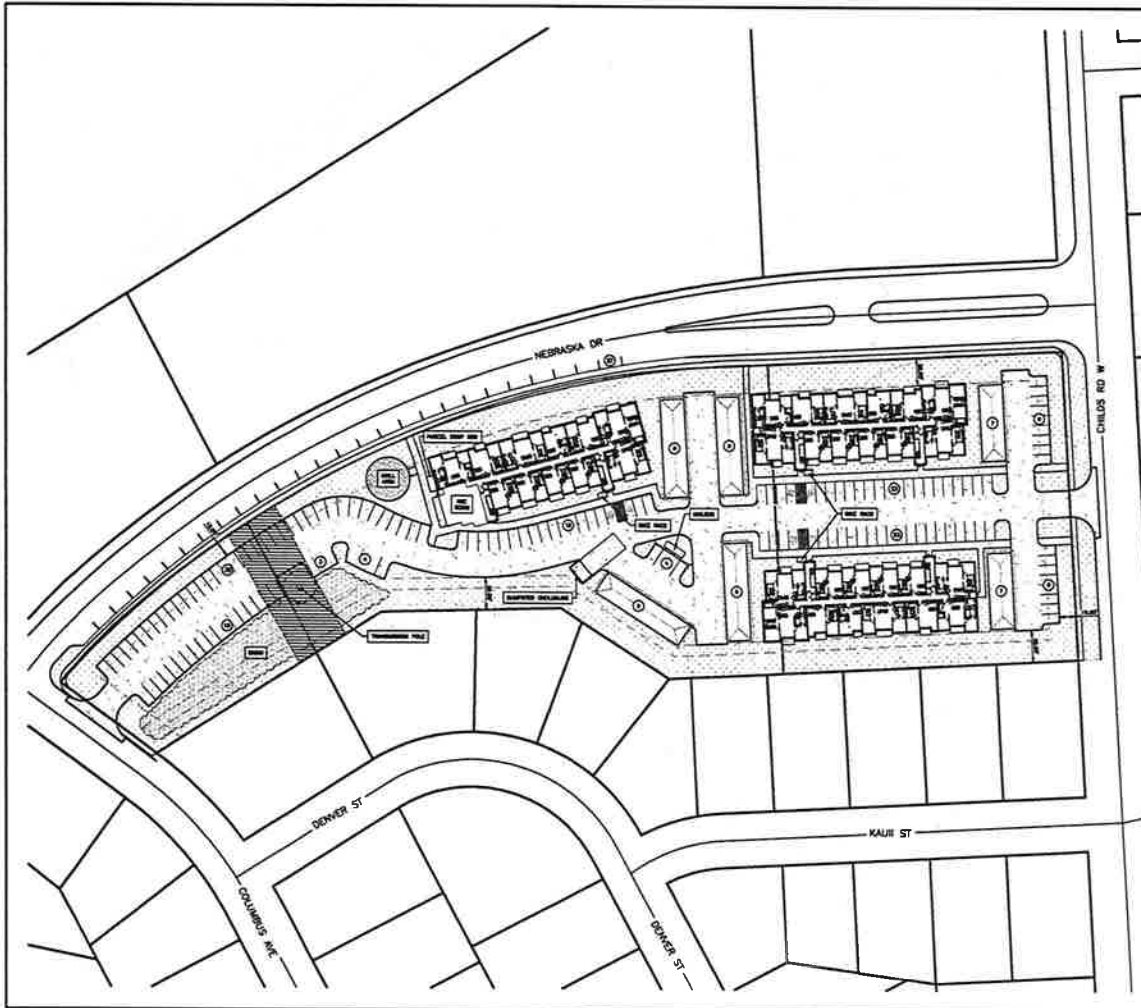
107 UNITS

Description	Labor	Materials	Subcontracts	Equipment	Other	Line Totals	Cost per Unit
Div 2 - Sitework						\$ 36,250.00	
Site Grading	\$ 7,500.00	\$ -	\$ 12,000.00			\$ 19,500.00	\$ 182.24
Backfill at Elevator Pit			\$ -			\$ -	\$ -
Termite Control			\$ 1,750.00			\$ 1,750.00	\$ 16.36
Footing & Utility Spoils Removal			\$ 15,000.00			\$ 15,000.00	\$ 140.19
Infrastructure & Misc						\$ 1,111,326.00	
Site Excavation/Backfill	\$ 1,500.00		\$ 150,000.00		\$ 15,000.00	\$ 166,500.00	\$ 1,556.07
Maintenance of access roads			\$ 10,000.00			\$ 10,000.00	\$ 93.46
Fine Grading	\$ 2,500.00		\$ 15,000.00			\$ 17,500.00	\$ 163.55
Additional gravel fill			\$ 8,000.00			\$ 8,000.00	\$ 74.77
Retaining Walls			\$ 20,000.00			\$ 20,000.00	\$ 186.92
Site Utilities			\$ 150,000.00		\$ 10,000.00	\$ 160,000.00	\$ 1,495.33
Site Electrical			\$ 150,000.00			\$ 150,000.00	\$ 1,401.87
Parking Lot Pole Lights			\$ 15,000.00			\$ 15,000.00	\$ 140.19
Retaining wall railing			\$ 10,000.00			\$ 10,000.00	\$ 93.46
Site paving			\$ 319,200.00		\$ 20,000.00	\$ 339,200.00	\$ 3,170.09
2,000 SF of stamped concrete along Nebraska Dr			\$ 11,495.00			\$ 11,495.00	\$ 107.43
Landscaping, irrigation, sod			\$ 100,000.00			\$ 100,000.00	\$ 934.58
Outdoor Amenity			\$ 20,000.00			\$ 20,000.00	\$ 186.92
Site Improvements			\$ 15,000.00			\$ 15,000.00	\$ 140.19
City requested crosswalk			\$ 40,131.00			\$ 40,131.00	\$ 375.06
Joint Sealant			\$ 20,000.00			\$ 20,000.00	\$ 186.92
Parking Lot Striping/HC Signage			\$ 8,500.00			\$ 8,500.00	\$ 79.44
Land Acquisition						\$ 488,906.00	
Engineering						\$ 217,300.00	
TIF Eligible Costs						\$ 1,853,782.00	

Exhibit C

SITE PLAN

(Attached Hereto)



SUMMARY

APPLICANT	LLP
PROJECT NAME	1200 SOUTHWOOD APTS
PROJECT ADDRESS	1200 SOUTHWOOD APTS
PROJECT CITY	1200 SOUTHWOOD APTS
PROJECT STATE	1200 SOUTHWOOD APTS
PROJECT ZIP	1200 SOUTHWOOD APTS
PROJECT PHONE	1200 SOUTHWOOD APTS
PROJECT FAX	1200 SOUTHWOOD APTS
PROJECT E-MAIL	1200 SOUTHWOOD APTS
PROJECT WEBSITE	1200 SOUTHWOOD APTS
PROJECT CONTACT	1200 SOUTHWOOD APTS
PROJECT DATE	1200 SOUTHWOOD APTS
PROJECT STATUS	1200 SOUTHWOOD APTS

1200 SOUTHWOOD APTS
 1200 SOUTHWOOD APTS
 1200 SOUTHWOOD APTS
 1200 SOUTHWOOD APTS

LAMP BYEARSON

1200 SOUTHWOOD APTS
1200 SOUTHWOOD APTS
1200 SOUTHWOOD APTS

PRELIMINARY STATE

SOUTHWOOD APARTMENTS CONCEPTUAL PLAN

SOUTHWOOD APARTMENTS
1200 SOUTHWOOD APTS, BELLEVUE, NE

811

Have your Dig Safe
Call before you dig

DATE: 12/15/2011
PROJECT: 1200 SOUTHWOOD APTS
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

1

Exhibit D

PRO-FORMA

(Attached Hereto)

Development Underwriting Summary with TIF | Ascend on 75



RETURN SUMMARY:

Net IRR	9.9%
Equity Multiple	4.1x
Average Unleveraged Cash Yield	5.5%
Average Leveraged Cash Yield	9.3%

REFI SUMMARY:

Refi Value	\$13,718,282
Refi Loan Amount	\$10,288,712
Refi LTV	75.0%
Refi Value Cap Rate	6.50%
Net Refi Proceeds	-\$2,778,384

SOURCES & USES:

Total Sources	\$ Total	\$ per Unit	%	Total Uses	\$ Total	\$ per Unit	%
Construction Loan (1)	\$13,051,944	\$121,981	75.0%	Total Hard Costs (2)	\$15,004,906	\$140,233	86.2%
Other Funding Sources	\$1,853,782	\$17,325	10.7%	Total Soft Costs (3)	\$666,750	\$6,231	3.8%
Contributed Equity	\$2,496,866	\$23,335	14.3%	Total Contingency	\$491,384	\$4,592	2.8%
				Developer Fee	\$982,718	\$9,184	5.6%
				Metonic Fees	\$0	\$0	0.0%
				Total Reserves (4)	\$256,834	\$2,400	1.5%
Total	\$17,402,592	\$162,641	100%	Total	\$17,402,592	\$162,641	100%

Development Underwriting Summary without TIF | Ascend on 75



RETURN SUMMARY:

Net IRR	-2.4%
Equity Multiple	0.8x
Average Unleveraged Cash Yield	5.1%
Average Leveraged Cash Yield	1.5%

REFI SUMMARY:

Refi Value	\$14,085,220
Refi Loan Amount	\$10,563,915
Refi LTV	75.0%
Refi Value Cap Rate	6.50%
Net Refi Proceeds	-\$1,431,528

SOURCES & USES:

Construction Cap Rate: 5.27%

Total Sources	\$ Total	\$ per Unit	%	Total Uses	\$ Total	\$ per Unit	%
Construction Loan (1)	\$13,034,528	\$121,818	75.0%	Total Hard Costs (2)	\$15,004,906	\$140,233	86.3%
Other Funding Sources	\$0	\$0	0.0%	Total Soft Costs (3)	\$868,750	\$8,231	3.8%
Contributed Equity	\$4,344,843	\$40,806	25.0%	Total Contingency	\$491,351	\$4,592	2.8%
				Developer Fee	\$981,406	\$9,172	5.6%
				Metonic Fees	\$0	\$0	0.0%
				Total Reserves (4)	\$234,958	\$2,196	1.4%
Total	\$17,379,371	\$162,424	100%	Total	\$17,379,371	\$162,424	100%

Ascend on 75

Operating Assumptions

Analysis Start Date

5/1/2021

Apartment Unit Mix

# Beds	# Baths	# of Units	Mix %	Unit Square Feet	Total Square Feet	Rent Per Unit	Rent PSF	Notes
Studio		9	8%	570	5,130	\$801	\$1.40	A
1		18	17%	755	13,590	\$974	\$1.29	B
1		27	25%	670	18,090	\$913	\$1.36	B2
1		9	8%	670	6,030	\$913	\$1.36	B2B
2		9	8%	1,080	9,720	\$1,265	\$1.17	D
2		17	16%	1,110	18,870	\$1,290	\$1.16	D3
2		3	3%	1,009	3,027	\$1,209	\$1.20	E
2		6	6%	1,009	6,054	\$1,209	\$1.20	E2
3		9	8%	1,253	11,277	\$1,571	\$1.25	F
Total / Average		107	100%	858	91,788	\$1,084	\$1.26	

Other Income

# Garages		51
Garage Rent (Monthly)		\$85
Pet Rent Per Unit (Monthly)	50%	\$35
Other Income Per Unit (Monthly)		\$0
Utility Income Per Unit (Monthly)	\$480 Annually	\$40
Cable TV NET Income/(Expense) (Annual)		\$360

Growth and Occupancy

Rent Growth	2.00%
Expense Growth	2.50%
Grow Income/Expense During Construction Period?	No
Stabilized Occupancy	94.00%

Expenses

	Per Unit
Payroll	\$1,100
Administrative	\$600
Repair and Maintenance	\$700
Insurance	\$350
Real Estate Taxes	\$1,800
Utilities	\$600
Management Fees	\$411
Total	40.6% \$5,561

Property Taxes (See RE Tax Tab)

Current Taxes	\$11,341
Stabilized Taxes	\$1,800/unit \$192,600
Fully Assessed Year (After Final C/O)	2022 0.0
Fully Assessed Pmt Start Date (Years)	1/31/2023 1.0

Fees

Management Fee (% of Income)	3.0%
Minimum Management Fee (\$/Month)	\$1,000
Asset Management Fee Type (Commencing at Lease Up)	% Income
Asset Management Fee %	1.000%

Construction / Lease Up Assumptions

Construction Lease Up Timing

Construction Period & Final C/O (Months)	7/31/2022	14
Lease Up Start Month	3/31/2022	10
Payroll Start Month	1/31/2022	8
# Units Pre Leased	0.0%	0
Units Leased/Month		11
Stabilized Occupancy Month	12/31/2022	19

Lease Up, Concessions and Turn Over

Reservation Fee	\$0
Admin Fee Income	\$150
Pet Fee Income	\$350
Lease Up Concessions (Months Free)	1.00
Renewal Concessions (Months Free)	0.00
Stabilized Concessions (% of Rent)	0.00%
Incentive Management Fees	\$100
Turn Over Rate	45%

Project Pro Forma	Stabilized Per Door	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Revenue																
Gross Potential Rent	\$13,002	\$1,201,280	\$1,284,165	\$1,418,183	\$1,446,809	\$1,476,011	\$1,506,532	\$1,535,642	\$1,566,355	\$1,597,682	\$1,629,826	\$1,662,229	\$1,695,473	\$1,729,383	\$1,763,970	\$1,799,250
Parking Income	\$488	\$52,020	\$52,129	\$53,027	\$54,097	\$55,189	\$56,293	\$57,419	\$58,567	\$59,738	\$60,933	\$62,152	\$63,395	\$64,663	\$65,956	\$67,275
Other Income	\$1,050	\$83,460	\$112,558	\$114,278	\$116,332	\$118,433	\$120,802	\$123,218	\$125,683	\$128,196	\$130,760	\$133,375	\$136,043	\$138,764	\$141,539	\$144,370
Vacancy	-\$872	-\$1,439,127	-\$297,271	-\$92,762	-\$84,607	-\$96,490	-\$100,958	-\$102,977	-\$105,036	-\$107,137	-\$109,280	-\$111,465	-\$113,695	-\$115,969	-\$118,288	-\$120,654
Application/Admin/Pet Fees	\$19	\$10,725	\$27,058	\$12,223	\$5,057	\$2,058	\$2,100	\$2,142	\$2,184	\$2,228	\$2,273	\$2,318	\$2,365	\$2,412	\$2,460	\$2,509
Concessions	\$0	-\$25,757	-\$72,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$13,688	\$62,881	\$1,214,800	\$1,504,949	\$1,827,688	\$1,886,203	\$1,983,769	\$1,816,444	\$1,847,763	\$1,880,708	\$1,714,322	\$1,748,608	\$1,783,481	\$1,818,282	\$1,856,637	\$1,892,760
Operating Expenses																
Payroll	-\$1,100	-\$49,042	-\$118,007	-\$120,584	-\$123,603	-\$126,728	-\$129,897	-\$133,144	-\$136,473	-\$139,884	-\$143,382	-\$146,966	-\$150,640	-\$154,400	-\$158,266	-\$162,223
Administrative	-\$600	-\$6,600	-\$62,018	-\$69,457	-\$68,920	-\$69,725	-\$71,468	-\$73,254	-\$75,086	-\$76,963	-\$78,887	-\$80,859	-\$82,881	-\$84,953	-\$87,076	-\$89,253
Repair and Maintenance	-\$700	-\$3,850	-\$62,671	-\$76,716	-\$78,656	-\$80,645	-\$82,661	-\$84,728	-\$86,846	-\$89,017	-\$91,243	-\$93,524	-\$95,862	-\$98,259	-\$100,715	-\$103,233
Management Fees	-\$411	-\$5,018	-\$36,444	-\$45,148	-\$45,831	-\$46,658	-\$47,513	-\$48,483	-\$49,433	-\$50,421	-\$51,430	-\$52,458	-\$53,507	-\$54,578	-\$55,669	-\$56,783
Insurance	-\$350	-\$9,263	-\$37,548	-\$38,358	-\$39,328	-\$40,323	-\$41,331	-\$42,364	-\$43,423	-\$44,509	-\$45,621	-\$46,762	-\$47,931	-\$49,129	-\$50,367	-\$51,616
Real Estate Taxes	-\$1,800	-\$11,341	-\$87,369	-\$197,270	-\$202,259	-\$207,374	-\$212,558	-\$217,872	-\$223,319	-\$228,902	-\$234,624	-\$240,490	-\$246,502	-\$252,665	-\$258,981	-\$265,456
Utilities	-\$600	-\$16,050	-\$84,368	-\$65,757	-\$67,429	-\$69,125	-\$70,853	-\$72,624	-\$74,440	-\$76,301	-\$78,208	-\$80,163	-\$82,167	-\$84,222	-\$86,327	-\$88,485
Total Operating Expenses	-\$5,581	-\$101,281	-\$468,424	-\$413,281	-\$428,018	-\$440,675	-\$454,280	-\$467,450	-\$480,019	-\$492,897	-\$723,368	-\$741,223	-\$759,431	-\$778,211	-\$797,339	-\$816,704
Net Operating Income	\$8,125	-\$38,680	\$746,984	\$891,688	\$901,672	\$914,628	\$927,489	\$942,994	\$958,734	\$974,711	\$990,927	\$1,007,388	\$1,024,080	\$1,041,041	\$1,058,244	\$1,075,701
Key Metrics																
Apartment Rent Per Square Foot	\$1.26	\$1.26	\$1.27	\$1.29	\$1.31	\$1.34	\$1.37	\$1.39	\$1.42	\$1.45	\$1.48	\$1.51	\$1.54	\$1.57	\$1.60	\$1.63
Rent Per Unit	\$1,084	\$1,084	\$1,088	\$1,105	\$1,127	\$1,150	\$1,173	\$1,196	\$1,220	\$1,244	\$1,269	\$1,295	\$1,320	\$1,347	\$1,374	\$1,401
Vacancy %	6.00%	94.25%	19.08%	5.85%	5.85%	5.85%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%
Concessions %	0.00%	2.57%	5.28%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Operating Expense Ratio	40.63%	161.81%	38.56%	40.75%	40.98%	41.19%	41.44%	41.62%	41.82%	42.01%	42.20%	42.39%	42.58%	42.78%	42.97%	43.17%
Apartment NOI Margin	58.37%	-41.81%	61.44%	89.25%	59.02%	58.81%	58.56%	58.37%	58.18%	57.99%	57.80%	57.61%	57.42%	57.22%	57.03%	56.83%
Revenue Growth Rate			0.00%	1.72%	2.02%	2.02%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Expense Growth Rate				30.92%	2.08%	2.32%	2.48%	2.46%	2.46%	2.46%	2.46%	2.46%	2.46%	2.46%	2.46%	2.47%
NOI Growth Rate				19.47%	1.12%	1.44%	1.41%	1.67%	1.67%	1.67%	1.66%	1.66%	1.66%	1.66%	1.65%	1.65%

Exhibit E

AMORTIZATION SCHEDULE

(Attached Hereto)

TIF Analysis

First Installment Month	3	3/31/2021	TIF Loan Advance Rate	100%
Second Installment Month	7	7/31/2021	TIF Loan Amount	1,853,782
Current TAV (Current)	276,378		Interest Rate	3.75%
As-Complete TAV	8,309,739		Amortization	13.50
First Installment Date	3/31/2023		Term	15.00
Tax Levy	2.31975%		Payment Periods/Yr	2.00
Treasurer's Fee	1.0%		Payments/Period	\$88,126
Discount/Interest Rate	3.75%		Payments/Yr	\$176,252
Net Present Value	1,853,782			

Year	Date	Total TAV	Less Pre-Dev Base TAV	TIF TAV	Mill Rate	Gross TIF Tax Revenue	Less Treasurer's Fee	Tax Revenue Available for TIF DS	TIF Loan Beg. Bal.	Principal	Interest	TIF DS PMT	TIF Loan End Bal.	DSCR
1.0	7/31/2021	0	0	0	2.32%	0	0	0	1,853,782	0	0	0	1,853,782	0.00x
1.0	3/31/2022	0	0	0	2.32%	0	0	0	1,853,782	0	34,758	34,758	1,853,782	0.00x
2.0	7/31/2022	0	0	0	2.32%	0	0	0	1,853,782	0	34,758	34,758	1,853,782	0.00x
2.0	3/31/2023	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,853,782	53,368	34,758	88,126	1,800,415	1.05x
3.0	7/31/2023	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,800,415	54,368	33,758	88,126	1,746,046	1.05x
3.0	3/31/2024	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,746,046	55,388	32,738	88,126	1,690,658	1.05x
4.0	7/31/2024	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,690,658	56,426	31,700	88,126	1,634,232	1.05x
4.0	3/31/2025	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,634,232	57,484	30,642	88,126	1,576,747	1.05x
5.0	7/31/2025	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,576,747	58,562	29,564	88,126	1,518,185	1.05x
5.0	3/31/2026	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,518,185	59,660	28,466	88,126	1,458,525	1.05x
6.0	7/31/2026	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,458,525	60,779	27,347	88,126	1,397,746	1.05x
6.0	3/31/2027	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,397,746	61,918	26,208	88,126	1,335,828	1.05x
7.0	7/31/2027	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,335,828	63,079	25,047	88,126	1,272,748	1.05x
7.0	3/31/2028	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,272,748	64,262	23,864	88,126	1,208,486	1.05x
8.0	7/31/2028	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,208,486	65,467	22,659	88,126	1,143,019	1.05x
8.0	3/31/2029	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,143,019	66,695	21,432	88,126	1,076,324	1.05x
9.0	7/31/2029	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,076,324	67,945	20,181	88,126	1,008,379	1.05x
9.0	3/31/2030	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	1,008,379	69,219	18,907	88,126	939,160	1.05x
10.0	7/31/2030	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	939,160	70,517	17,609	88,126	868,643	1.05x
10.0	3/31/2031	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	868,643	71,839	16,287	88,126	796,804	1.05x
11.0	7/31/2031	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	796,804	73,186	14,940	88,126	723,618	1.05x
11.0	3/31/2032	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	723,618	74,558	13,568	88,126	649,059	1.05x
12.0	7/31/2032	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	649,059	75,956	12,170	88,126	573,103	1.05x
12.0	3/31/2033	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	573,103	77,381	10,746	88,126	495,722	1.05x
13.0	7/31/2033	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	495,722	78,831	9,295	88,126	416,891	1.05x
13.0	3/31/2034	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	416,891	80,310	7,817	88,126	336,581	1.05x
14.0	7/31/2034	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	336,581	81,815	6,311	88,126	254,766	1.05x
14.0	3/31/2035	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	254,766	83,349	4,777	88,126	171,416	1.05x
15.0	7/31/2035	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	171,416	84,912	3,214	88,126	86,504	1.05x
15.0	3/31/2036	8,309,739	276,378	8,033,361	2.32%	93,177	(932)	92,245	86,504	86,504	1,622	88,126	0	1.05x



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Southwoods Manager, LLC

CASE #: ECD-47

CITY COUNCIL HEARING DATE: October 20, 2020

REQUEST: to approve the Southwoods Redevelopment Plan

On September 24, 2020 the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon conformance with the Comprehensive Plan, elimination of blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for development along the Childs Road corridor.

VOTE:

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

Planning Commission Hearing (s) was held on: September 24, 2020

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE #1250
 PAPILLION, NE 68046-2895
 (402) 593-4155
www.sarpy.com

ADMINISTRATOR Dan Hoins
DEPUTY ADMINISTRATOR Scott Bovick
CHIEF FINANCIAL OFFICER Bill Conley



COMMISSIONERS	
Don Kelly	District 1
David Klug	District 2
Angi Burmeister	District 3
Gary Mixan	District 4
Jim Warren	District 5

September 29, 2020

Ms. Tammi Palm
 Planning Manager
 City of Bellevue
 1510 Wall Street
 Bellevue, Ne. 68005

RECEIVED
 SEP 30 2020
 PLANNING DEPT.

Re: Letter of Opposition- Redevelopment Plan for Lots 9, 10 and 11, Southwoods

Dear Ms. Palm:

Please consider this correspondence as formal opposition to the proposed Tax Increment Financing on the above referenced project.

We recognize that current taxes will still "flow to the various taxing entities," however, what is conspicuously absent in your report is the \$1,732,956 which will not be realized by the various taxing entities. Instead, it will flow directly into the pocket of a private developer.

Moreover, the type and density of development you are proposing creates a high demand for government services. Approval of TIF on this development will take away from multiple taxing entities and place it in the pocket of the private developer in the following amounts:

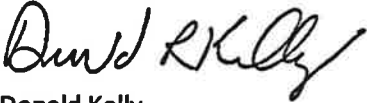
Fiscal Impact of TIF for Lots 9, 10 & 11 of Southwoods, II

Prepared 9/29/2020 - Sarpy County Fiscal & Budget Office

	<u>Tax Levy</u>	<u>% of Total</u>	<u>Allocation</u>
Sarpy County	\$ 0.296900	12.8%	\$ 221,798
Omaha School District	\$ 1.057549	45.6%	\$ 790,037
Omaha School District Bond	\$ 0.172093	7.4%	\$ 128,561
Omaha Special Building	\$ 0.017012	0.7%	\$ 12,709
Learning Community Elem Learning	\$ 0.016052	0.7%	\$ 11,992
City of Bellevue	\$ 0.444000	19.1%	\$ 331,688
City of Bellevue - Bond	\$ 0.166000	7.2%	\$ 124,009
Papio NRD	\$ 0.031015	1.3%	\$ 23,170
Papio NRD - Bond	\$ 0.006369	0.3%	\$ 4,758
Metro Community College	\$ 0.095000	4.1%	\$ 70,969
Agricultural Society	\$ 0.002758	0.1%	\$ 2,060
ESU 19	\$ 0.015000	0.6%	\$ 11,206
TOTAL BASE VALUE TAX RATE	\$ 2.319748	100.0%	\$ 1,732,956
Proposed TIF:	<u>\$ 1,732,956</u>		

We respectfully request you read this letter into the record and place it into the hearing file at both the Bellevue Planning Commission and the Bellevue City Council meetings.

Sincerely,

A handwritten signature in black ink that reads "Donald Kelly". The signature is written in a cursive, slightly slanted style.

Donald Kelly
Chairman
Sarpy Board of Commissioners

Cc: Mayor Rusty Hike
Jim Ristow
Deb Houghtaling

RESOLUTION 2020-42

WHEREAS, Southwoods Manager, LLC, is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described as Lots 9, 10, and 11, South Woods, Sarpy County, Nebraska ("Redevelopment Project Area"); and

WHEREAS, the Redevelopment Project Area is situated within an area previously designated by the Bellevue City Council as blighted and substandard and in need of redevelopment as such terms are defined and contemplated by the Nebraska Community Development Law (Sections 18-2103(3) and 18-2103(31) et seq., R.R.S. Neb.) (the "Act"); and

WHEREAS, Southwoods Manager, LLC has submitted the Redevelopment Project Plan for the Redevelopment Project Area ("Redevelopment Plan") to the Council for its approval as the authority and the governing body of the City (as such terms are contemplated by the Act) for the redevelopment of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan is attached to this Resolution as Exhibit "A"; and

WHEREAS, the Redevelopment Plan anticipates the redevelopment of land with three new buildings to be used for multi-family residential use, and other property improvements as shown in Exhibit "A" (the "Redevelopment Project"); and

WHEREAS, the Redevelopment Plan contemplates that the Redevelopment Project shall be the sole responsibility of, and shall be undertaken and completed at the sole cost and expense of Southwoods Manager, LLC; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$15,500,000 increase in the current assessed valuation of the Redevelopment Project Area, and will also enhance the potential for increases in commercial and other desired development within the surrounding vicinity of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan contemplates that pursuant to the covenants, terms and conditions of a redevelopment agreement among the City, Southwoods Manager, LLC and such other parties as shall be appropriate, the City will issue such appropriate tax increment financing instruments as City shall deem to be appropriate, at the cost of Southwoods Manager, LLC, in an amount not to exceed the principal sum of \$1,853,782 which, if fully paid, will reimburse Southwoods Manager, LLC for costs incurred in furtherance of those eligible Project improvements that are identified in the Plan and the Redevelopment Agreement from the increase in ad valorem real estate taxes levied upon the Redevelopment Project Area over a period of not more than fifteen (15) years from the effective date of the Redevelopment Plan as contemplated by the Act; and

WHEREAS, the Redevelopment Plan contemplates that the tax increment financing instruments to be issued in furtherance of the Redevelopment Project will be fully retired within fifteen (15) years from the effective date of the Redevelopment Plan as a result of the anticipated increase in the assessed value of the Redevelopment Project Area alone (by the payment of the corresponding increase in ad valorem real estate taxes to be levied upon Redevelopment Project Area); and

WHEREAS, following a public hearing convened by the Bellevue Planning Commission pursuant to and in accordance with Section 18-2115 of the Act, the Bellevue Planning Commission concluded that the Redevelopment Plan was in conformity with the general plan for the development of the City and otherwise in conformity with the Act and recommended that this Council approve the Redevelopment Plan, such recommendation being attached to this Resolution in the form of Exhibit "B"; and

WHEREAS, following a public hearing convened in accordance with the requirements of Section 18-2115 of the Act, and in consideration of all information therein presented together with such other information as this Council has determined to be appropriate, this Council finds:

- (a) The Redevelopment Plan is in conformity with the general plan for the development of the City and otherwise in conformity with the legislative declarations and determinations of the Act;
- (b) The Redevelopment Project would not be economically feasible without the use of tax-increment financing;
- (c) The Redevelopment Project would not occur in the Redevelopment Project Area without the use of tax-increment financing;
- (d) The costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services are in the long-term interest of the City, its residents and taxpayers and the Redevelopment Project Area; and
- (e) The cost-benefit analysis for the Redevelopment Project, including that analysis identified and discussed in the Redevelopment Plan, i.e.
 - (i) Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147 of the Act;
 - (ii) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project;
 - (iii) Impacts on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Project Area;
 - (iv) Impacts on other employers and employees within the City and the immediate areas that are located outside the Redevelopment Project Area; and
 - (v) Such other impacts determined by this Council, as the Redevelopment Authority and governing body of the City to be relevant to the consideration of costs and benefits arising from the Redevelopment Project,

sufficiently demonstrates to this Council that approval of the Redevelopment Project as outlined in the Redevelopment Plan is in the best interest of the City, its residents and taxpayers, subject to the execution and delivery of a Redevelopment Agreement (and other related agreements) among the Southwoods Manager, LLC and such other appropriate parties, containing covenants, terms and conditions as shall be necessary or appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue as follows:

1. That the Redevelopment Plan should be and hereby is approved subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Southwoods Manager, LLC and such other parties as shall be appropriate, to be first approved by this City Council, which agreement(s) shall implement the Redevelopment Plan and set forth the covenants, terms, conditions and other appropriate provisions by which any tax increment financing instruments shall be issued and by which the Redevelopment Project shall be effected.
2. That, subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Southwoods Manager, LLC and such other parties

as shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS 20TH DAY OF OCTOBER, 2020.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/03/2020		SUBMITTED BY: Chief Clary	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Simulated Firearm Equipment and Training Services Agreement

SYNOPSIS/BACKGROUND:

In 2015 the Bellevue Police Department purchased and installed the Virtra Judgemental Use of Force Simulator. Several issues have been noted recently by training staff during the use of the simulator. The system needs to be rebooted during training, the weapons systems need continuous maintenance to keep operational and a projector has gone out. The previous service agreement with Virtra expired in September 2020 and Virtra will no longer offer a service agreement for this system due to the age of the software and hardware. Virtra is recommending a system upgrade which will keep the entire system up to date with a new operating system, updated scenario library, weapons upgrades and more. With the current environment law enforcement use of force and decision making training has become more critical than ever and this system provides the most realistic training available our police officers today. The initial setup, installation, training, shipping and handling will be \$8,670.00 and the annual contract cost will be \$33,529.90.

FISCAL IMPACT: \$42,199.90 (year 1) BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: VirTra, Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Simulated Firearm Equipment and Training Services Agreement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: 60 months 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:

Recommend approval of the Simulated Firearm Equipment and Training Services Agreement with VirTra, Inc and authorized the Mayor to sign.

ATTACHMENTS:

- | | | |
|----------------------|-------------------------------------|--|
| 1. Service Agreement | 2. Annual Service Plans description | 3. Subscription Training and Equip Partnership |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robinson
[Signature]
[Signature]



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

Account Name Bellevue Police Department
Contact Name David Stukenholtz
Phone (402) 293-3115
Email dave.stukenholtz@bellevue.net

Created Date 9/17/2020
Quote Number 00004330
Expiration Date 1/31/2021

Ship To Name Bellevue Police Department
VirTra STEP Annual Contract Offering

Prepared By Nick Newhouse
Phone (480) 968-1488
Extension 5028
Email nnewhouse@virtra.com

VIRTRA, INC.

**SIMULATED FIREARM EQUIPMENT
AND TRAINING SERVICES AGREEMENT**

AGREEMENT: Simulated Firearm Equipment and Training Services Agreement (the "Agreement") is made and entered by and between the organizations or entities set forth below to provide Agency with certain hardware, software, documentation, installation, training, maintenance, and support (collectively, the "System").

CONTRACT PRICE SUMMARY:

Contract initiation payments (one time.)

Setup & Training: \$6,270.00
S&H \$2,400.00

Annual Recurring Payment:

Annual Contract \$33,529.90
Rate (STEP)

TERM: This Agreement will become effective upon the date the customer receives and accepts control over a substantial portion of the equipment listed on Exhibit D and services listed on the System Acceptance Checklist (Exhibit C) but not more than 90 days after Contract execution date. Unless terminated as set forth herein, this Agreement shall remain in force for a period of twelve (12) months (the "Term") from the Effective Date. After the Term, this Agreement will be renewed for additional periods of twelve (12) months (each a "Renewal Term"), up to a total aggregated term of sixty (60) months, unless and until one party provides the other party with written notice of termination at least sixty (60) days prior to the end of the Term, or any subsequent Renewal Term.

EXHIBITS: The following exhibits are incorporated herein by reference and form a material part of this Agreement.

- Exhibit A: General Terms and Conditions.**
- Exhibit B: Maintenance and Support Agreement.**
- Exhibit C: System Acceptance Check List.**
- Exhibit D: Services, Equipment, and Pricing Summary**

SIGNATURES: By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

FOR AGENCY

Signature

Date

Printed Name and Title



FOR VIRTRA

Signature

Date

Printed Name and Title

7970 South Kyrene Road
Tempe, AZ 85284
(480) 968-1488

EXHIBIT A
VIRTRA, INC.
AGREEMENT FOR SIMULATED FIREARM EQUIPMENT AND TRAINING SERVICES
GENERAL TERMS AND CONDITIONS

1. NON-EXCLUSIVE AGREEMENT

The Agreement does not establish an exclusive contract between the Agency and VirTra. Each party expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from VirTra; and the unrestricted right to bid and supply any such product, support or service.

2. PRODUCTS AND SERVICES

VirTra agrees to provide the Agency with the System, including all goods and services in accordance with the terms and conditions set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated herein, as well as all necessary manpower and other necessary resources.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY OR IN MAILINGS, ATTACHED TO INVOICES OR WITH ANY GOODS SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. THE PARTIES AGREE THAT ALL TERMS AND CONDITIONS ARE SET FORTH IN THIS AGREEMENT AND THE ATTACHED EXHIBITS THAT ARE ATTACHED TO THE AGREEMENT AND INCORPORATED HEREIN. Employees and agents of VirTra, shall, while on the premises of the Agency, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

If required, VirTra shall be responsible for installation, training and knowledge transfer activities in relation to the goods being supplied, as set forth in Exhibit B to this Agreement.

All equipment shall be delivered to a Agency site specified in the contract release purchase order, or if not so specified therein, as otherwise agreed by the parties in writing.

Upon any termination or expiration of this Agreement, the System and all other related materials provided to Agency hereunder shall be returned to VirTra or, at VirTra's option, VirTra may arrange for pickup of the System and related materials. The System and related materials must be returned to VirTra in good repair and functionality, considering reasonable wear and tear.

VirTra shall provide the System and perform work in a professional manner consistent with, at a minimum, general industry standards.

3. NECESSARY ACTS AND FURTHER ASSURANCES

The parties agree that they shall cooperate and execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

4. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

5. PRICING

Unless otherwise stated, prices shall be fixed for the first year of the Agreement, with increases in payments in subsequent years to be mutually agreed by the parties in writing. If any product listed in this Agreement is discontinued or upgraded prior to delivery, VirTra shall extend the same pricing towards a comparable replacement that is functionally equivalent or an upgraded version.

Exhibit D of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.



6. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on Agency unless it is in writing and signed by an authorized representative of the Agency.

7. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the Agency is listed in the Hazardous Substances List of the Regulations of the Occupational Safety and Health Administration, or if the product presents a physical or health hazard, VirTra must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

8. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by VirTra in suitable containers in accordance with sound commercial practices. VirTra shall include an itemized packing list with each shipment and with each individual box or package shipped to the Agency. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by VirTra to Agency will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, VirTra agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at Agency's destination; and such loss, injury or destruction shall not release VirTra from any obligation hereunder.

9. INSPECTION AND RELATED RIGHTS

All goods and services are subject to inspection, testing, approval and acceptance by the Agency. Inspection shall be made within prior to execution of the System Acceptance Checklist, shown in Exhibit C.

In the event that VirTra's goods are not accepted by Agency due to a material breach by VirTra or due to loss, injury, or destruction of goods and material ordered which occur prior to the delivery at Agency destination, VirTra shall be liable to remedy, repair, or replace the rejected goods.

The rights and remedies of Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by Agency of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by VirTra, or of any other claim, right or remedy of the Agency.

Agency's acceptance of the goods and services offered by VirTra hereunder shall be evidenced by an authorized signature on Exhibit C.

10. ADJUSTMENT BY COMPANY

The Agency reserves the right to waive a variation in specification of goods or services supplied by VirTra. VirTra may request an equitable adjustment of payments to be made by Agency if Agency requires a change in the goods or services to be delivered. Any claim by VirTra for resulting adjustment of payment must be asserted within thirty (30) days from the date of receipt by VirTra of the notification of change required by Agency.

11. INVOICING

VirTra shall invoice Agency on a periodic basis, in accordance with the pricing set forth in Exhibit B of the Agreement. Invoices shall be sent to the Agency customer or department referenced above or such other person or address as the Agency may provide to VirTra, in writing, from time to time. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: VirTra's complete name and remit-to address; invoice date, invoice number, and payment term; Agency contract number; pricing per the Agreement; applicable taxes; and total cost. VirTra and Agency shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

12. AVAILABILITY OF FUNDING

The Agency's obligation for payment of any fees or charges beyond the Initial Term is contingent upon the availability of funding and upon appropriation for payment to VirTra.

13. PAYMENT

The Agency's standard payment term shall be Net 30, unless otherwise agreed to by the parties. Payment shall be due thirty (30) days from the date of receipt of each invoice issued hereunder.

14. OTHER PAYMENT PROVISIONS

Notwithstanding anything to the contrary, Agency shall not make payments prior to receipt of service or goods (i.e. the Agency will not make "advance payments").

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

VirTra shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and



such payment shall be identified under VirTra's federal and state identification number(s).

15. TERMINATION FOR CAUSE

Either party may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon thirty (30) days written notice to the other party. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order, (b) violation by a party of any applicable laws or regulations; or (c) assignment or delegation by a party of the rights or duties under this Agreement without the written consent of the other party.

In lieu of terminating immediately upon default, the non-defaulting party may, at its option, provide written notice specifying the cause for termination and allow the defaulting party ten (10) days (or other specified time period in the written notice) to cure. If, within ten (10) days (or other specified time) after such notice has been given, the defaulting party has not cured the default to the reasonable satisfaction of the non-defaulting party, or if the default cannot be reasonably cured within that time period, the non-defaulting party may terminate this Agreement at any time thereafter.

16. TERMINATION FOR BANKRUPTCY

If VirTra is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of VirTra's insolvency, the Agency may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement.

17. DISPUTES

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be subject to mediation and then binding arbitration.

18. ACCOUNTABILITY

VirTra will be the primary point of contact for the manufacturer, deliverer or any subcontractors and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, VirTra must take immediate action to correct or resolve the issues.

19. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

VirTra may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of Agency. Notwithstanding the foregoing, VirTra may transfer its rights and obligations under this Agreement in conjunction with a sale of all or substantially all of VirTra's assets.

20. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving VirTra. In the event of an acquisition, merger, divestiture or other transfer of rights VirTra must ensure that the enquiring entity or the new entity is legally required to:

- A. Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between VirTra and the Agency, including but not limited to: a) established pricing and fees; b) product support and maintenance until the contract is terminated; and c) no price escalation during the term of the Agreement.
- B. If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The Agency will not be required to pay any additional license or maintenance fee.
- C. Give the Agency prompt written notice following the closing of an acquisition, merger, divestiture or other transfer of rights involving VirTra.

21. COMPLIANCE WITH ALL LAWS & REGULATIONS

VirTra shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. VirTra's violation of this provision shall be deemed a material default by VirTra, giving Agency the right to terminate the Agreement. Examples of such Regulations include but are not limited to Occupational Safety and Health Act of 1970 and the standards and regulations issued there under. VirTra agrees to indemnify and hold harmless the Agency for any loss, damage, fine, penalty, or any expense whatsoever as a result of VirTra's failure to comply with the act and any standards or regulations issued there under.

22. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.



The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The Agency shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by VirTra. The Agency shall reserve the right to extend the agreement and time for performance at its discretion.

23. CONFLICTS OF INTEREST

VirTra shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations. In accepting this Agreement, VirTra covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. VirTra further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. VirTra, including but not limited to VirTra's employees and subcontractors.

24. INDEPENDENT CONTRACTOR

VirTra shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of Agency. VirTra shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the Agency and VirTra. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of Agency, nor shall any such person be entitled to any benefits available or granted to employees of the Agency.

VirTra is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

25. INSURANCE

At all times during the Term of this Agreement, VirTra shall maintain insurance coverage commensurate with VirTra's obligations and liabilities hereunder.

26. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages caused by VirTra's negligence or operations shall be repaired, replaced or reimbursed by VirTra at no charge to the Agency. Repairs and replacements shall be completed in a timely and expedient manner. The clean up of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from VirTra's vehicles or during performance shall be the responsibility of VirTra. All materials must be cleaned up in a manner and time reasonably acceptable to Agency (completely and immediately to prevent potential as well as actual environmental damage). VirTra must promptly report each incident to the Agency. Damage observed by VirTra, whether or not resulting from VirTra's operations or negligence shall be promptly reported by VirTra to Agency. Agency may, at its option, approve and/or dictate the actions that are in Agency's best interests.

28. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE

VirTra represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Right of use to the material and supplies accepted shall pass directly from VirTra to Agency at the F.O.B. point, subject to the right of Agency to reject upon inspection.

29. INDEMNITY

Neither party shall not be liable for, and each party shall defend, indemnify and hold harmless the other party and the employees and agents of the other party (collectively, the "Indemnified Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of a party or its contractors, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of a party. A party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which a party is obligated to indemnify, defend and hold harmless the other party as set forth herein.

30. WARRANTY; MAINTENANCE

VirTra shall provide the warranty and maintenance services set forth in Exhibit B to this Agreement. Except as expressly set forth therein, VirTra shall have no other maintenance or support obligations.

31. COOPERATION WITH REVIEW

VirTra shall cooperate with Agency's periodic review of VirTra's performance. VirTra shall make itself available onsite to review the progress of the project and Agreement, as requested by the Agency, upon reasonable advance notice.

32. NON-DISCRIMINATION

VirTra shall comply with all applicable Federal, State, and local laws and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; and The Rehabilitation Act of 1973 (§§ 503 and 504). VirTra shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall VirTra discriminate in provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital



status. VirTra's violation of this provision shall be deemed a material default by VirTra giving Agency a right to terminate the Agreement for cause.

33. SEVERABILITY

Should any part of the Agreement between Agency and VirTra or any purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

34. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by Agency. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the Agency so specifies.

35. USE OF COMPANY'S NAME FOR COMMERCIAL PURPOSES

VirTra may not use the name of the Agency or reference any endorsement from the Agency in any fashion for any purpose, without the prior express written consent of the Agency.

36. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

37. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

38. EXECUTION & COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

39. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Each party may designate their desired contact person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

40. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

41. CONTRACT EXECUTION

Unless otherwise prohibited by law or Agency policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Agency.

42. AGENCY POINT OF CONTACT

Each party will identify a point of contact to facilitate the contractual relationship, be responsible and accountable for fulfilling the requirements under the Agreement. Updated contact information for each point of contact shall be provided to the other party from time to time, as necessary.

43. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

44. AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by an authorized representative, as evidenced by their signature as set forth in this Agreement.



45. DATA AND OWNERSHIP

All content generated or stored by the System that is related to the performance and activity of Agency personnel while using the System (“Content”) shall be the sole and exclusive property of Agency. Agency acknowledges and agrees that the System provides certain Content backup and verification features and that preservation of the Content is the sole and exclusive responsibility of Agency.

Agency hereby grants VirTra a license to the Content for purposes including, but not limited to, measuring System performance and function, System maintenance, calibration, data aggregation for tests, training results, measurements, etc.

46. CONFIDENTIAL INFORMATION

“Confidential Information” shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation to a party or any of its affiliates or representatives by the other party. Neither party shall, without the other party’s written permission, use or disclose Confidential Information other than in the performance of its obligations under this Agreement. All Confidential Information shall remain the property of the party that developed or legally acquired the Confidential Information. Neither party shall acquire an ownership interest in the other party’s Confidential Information by virtue of this Agreement. Each party shall defend, indemnify and hold the other party harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by that party and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the other party.

47. LIMITATION OF LIABILITY

Both parties’ liability for damages to each other for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the greater of five hundred thousand dollars (\$500,000) or two (2) times the Total Agreement Value. For purposes of this Section, “Total Agreement Value” will mean the aggregate Agreement price and any subsequent amendments to this Agreement. In no event will either party be liable to the other party for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory. The foregoing limitation of liability shall not apply to: (i) any indemnity and defense obligations related to infringement of intellectual property, personal injury, death, property damage; (ii) willful misconduct, gross negligence, or fraud; or (iii) reasonable attorney’s fees.

48. OWNERSHIP PROPERTY

Except as expressly set forth herein, Agency acknowledges and agrees that all right, title, and interest in and to the System (and the intellectual property rights associated therewith) provided to Agency under the terms and conditions of this Agreement shall, at all times, belong to VirTra or VirTra’s partners, suppliers, and licensors. Nothing in this Agreement shall be construed or interpreted to confer any ownership interest in or to the System to Agency. Notwithstanding the foregoing, VirTra may, in VirTra’s sole discretion, transfer ownership of the System to Agency provided, however, that no transfer of intellectual property shall be inferred by such a transfer and continued use of the System after transference is permitted only by means of a continuing license from VirTra.

49. TAXES

Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of the Buyer. Said taxes shall be listed on the invoices from VirTra and the Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect that are evidenced on the invoice (s) to Agency.

50. TAX EXEMPTION

Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific goods and services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of the Buyer to pay all required taxes. Additionally, it will be Buyer’s responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

Exhibit B Maintenance and Support Agreement

During the term of the Agreement, and provided that Agency is in material compliance with the terms and conditions set forth in Exhibit B, VirTra includes the following maintenance and support at no additional charge. Notwithstanding the foregoing, warranty and support may be excluded for any and all equipment damaged or destroyed by improper use or misuse in which case, additional charges may apply.

1: VirTra System Technician on installation site one time during Plan Year to perform the following functions as needed and if applicable.

* Annual site visits only available on Contracts with the VirTra V-180 or V-300 Simulator Systems in Exhibit D.

- Upgrade VirTra Operating System (VOS) Features¹
- Install new VirTra training scenarios²
- Clean Computer, Monitor & Keyboard
- Perform Computer Diagnostics
- Clean Simulator Screens
- Upgrade to most current base library
- Recalibrate System



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

- Inspect Refill Station & Regulator
- Recondition & Test Recoil Kits
- Zero all Laser Based Items
- Test Threat-Fire™ Devices for Proper Functionality
- Test OC & Taser Devices for Proper Functionality
- Inspect & Test Speakers and Sound FX
- Provide a List of Inspected Items
- Provide User Refresher Training

2: Parts and Labor in the event of a non-functioning system or accessory.³

3: Use of VirTra's Advance Replacement Program.⁴

4: Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.

5: Simulator Computer and Projector Upgrade after five (5) years of deployment and if Contract renewal into sixth year of service. Other electronics and hardware to be upgraded at VirTra's discretion.

6: Travel expenses if a VirTra technician must travel to customer location.

7: Overnight Shipping on all replacement or repaired parts⁵

8: Remote Assistance⁶

1 – VirTra Operating Software Version 4 (VOS 4) will be automatically upgraded to the most current 4.XX.XX release during Annual visit. Hardware must be supported by the new release and have enough hard drive space available on the system.

2 – Agency will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible with Agency's system and, accordingly, no guarantee of additional scenarios is provided.

3 – TASER X26 blue handle units found to be defective will be replaced with laser sim cartridges and customer will be required to supply working TASER handle.

4 – Limited Quantities and not available for all components.

5 – Where Available

6 – Agency must allow remote access to System.

Exhibit C Service Upgrade Checklist

As needed: Add New Computers, New Projectors, Computer Rack, New Instructor Station, Tracking System, RE-Laser Input Devices, Update Scenario Library

Inquire on what projectors are on site to ensure the correct bulbs are included

Inquire on hard drive capacity and type to ensure adequate replacements are included as needed

Check and replace projector bulbs (annually, after 900 hours have been put on the bulbs)

Clean computer(s), keyboard, monitor(s)

Computer diagnostics: remove unnecessary programs, de-fragment if HDD is used, verify hard drive space available and type

Test all Weapon Kits and Wireless Accessories

Ensure manuals are correct for System/Accessories

Check sizes of Content folders (LE, MIL, and VSA folders)

Take pictures of front and rear of stack

Take pictures of disassembled kits

Verify types and serial numbers of all kits on site

Clean simulator screens

Install VirTra Operating System (VOS) updates (if applicable)

Re-calibrate system - verify and mitigate onsite IR devices.

Verify Shot Tracking and any anomalies

Recondition recoil kits to ensure proper function. Test batteries and seals/o-rings. Verify Tracking pulse length and input serials into VOS.

Inspect Refill Station to ensure optimal performance, identify any CO2 leaks, align refill blocks as needed

Verify CO2 tank type.

Test Threat-Fire devices for proper functionality and connectivity to system

Test OC and Taser devices for proper functionality and accuracy.

Check battery level on Taser and advise if replacement needed.

Inspect and Test Speakers: ensure all speakers are producing output on Master and Cluster machines.

Test volume balancing and sound equalization.

Provide refresher training for customer. -

Observe customers start/use/shutdown procedures and verify correct process.

Address questions on basic operation and maintenance.

Review proper startup and shutdown procedures

Adding/configuring/zeroing/removing weapons

Configuring trainees/trainee sets



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

Accessory controller use with M-16 kits and Threat Fire devices.
Inspect and replace the Refill Station nozzle seal, if needed.
Provide customer with a list of inspected items

**Exhibit D:
Services, Equipment, and Pricing Summary**

Product Code	Product	Quantity
V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™	1.00
V-300LE-1	VirTra 300 LE (w/ 1 year warranty)	1.00
VHU-BS-300	Borderless Screens (V-300 Systems)	1.00
VATU-TP-300	Training Platform (V-300 Systems)	1.00
VATU-SE	Enhanced Sound Effects	1.00
VATU-BD	Breach Door	1.00
VATU-TMAR	Trainee Monitor and Recording	1.00
TRK-G23	Tetherless-Glock 23	2.00
TRK-G23-MAG	Tetherless-Glock 23-Magazine	2.00
VWSA-G23-AP	Tetherless-Glock 23-Adapter Plate	1.00
VATR-M16	VirTra Tetherless-Advanced AR15/M16	2.00
VATR-M16-MAG	VirTra Tetherless-Advanced AR15/M16-Magazine	2.00
VWSA-VATRM16-AP	VirTra Tetherless-Advanced AR15/M16-Adapter Plate	1.00
VTRK-G17-RK	VirTra Tetherless-Glock 17	2.00
VWSA-VTRKG17-AP	VirTra Tetherless-Glock 17-Adapter Plate	1.00
VTRK-G17-SM	VirTra Tetherless-Glock 17- Standard Magazine	2.00
VNLW-TAS-X26/P	X26P TASER® Simulation Cartridge	2.00
VATU-TFII	VirTra Threat-Fire™	2.00
VNLW-OCC-MK3	OC Canister-MK3	2.00
VWSA-WS	Wireless Station	1.00
VWSA-RFS	Refill Station	1.00

\$33,529.90



ANNUAL SERVICE PLANS



FOR PRODUCTS: V-300, V-180 AND V-ST PRO

PLAN COSTS

VirTra's Annual Service Plan is calculated at 10% of total system investment. This includes all accessories and options; not to include installation, training and S&H charges.

PLANS INCLUDE

- VirTra System Technician on installation site one time during Plan Year to perform the following functions as needed and if applicable.
 - Upgrade VirTra Operating System (VOS) Features¹**
 - Install new VirTra training scenarios²**
 - Clean Computer, Monitor & Keyboard
 - Perform Computer Diagnostics
 - Clean Simulator Screens
 - Upgrade to most current base library
 - Recalibrate System
 - Inspect Refill Station & Regulator
 - Recondition & Test Recoil Kits
 - Zero all Laser Based Items
 - Test Threat-Fire³ Devices for Proper Functionality
 - Test OC & Taser Devices for Proper Functionality
 - Inspect & Test Speakers and Sound FX
 - Provide a List of Inspected Items
 - Provide User Refresher Training
- Parts and Labor in the event of a non-functioning system or accessory.³
- Use of VirTra's Advance Replacement Program.⁴
- Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.
- Travel expenses if a VirTra technician must travel to customer location.
- Overnight Shipping on all replacement or repaired parts⁵
- Remote Assistance⁶

1) VirTra Operating Software Version will be automatically upgraded to the most current and applicable release during Annual visit. Hardware must be supportive of the new release and have enough hard drive space available on the system. 2) Customer's under a valid Annual Service Plan will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible depending on the VOS version installed on their system. 3) TASER X26 blue handle units found to be defective under an Annual support plan will be replaced with laser sim cartridges and customer will be required to supply working TASER handle(s). 4) Limited Quantities and not available for all components. 5) Where Available. 6) Customer must allow access.



LIMITATION & EXCLUSIONS

The following terms and conditions govern the sale of this service contract between VirTra Inc. ("VirTra") and the original purchaser of the product ("Customer") in the continental United States. By purchasing, Customer agrees to be bound by and accepts these terms and conditions identifying how VirTra will support the VirTra Inc.(s) ("Equipment"). This agreement may not be canceled and Customer will not receive a refund of any amount paid hereunder. This warranty will be effective for a span of one (1) calendar year from the date of installation and acceptance of Equipment by Customer. Customer may purchase an additional warranty to extend beyond the first year coverage period. Additional warranties are available in calendar years based upon the original date of installation. Warranty is only valid for equipment installed within the 48 continental United States.

1.0 VirTra Obligations. VirTra's basic obligation shall be to ensure Equipment remains free from defects in materials and workmanship. VirTra will provide a Service Manager available with telephone support that can be contacted (for hardware or software issues). VirTra also must continue to develop the software in support of the Equipment, to include fixes and updates, improvements in operation, and new features – provided free of charge during the extended warranty period. If issues cannot be corrected by e-mail, teleconferences, or by shipping equipment back to VirTra/Customer, then VirTra will send a qualified technical support representative to the location for on-site service.

2.0 Customer Obligations. The Customer has responsibility for exercising reasonable care in operating, handling and maintaining the Equipment. Customer acknowledges and agrees that VirTra may subcontract performance of certain services hereunder to third parties selected by VirTra. VirTra may, at its sole discretion, leave spare parts for Equipment with Customer. Customer must maintain consumable items such as projector bulbs, CO2 tanks, and batteries. Equipment operation, handling, and maintenance procedures are covered by documentation which will be provided with the equipment. Equipment failure or damage which is attributable to the Customer's, or a third-party's, rough treatment, abuse, misuse, neglect, additions, adjustment, or modification is the responsibility of the Customer. The Customer is expected to work promptly with VirTra's service technician to resolve equipment problems. Customer is also responsible for notifying VirTra once replacement parts are received. Customer certifies they will maintain all Equipment and parts in a safe, secure and in an environmentally controlled area. This area must include, but not limited to, controllable HVAC, and must protect against electrical surges and black or brown outs. VirTra strongly recommends the purchase and use of uninterrupted power supplies (UPS) and high-quality surge protectors for equipment.

3.0 Replacement Products and Parts. VirTra, at its sole discretion, may replace the failed Equipment or any part thereof, with a product of comparable or greater specified functionality which may be of a different model or manufacturer. Replacement products and parts become Customer's property; returned Equipment becomes property of VirTra. VirTra has no obligation to return replaced products or parts to the Customer.

4.0 Excluded Services. The following services are specifically excluded from this contract, and any excluded services performed by VirTra may be subject to additional charges. (a) Repair of damage to the Equipment resulting from accident; improper packaging by Customer; Customer negligence; misuse; unauthorized repairs; failure of electrical power, air conditioning, humidity control, vandalism, fire, water damage or other casualty resulting from causes beyond the control of VirTra. (b) Installation of 3rd. party software in violation of operating procedures. (c) Repair or replacement of equipment without prior consent of VirTra.

5.0 Limitation of Liability. (a) Coverage under this contract does not insure uninterrupted operation of the Customer's Equipment. VirTra's maximum liability under this contract will be limited to replacing the failed Equipment under dispute with comparable equipment. (b) No Consequential Damages. VirTra SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, USE, OR DATA FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, UNDER ANY LEGAL THEORY, EVEN IF VirTra

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (c) Disclaimer of Warranties. THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND ARE WITHOUT A WARRANTY OF ANY KIND. VirTra DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.0 Termination for Cause. VirTra shall have the right to terminate this contract immediately upon written notice in the event that Customer violates any provision of this contract, including (without limitation) failure to make payment and if such violation remains un-remedied for more than thirty (30) days after Customer receives notice of the violation from VirTra; or in the event that Customer: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; (iii) becomes insolvent; (iv) makes a general assignment for the benefit of its creditors; or (v) becomes subject to direct control by a trustee, receiver or similar authority.

7.0 Concurrent Remedies; Attorneys' Fees. The rights and remedies set forth in this contract may be exercised concurrently or separately by VirTra without waiver of any of the rights or remedies otherwise existing at law or in equity. In the event of Customer's default, VirTra shall have the right to collect all expenses of collection and recovery, including reasonable attorneys' fees.

8.0 Obligation to Pay. Customer's obligation to pay all charges which shall have accrued during the term of this contract shall survive any termination of this contract.

9.0 Assignment. This contract may be assigned by VirTra to any other party without notice to Customer; provided, however, that any assignee shall be responsible to Customer as set forth in this contract and VirTra shall promptly notify Customer of any such assignment. In such an event, reference to "VirTra" in this contract shall be deemed to be a reference to the assignee and such provision shall apply to any subsequent assignment by any assignee. This contract may not be assigned by Customer.

10.0 Governing Law. This contract shall be construed in accordance with Arizona law as if entered into between two parties residing in Arizona and wholly performed within Arizona.

11.0 Notices. Any notice given under this contract (except for routine requests for service) shall be in writing and shall be deemed effective, upon delivery, to the address specified on the contract, or such other address as the parties may provide each other from time to time by written notice.

12.0 Severability; Waiver. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, this contract shall be enforced to the maximum extent possible. No waiver of any provision of this contract by either party shall be deemed to be an ongoing waiver of such provision by such party.

13.0 Force Majeure. VirTra shall not be liable for failure to service the Equipment when such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil and military authority, strikes, flood, epidemics, war, riots, delays in transportation and inability due to causes beyond its reasonable control to obtain necessary labor or materials or replacement products or components thereof.

14.0 Entire Agreement. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall be binding on the parties and their respective successors and assigns and shall supersede any additional or conflicting terms of any other document. This contract may not be modified or amended unless agreed to by both parties in writing.



VirTra

Introducing **S.T.E.P.** Subscription Training & Equipment Partnership™

Customizable and scalable, STEP offers an affordable, intense, multi-sensory, realistic training program for your department. Easily deployed on a subscription basis, STEP allows you to focus on what's important, and not wonder if your simulator technology is outdated.

Join us as we modernize law enforcement training with the industry's **ONLY** subscription-based training program including certified interactive coursework.

BENEFITS

- Fully-inclusive, with no cost variables or unknowns: hardware, software, training, new scenarios annually, and support
- More officers trained with overall better retention
- Law Enforcement agencies receive full access to **V-VICTA**, a nationally recognized, certified curriculum
- More qualified training by industry experts
- Guaranteed*

* Guarantee—If your department isn't completely satisfied within the initial 12 months of use, VirTra will cancel the contract and pick up the equipment—no questions asked.

AS EASY AS...

STEP 1: Agree to Partner & Select Your Subscription

Start saving *thousands* of hours on coursework rewrites and updates. VirTra provides IADLEST certified interactive coursework so you can save time and money.

STEP 2: Customize Your Training Package

STEP allows you to customize your package to fit your training needs and your budget. Choose the equipment, training solutions and tools. From fully immersive training simulators, like the **V-300®**, to advanced skill drills training with **V-Marksmanship™**, to exclusive training scenario software, **V-Author®**, you can get it all in one turn-key program.

STEP 3: Deploy Your Agency's Simulation Training Program

With 25 years of experience under our belts, VirTra has created a program that can withstand the rigors of high-training usage. In addition, STEP customers have access to the industry's largest and best trained support staff whose mission is to keep your training program operating at its best at all times.

"The STEP program allows law enforcement entities to request the money under their training budget, not under their equipment budget. It is much easier to sell city leaders, city councils and communities on the need for increased training dollars in de-escalation and use of force measures than it is to convince them to purchase high dollar equipment."

— **Capt. Jody Hayes**
West Des Moines Iowa
Police Department

Schedule an assessment today by visiting step.virtra.com

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
11/03/2020

COUNCIL MEETING DATE: 11-3-20		SUBMITTED BY: Lt. Derek Bees	
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:

Purchase of Penlink PLX Software

SYNOPSIS/BACKGROUND:

The Police Department Criminal Investigations Division currently uses Penlink software for basic data collection and analysis on criminal cases. It is limited in its scope and upgrading to the Penlink PLX Software will provide us with a greater ability to collect, analyze, and export large volumes of social media, email, and other internet communication data. We will be able to identify data links, frequencies, timelines, and call associations using an array of charting tools. We will also be able to load large quantities of data from an array of file types and sources along with cell site mapping. This will assist us in homicide cases, sexual assaults, human trafficking, auto theft rings, and numerous other investigations.

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:

Approved Purchase of Penlink PLX Software.

ATTACHMENTS:

1. <input type="text" value="Penlink PLX Invoice"/>	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:






Quote

Company Address 5944 Vandervoort Dr.
Lincoln, Nebraska 68516
United States

Quote Number 00008352
Created Date 10/20/2020

Bellevue Police Department (NE)
1510 Wall Street
Bellevue, Nebraska 68005
United States

Bellevue Police Department (NE)
1510 Wall Street
Bellevue, Nebraska 68005
United States

Prepared By Jon Kraai
Freight Terms FOB Origin

Expiration Date 12/31/2020
Payment Terms Net 30

Quantity	Item Description	Unit Price	Total Price
1.00	UPGRADE PL8 PROFESSIONAL SOFTWARE EDITION TO PLX PROFESSIONAL SOFTWARE EDITION (TELEPHONE) Autoload, analyze, and map CDRs, cell tower data, and cell phone forensics data.	\$3,250.00	\$3,250.00
1.00	PLX SOFTWARE LICENSE - SEARCH WARRANT EDITION (IP) to be combined with PROFESSIONAL or INTERCEPT EDITION (TELEPHONE) Autoload and analyze historical internet protocol data from social media, email, and other internet sources.	\$2,750.00	\$2,750.00
1.00	ADD-ON: CELL PHONE FORENSICS FOR PLX SOFTWARE LICENSE - PROFESSIONAL EDITION (TELEPHONE) Autoload and analyze cell phone forensic data.	\$500.00	\$500.00
	Tax		\$0.00
	Total Price		\$6,500.00

Pen-Link, Ltd, Maintenance and Support Terms and Conditions

1. Terminology

The following terms and definitions apply throughout this document.

- 1.1. Pen-Link Software. Pen-Link Software is software developed and manufactured by Pen-Link, Ltd.
- 1.2. Pen-Link Customer (also "Customer"). A Pen-Link Customer, or Customer, is any agency or other entity that has one or more current, valid Licenses for Pen-Link Software purchased from or through Pen-Link, Ltd.
- Pen-Link, Ltd, Maintenance and Support Terms and Conditions
- 1.3. Basic Technical Support Package. Entitles our customers to normal business hours telephone support at Pen-Link, Ltd.s published number and/or assistance via e-mail.
- 1.4. Standard Maintenance and Support. Standard Maintenance is a Maintenance option that includes Software Updates, Software Upgrades, and Basic Technical Support as defined herein.

Pen-Link, Ltd is a U.S. - Based Small Business

DUNS: 195956636 / TIN: 47-0707585 / CAGE: 0K6H9

This document contains confidential and proprietary information and is the copyrighted property of Pen-Link, Ltd. Distribution of this document within the receiving agency or company is permitted, but only to such personnel as may be required to meet the goals of the project for which this document was provided. Recipients of this document may not reproduce it, in part or in whole, in any form, or convey its contents to external agencies by any means, without the express written consent of Pen-Link, Ltd. This document may not be distributed, in part or in whole, in any form, to any commercial, non-government entity.

1.5. Premium Maintenance and Support. Premium Maintenance is a Maintenance option that includes Software Updates, Software Upgrades, and Premium Technical Support as defined herein.

1.6. Software Update. A Software Update is an enhancement including additions, changes, and bug fixes to Pen-Link Software that is already in the applicable commercial market. Software Updates occur within the same major version number of an existing software product. For example, replacing Pen-Link v8.1.29.0 with Pen-Link v8.1.30.0 would constitute a Software Update. Such an update is often referred to as a New Build of the Pen-Link Software.

1.7. Software Upgrade. A Software Upgrade is the replacement of an older major version of an existing Pen-Link Software product or products, with a newer major version of a Pen-Link Software product or products, to the extent required to maintain the same operational functionality that was supported by the Pen-Link Software prior to the upgrade. For example, upgrading from Pen-Link Version 7 to Pen-Link Version 8 (where 8 is the newer major version) would constitute a Software Upgrade, so long as the installation of the newer version of the Pen-Link Software supported at least the same operational functionality that the Customer had under Pen-Link version 7. Upgrades do not apply to new software products that Pen-Link, Ltd. may release to the commercial market from time to time in the future.

1.8. Basic Technical Support (also "Basic Support"). Basic Technical Support is a Support option that includes telephone-based Technical Support for the Pen-Link Software licensed by the Customer. Basic Technical Support also includes assistance via email or other automated processes such that Pen-Link, Ltd. may deem fit to offer. Basic Technical Support may be obtained by contacting Pen-Link, Ltd. via its published, main telephone number (currently 402-421-8857), its general support email account (support@penlink.com), or its World Wide Web site (www.penlink.com). Basic Technical Support is available Monday through Friday, from 8:00 AM to 5:00 PM Central time, except for holidays.

1.9. Premium Technical Support (also "Premium Support"). Premium Technical Support is a Support option that includes all of the support services offered with Basic Technical Support (Section 1.8), plus Emergency After-Hours support for live communication interception and collection operations. Emergency After-Hours support services may be accessed through methods, including telephone access, that are provided to the customer at the time of purchase. Emergency After-Hours support services are available Monday through Friday, from 5:01 PM - 7:59 AM Central time and all day Saturday & Sunday, including holidays.

1.10. Maintenance and Support Agreement ("Agreement"). This Maintenance and Support Agreement is the Agreement between Pen-Link, Ltd. and the Customer regarding the terms and conditions under which the Maintenance and Support Services described in this document are purchased and provided.

2. Software

2.1. Maintenance is an optional service offered by Pen-Link Ltd. to augment a purchase of Pen-Link Software. Maintenance may be purchased by a Pen-Link Customer along with, or subsequent to, the purchase of Pen-Link Software.

2.2. Maintenance is offered only pursuant to a Maintenance and Support Agreement between the Customer and Pen-Link, Ltd.

2.3. Pen-Link, Ltd. offers two levels of Maintenance that a Customer may purchase: Standard Maintenance and Premium Maintenance, as defined in Sections 1.4 and 1.5 respectively.

2.4. Maintenance applies only to software developed and manufactured by Pen-Link, Ltd. Maintenance does not apply to software developed and manufactured by companies other than Pen-Link, Ltd. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, Maintenance does not include updates, upgrades, or bug fixes to, or new releases of, any third-party software or hardware purchased through Pen-Link, Ltd. or with the assistance of Pen-Link, Ltd. Support for third party software and hardware products bundled with Pen-Link, Ltd. licensed Pen-Link Software is available only according to the third-party manufacturer's support policies.

2.5. All Maintenance deliveries are subject to the terms and conditions of the applicable End User License Agreement EULA for the Licensed Software.

3. Technical Support ("Support")

3.1. Technical Support Support is an optional service offered by Pen-Link, Ltd. to support a Customer in the authorized use of licensed Pen-Link Software.

3.2. Support is offered only pursuant to a Maintenance and Support Agreement between the Customer and Pen-Link, Ltd.

3.3. Pen-Link, Ltd. offers two levels of Technical Support: Basic Technical Support and Premium Technical Support, as defined in Sections 1.8 and 1.9 respectively.

3.4. Pen-Link, Ltd. will make every reasonable attempt to answer a Customer's Support questions and address a Customer's Support concerns. However, Support is offered on a good faith, diligent effort basis only, and Pen-Link, Ltd. may not be able to resolve every request for Support.

3.5. Technical Support is provided for ongoing, operational use of the licensed Pen-Link Software; Support is not intended to be a substitute for training or professional services necessary for the implementation or system redesign of the licensed Pen-Link Software, which are outside the scope of this agreement. All such services, including without limitation, training, on-site assistance, consultation, custom programming and other software customizations, network design, and database and network administration, may be provided pursuant to separate agreements with and by Pen-Link, Ltd.

3.6. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, Support is available only for the current and immediately preceding version of the licensed Pen-Link Software.

Support for a previous version of Pen-Link Software is provided up to a maximum of eighteen (18) months after the release of the current version of software, provided that the Customer and Pen-Link, Ltd. are parties to a current Maintenance and Support Agreement.

3.7. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, Support does not include any of the following:

3.7.1. Support for database products or so-called DBMS or Database Management Systems, including without limitations, setup and alteration and/or configuration of such products, and resolution of errors related directly to such products.

3.7.2. Resolving network, workstation, or other environmental errors not directly related to the licensed Pen-Link Software.

3.7.3. Support for any licensed Pen-Link Software working on or with any version of any database, Database Management System, operating system, or other hardware or software product or system that is not specifically identified as interoperable and compatible with the specific version of the license Pen-Link Software being used.

3.7.4. Support for any alpha, beta, or other preproduction release of any software, including Pen-Link Software.

3.7.5. Support for any changes to Pen-Link Software made outside of the product's scope by a customer or by any third party.

3.7.6. Support for any licensed Pen-Link Software that is used for a purpose, or in a manner, for which it was not designed.

4. Terms and Conditions

4.1. Maintenance and Support Agreements are options made available by Pen-Link, Ltd. for a Customer to purchase.

4.2. Maintenance and Support Agreements are offered on an annual basis.

4.3. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, Maintenance and Support Agreements will renew automatically at the end of each annual term, provided that the Customer pays the applicable renewal fees.

4.4. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, a Customer's Maintenance and Support Agreement is to be paid at the start of each annual term.

4.5. Payment. The Customer will be invoiced prior to any annual Maintenance and Support term (initial or renewal terms). The Customer agrees to make payment to Pen-Link, Ltd. no later than thirty (30) days from the date of the invoice, unless otherwise agreed upon in writing. Unless otherwise instructed, the Customer will make payment directly to Pen-Link, Ltd.

4.6. Pen-Link, Ltd.'s obligations hereunder are subject to the Customer's timely payment for Maintenance and Support. Failure of the Customer to pay fees in a timely manner for any term of Maintenance and Support may, at the sole discretion of Pen-Link, Ltd., result in the termination or suspension of Maintenance and Support services.

4.7. Lapses and Reinstatement. If a Customer's Maintenance and Support agreement terminates as a result of expiration or otherwise pursuant to this Agreement, and the Customer decides to reinstate the Agreement, the Customer will be required to pay the applicable Maintenance and Support fees for the lapsed period (the time elapsed between the Agreement expiring and subsequently being reinstated), plus a reinstatement fee equal to 10% of the fees for the lapsed period.

4.8. Taxes. The Customer is responsible for payment of all applicable taxes, value added taxes, or other taxes (however designated) related to the Maintenance and Support of the Licensed Software, unless otherwise agreed upon and stated in writing.

4.9. This Agreement will automatically terminate for each Licensed Pen-Link Software product upon termination of the EULA corresponding to such Pen-Link Software product.

4.10. The Customer may terminate this Agreement for Convenience, but the Customer will not be entitled to a refund of any paid fees in such an event.

4.11. Additional Orders. Orders by the Customer for additional Pen-Link Software products or additional licenses of Pen-Link Software products will increase the Customer's Maintenance and Support fees under this Agreement.

4.12. We reserve the right to impose a convenience fee of 2.0% for credit card processing on amounts over \$10,000.

5. Warranty and Liability Disclaimer

5.1. Pen-Link, Ltd. warrants that the Maintenance and Support services provided to the Customer under this Agreement shall be performed with due care, and in a professional and workmanlike manner. Pen-Link, Ltd. does not otherwise warrant the accuracy or completeness of any services provided pursuant to this Agreement. PEN-LINK, LTD. DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, IN CONNECTION WITH THE SUBJECT OF THIS AGREEMENT. IN NO EVENT, UNDER ANY THEORY OF LAW, SHALL EITHER PARTY AND/OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS AND/OR ITS AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PEN-LINK, LTD.'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE PREPAID AND UNUSED PORTION OF THE CUSTOMER'S MAINTENANCE AND SUPPORT FEES PAID TO PEN-LINK, LTD. PEN-LINK, LTD. SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR ANY SERVICES PROVIDED BY ANY PARTNER OR ANY OTHER THIRD PARTY.

5.2. It is the sole responsibility of the Customer to make and maintain adequate backup copies of software and data.

5.3. In no event will Pen-Link, Ltd. be responsible for lost data.

6. Miscellaneous

Pen-Link, Ltd is a U.S. - Based Small Business

DUNS: 195956636 / TIN: 47-0707585 / CAGE: 0K6H9

This document contains confidential and proprietary information and is the copyrighted property of Pen-Link, Ltd. Distribution of this document within the receiving agency or company is permitted, but only to such personnel as may be required to meet the goals of the project for which this document was provided. Recipients of this document may not reproduce it, in part or in whole, in any form, or convey its contents to external agencies by any means, without the express written consent of Pen-Link, Ltd. This document may not be distributed, in part or in whole, in any form, to any commercial, non-government entity.



Quote

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the Customer and Pen-Link, Ltd. related to the subject matter hereof, and additions or modifications shall be binding upon the parties only if the same shall be in writing and duly executed by the Customer and a duly authorized officer of Pen-Link, Ltd. The Licensed Pen-Link Software is licensed under a separate End User License Agreement (EULA) and professional services, if any, are provided under a separate professional services agreement. The terms and conditions of any Customer purchase order are only binding on Pen-Link, Ltd. if they are agreed to in writing by an authorized Pen-Link, Ltd. officer and in a document other than the purchase order.

6.2. Waiver. The waiver or failure of either party to exercise in any respect any right shall not be deemed a waiver of any further or future right.

6.3. Assignment. The Customer may assign this Agreement only in connection with a proper and valid assignment of the corresponding EULA to the extent permitted there under; provided that the Customer gives written notice of such assignment to Pen-Link, Ltd. Pen-Link, Ltd. may freely assign this Agreement to a purchaser of that portion of Pen-Link Ltd. s business to which this Agreement relates, to the surviving corporation in the event of a merger, and to any affiliate or third-party whom Pen-Link authorizes to provide Maintenance and Support for the Licensed Pen-Link Software of the nature contemplated hereby.

Pen-Link, Ltd is a U.S. - Based Small Business

DUNS: 195956636 / TIN: 47-0707585 / CAGE: 0K6H9

This document contains confidential and proprietary information and is the copyrighted property of Pen-Link, Ltd. Distribution of this document within the receiving agency or company is permitted, but only to such personnel as may be required to meet the goals of the project for which this document was provided. Recipients of this document may not reproduce it, in part or in whole, in any form, or convey its contents to external agencies by any means, without the express written consent of Pen-Link, Ltd. This document may not be distributed, in part or in whole, in any form, to any commercial, non-government entity.

PENLINK
PLX COLLECTION AND ANALYSIS
Bellevue Police Department Proposal

WHAT IS PLX?

- PLX is a comprehensive collection and analysis solution.
- Digital data collected during investigations can be overwhelming, but also useful.
- Digital evidence from multiple sources on several different platforms are being used daily in our investigations.
 - Facebook
 - Snapchat
 - Instagram
 - Google
 - Cloud
 - Twitter
 - Reddit
 - Proton Mail
 - Yahoo! Mail
 - Call Detail Records
 - Cell Phone Interactions
- PLX allows users to bring the investigative power of all digital evidence in one all-including platform.
- PLX will allow us to easily, quickly, analyze, and document all of this evidence together.

I THOUGHT WE ALREADY HAD PLX?

- We do, however, have a much older, antiquated version that only allows us to do call detail records
- Currently, we are only using this 5-6 times per year
- We are currently paying \$1,900 per year in maintenance costs for this

WHAT CAN PLX DO?



INVESTIGATE ALL COMMUNICATION TYPES
Collect, analyze, and export large volumes of metadata, email, and other internet communications data.



CHARTING TOOLS
Identify data links, frequencies, similarities, and call associations using an array of charting tools.



SIMPLE FILE LOADING
Load large quantities of data from an array of file types and sources.

WHAT CAN PLX DO? (CONT.)



DATA AND CONTENT COLLECTION
Collect judicially authorized per request and Title III data and content in real-time for monitoring, analysis, and reporting.



EXTENSIVE REPORTING CAPABILITIES
Query, sort, and display standard or custom reports from one or many data sets.



CELL SITE MAPPING
Use global positioning to plot cell site usage or ping coordinates from judicially authorized real-time or historical data.

WHY DO WE NEED PLX?

- Currently we are utilizing antiquated ways to load, analyze, and document digital evidence
 - Facebook example
 - 10,000 pages
 - Not searchable
 - 2,500 emailed text files
 - 1,200 media files
 - Media files are not directly linked to post or message
 - Often takes 20+ minutes to determine which file belongs to a post/message
 - Often takes 2+ days for a detective to completely go through a Facebook search warrant result
 - Often times evidence is missed
 - Content across all platforms is presented differently

WHY DO WE NEED PLX? (CONT.)

- Social media search warrants in last year by unit:
 - SVU: 78
 - SIU: 16
 - General: 29
 - Total: 123
- Call detail records in last year: 5-6
- Cell phone examinations: 200-300
- All of this data can be put into PLX

WHY DO WE NEED PLX? (CONT.)

- The way we investigate crimes is changing.
- Suspects, victims, and witnesses are using multiple platforms to communicate on.
 - Simultaneously
 - Often using different names/monikers
- Digital evidence is often stored on multiple platforms
 - Can be very confusing and difficult to document clearly
 - Connections are often missed
- Suspects often do not realize that the content is stored on multiple platforms and do not delete everything

BENEFITS OF ADDING PLX TO OUR TOOLSET

- Increased Efficiency
- Ease of access for multiple investigators
- Simpler analysis
- Decrease of evidence being missed
- Ability to create timelines
- Ability to notice trends
- Greater organization
- Identify data links
- Greater collaboration between investigators and with Cyber Crimes
- Easier documentation
- Increased identification of individuals
- Content is easily searchable
- Content across all platforms is presented in same manner
- Content can be easily shared with other agencies
- We actually start using PLX

WHAT DOES PLX COST?

- PLX Software: \$2,750
- Cell Phone Forensics Add-On: \$500
- Maintenance: \$3,250 (includes upgrades, technical support, etc.)
 - **PPD allows budgets \$2,000 per year for this**
- Total: \$6,500

- Continuing Costs:
 - \$2,500 per year maintenance costs after first year
 - **PPD allows budgets \$2,000 per year for this**

Quote Expires 6/20/20

QUESTIONS?



October 29th, 2020

Administration

Base tour of Security Squadron with Mayor Hike, Chief Clary and Captain Dargy to review systems and capabilities and partnerships between the city and Offutt.

Deposition for city legal. Also have attended other employee depositions regarding same legal matter.

Conducted 3 on 3 meetings with City Council members to discuss 15th Street development.

Meeting with Colliers representative to discuss real estate matters.

Weekly County COVID calls with Health Dept and surrounding cities.

Fire District discussion with Legal and Fire Chief.

Offutt Wing Zoom call on operational concerns.

Meeting with Earnest Construction on future developments.

Meeting with Omaha Chamber – Project Pintail.

Meeting with Mayor and Bridge Commission members on future use plans.

Conducting PW Director interviews.

Meeting with Councilwoman Welch regarding sidewalk plans.

Agenda meeting with staff.

COVID discussions with HR & Legal.

Leadership Bellevue graduation.

Wagon Wheel district meeting.

Discussion with Chief Clary and Dean Dunn in reference to traffic accidents and future solutions for Hwy 370 and Betz Rd.

Meeting with Bellevue Chamber Exec. Board on state of chamber.

Winter Operations Meeting with Street Dept.

Economic Development meetings with Community Development Director on 4 separate projects.

ADA meeting

Meeting with Mayor Hike and developer from Kansas regarding future opportunities in Bellevue.

Code Enforcement Hearing for citizen regarding debris in yard.

Meeting with outside counsel to review utility agreements.

Community Development

Planning

Attended Nebraska Planning/Zoning Association workshop virtually

Attended Floodplain training/meeting with Ne Dept of Natural Resources

Pre-ap meeting multi-family developer

Pre-construction meeting with an industrial developer

Participated in Papio NRD Hazard mitigation plan update

Permits and Inspections

Backfill a vacancy at the front desk.

Performed 924 Inspections

Issued 14 new permits for single family dwellings (this is a record number)

Code Enforcement

October Statistics through the 23rd:

Calls – 993

Notices – 200

Clean ups – 20

Tree Removal – 1

Tows – 7

Red Tags – 23

Communications

Council and Planning meeting set up and precautions made.

Continue working with Sarpy County and neighboring Cities on COVID19 messaging

Updates to documentation of City response to COVID 19

Road closure updates

Responding to questions and concerns from mayor's Hotline and website inquiries

CITY OF BELLEVUE
ADMINISTRATION REPORT

Finance

Finance Status Report (submitted 10/01/2020)

Council Meeting Date: 10/6/2020

1. Month-end/Year-end financials

Preliminary October numbers. Full year is expected to track budget.

City of Bellevue City-Wide Financials - Month Of October 2020 [PRELIMINARY]								
	October 2020				Fiscal Year October 2021 Forecast			
	Actual	Budget	Variance	Prior Year Actual	Actual	Budget	Variance	Prior Year Actual
Revenues								
Property Taxes	131,103	28,715,639	(28,584,536)	28,819,352	28,715,639	28,715,639	-	28,819,352
Sales Taxes	66	12,751,300	(12,751,234)	12,544,527	12,751,300	12,751,300	-	12,544,527
Occupation/Business Taxes	99,432	2,221,283	(2,121,851)	2,030,497	2,221,283	2,221,283	-	2,030,497
Other Revenues	1,436,833	55,624,196	(54,187,363)	73,621,886	55,624,196	55,624,196	-	73,621,886
Total Revenues	1,667,434	99,312,418	(97,644,984)	117,016,262	99,312,418	99,312,418	-	117,016,262
Expenditures								
Personnel	2,506,421	32,805,878	30,299,457	29,916,761	32,805,878	32,805,878	-	29,916,761
Department Expenditures	1,928,532	22,820,155	20,891,623	22,875,591	22,820,155	22,820,155	-	22,875,591
Capital Expenditures	213,908	25,998,506	25,784,598	10,675,268	25,998,506	25,998,506	-	10,675,268
Other Expenditures	466,921	15,687,879	15,220,958	53,029,011	15,687,879	15,687,879	-	53,029,011
Total Expenditures	5,115,782	97,312,418	92,196,636	116,496,631	97,312,418	97,312,418	-	116,496,631
Net Revenues	(3,448,348)	2,000,000	(5,448,348)	519,631	2,000,000	2,000,000	-	519,631
Cash Balance	19,263,637			21,354,752				

2. Debt (No Change)

Debt increased with annexations, as planned. Manageable.

City of Bellevue 2020-21 Annual Budget Bonded Indebtedness						
	Total Debt	Total Debt to Valuation	Highway Allocation Bonds	Wastewater Bonds	Net GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-19	\$ 53,370,000	1.57%	\$ 7,505,000	\$ 2,415,000	\$43,450,000	1.28%
Principal Payments During Year	(4,955,000)		\$ (410,000)	\$ (240,000)	\$ (4,305,000)	
New Debt Issued (Includes Annexation Debt Acquired)	30,490,000		\$ -	\$ -	\$30,490,000	
Ending Bonded Indebtedness at 09-30-20	78,905,000	1.80%	\$ 7,095,000	\$ 2,175,000	\$69,635,000	1.59%
Principal Payments During Year	(5,390,000)		\$ (435,000)	\$ (250,000)	\$ (4,705,000)	
New Debt To Be Issued	13,640,000		\$ 5,340,000	\$ 1,700,000	\$ 6,600,000	
Ending Bonded Indebtedness at 09-30-21	\$ 87,155,000	1.99%	\$ 12,000,000	\$ 3,625,000	\$71,530,000	1.63%

Valuation: \$4,379,801,232 (Valuation *re-certified* by Assessor to \$4,375,426,659 on 9/18/2020)

3. Budget Summary

**City of Bellevue
Cash Roll-Forward
2020-21 Annual Budget**

	Total
Forecasted Fund Balance (Cash) at 09-30-20	\$ 21,230,661.63
Budgeted Revenues	\$ 99,312,417.54
Budgeted Expenditures	\$ 97,312,417.54
Budgeted Net Increase	\$ 2,000,000.00
 Budgeted Fund Balance (Cash) at 09-30-21	\$ 23,230,661.63

4. Finance Activities

- a. Interim Audit Work - FYE2020 Audit
- b. Surplus sales were conducted on Govdeals.org. Surpassed \$500,000 in sales since inception
- c. Preparing actual and forecast reports for the fiscal year ended September 30, 2020
- d. October 2020 financial results will be communicated after month-end
- e. Continue to update policies and procedures

City Clerk

- Citizen Communication – Topic for Consideration Forms received by Clerk’s Office (None received for month of October).
- Occupation Tax Reporting Requirement completed, posted on bulletin board outside Clerk’s Office and on website under Clerk’s Dept. in Documents & Forms (copy attached).
- BOE Liens from 10-20-20 meeting have been filed at Sarpy County.
- October 31st is the last day for renewals of Class C / CK Liquor Licenses to be paid and picked up. Previous licenses expire at 12:00 a.m. (midnight) on October 31st.
- Codification Project Update – We received a preliminary copy of the Code Book, which is through Ordinance No. 3984, passed 12-3-2019. Our Legal Dept. has reviewed the preliminary copy and made comment. I am continuing to send American Publishing ordinances as they are approved so when we receive the final

draft, it will be more up to date than the date on the preliminary copy. When there is a cut off for the final draft, ordinances not included will be done in a supplement to code at a later date. We received the Legal and Editorial Report, which explains editorial revisions they made to our code, as well as any editorial and legal comments or questions regarding specific code sections. Our Legal Dept. is reviewing this report. After their review, they noticed several codes needing updated. These codes were put in table format and color coded by department and sent to departments for comment. Some of these updates were brought to Council for approval in September. The city has asked for an extension of 60 days, to respond back to American Publishing with a response to their notes. The final ordinance pertaining to codifications were brought to Council in October. Legal will be responding to American Publishing with a response to their notes. At that point, we will be able to move forward with the final edit.

- **Also Please see attached Occupation Tax Reporting Form**

Public Works

Administration:

- **COMPREHENSIVE REVIEW OF ALL BUDGETING, INVOICING AND REVENUE REPORTING AND PROCESSES (ALL DEPARTMENTS)**

Engineering:

- Various design projects
- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- Lookingglass Heights Park II Splashpad (construction in progress)
- 25th Street bridge (near complete; punchlist items)
- Citywide pavement replacement (near complete; punchlist items)
- CDBG Washington Park (complete; Streets to sign)
- Washington Park Sidewalk Widening (completed)

Parks:

- Working on Work Orders that are submitted
- Tree maintenance in various parks
- Preparing for winter

Street Maintenance:

CITY OF BELLEVUE
ADMINISTRATION REPORT

Library

- The Bellevue Public Library Advisory Board met on Wednesday, Oct. 21, for their regular monthly meeting. The Board heard a recap of the 2020 Adult Library Program from Laura Whitehead, Head of Adult Services, reviewed the status of continuing education credits for the Board for accreditation purposes, and heard an update from Director Julie Dinville on COVID-19 mitigation efforts.
- The library is running a Fall into Reading community reading challenge for all ages through the Beanstack app from Oct. 1-31. Participants can earn badges for reading up to 12 hours. The top three libraries or schools with the most minutes read will win a yearlong Junior Library Guild subscription and access to their digital reading platform.
- The Bellevue Library Foundation launched a new entertainment bundle raffle. This includes a 55-inch TCL Roku Smart TV, a one-year Disney+ subscription, a \$100 Baker's gift card, and a Baby Yoda and Mulan prizes. The tickets are \$1 each, 6 for \$5, or 12 for \$10. The raffle continues through Nov. 21, and the winner will be drawn live on Facebook on Nov. 22. Monies raised support library programs and services.
- The library is partnering with the Bertha Barber PTA to serve as a donation drop-off spot for a shoe drive that the Bellevue elementary school is running. Persons wishing to help with this fundraiser for the PTA can drop off new or gently worn used and new shoes. The school will earn funds based on the weight of the total donated shoes, which will be distributed by a charitable organization. The school hopes to raise money toward new playground equipment through this project.
- The Bellevue Public Library will be hosting a Flu Clinic through CHI Health on Friday, Oct. 30, from 10 a.m. to 3:30 p.m. This free clinic is open to all ages 6 months and older. There are no eligibility requirements.
- The library is holding a "trunk or treat" Curbside Candy event on Saturday, Oct. 31, from 4 to 6 p.m. This is for kids of all ages in costume (kids must be present to receive the candy). Staff will be masked and gloved and be handing out packaged candy to families in this curbside event.
- The Adult Services Department will be hosting the third annual Mini Thanksgiving Parade Float Contest Nov. 7-30th. Winners will receive gift cards as prizes.

Police

Met with MPH Systems in reference to their new police laser units and portable radar trailers on June 25th

The Sarpy Multi-Agency Traffic Unit worked Tuesday, June 23rd, The Unit started the day in La Vista and conducted operations in Papillion and Sarpy County. The operation went well with 87 vehicles being stopped for Traffic Infractions.

Background Investigations for entry level Police Officer positions are still on-going. Testing was held a few weeks ago and the list has now been certified.

CITY OF BELLEVUE
ADMINISTRATION REPORT

Currently we have six Officers in our Field Training Program.

The Department held a Sergeant promotional test on Thursday, June 26th.

I spent close to an hour talking with the Bellevue Chamber on their Friday zoom call for “Coffee with Kevin” speaking about the protests and operations at the Department.

Met with Pastor Terry Brown to discuss the incidents of the last few months and how we can work together to bring more involvement into our community from area stakeholders.

The Department has resumed internal yearly training that had been postponed. The Department requires all of our Officers to attend this three day 32 hr format which emphasizes use of force and weapon utilization. This training will continue over the next few months. In addition, Officers are slowly starting to attend training outside of the Department in areas that require certification to be maintained.

Fire

(See Attached)



CITY OF BELLEVUE

1500 Wall Street □ Bellevue, NE 68005


OCCUPATION TAX REPORTING PURSUANT TO NEB. REV. STAT. § 18-1208(5)

FISCAL YEAR ENDING SEPTEMBER 30, 2020.

<u>OCCUPATION TAX TYPE</u>	<u>AMOUNT</u>	<u>FUND</u>	<u>SPECIFIC PURPOSE</u>	<u>TERMINATION DATE</u>
<u>Liquor Licenses</u>				
Class A Liquor License Holder	\$200.00	General Fund	General Use	None
Class B Liquor License Holder	\$0.00	General Fund	General Use	None
Class C Liquor License Holder	\$15,450.00	General Fund	General Use	None
Class D Liquor License Holder	\$10,800.00	General Fund	General Use	None
Class I Liquor License Holder	\$14,250.00	General Fund	General Use	None
Class K Catering	\$1,000.00	General Fund	General Use	None
Class L Craft Breweries	\$0.00	General Fund	General Use	None
Class Y Farm Winery License Holder	\$0.00	General Fund	General Use	None
<u>Natural Gas Distributors</u>	\$492,137.66	General Fund	General Use	None
<u>Telephone Companies</u>	\$741,847.47	General Fund	General Use	None
<u>Hotel Operators</u>	\$468,322.13	General Fund	General Use	None
<u>Business Improvement Districts</u>	\$0.00	Special	Improvements, construction, development, planning projects and maintenance within the business district	None
<u>Music, Vending & Amusement Machines</u>				
Musical Machine for Profit	\$425.00	General Fund	General Use	None
Tobacco	\$410.00	General Fund	General Use	None
Electronic Video/Mechanical/ Amusement Machine for Profit	\$4,525.00	General Fund	General Use	None
Merchandise Vending Machine for Profit	\$1,560.00	General Fund	General Use	None

For the City of Bellevue, Nebraska,

Susan Kluthe, City Clerk
Name, Title


October 26, 2020
Date (Due December 29, 2020)



An Equal Opportunity/Affirmative Action Employer



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 10/28/2020

A. General Items:

- QA/QI
- Continue with COVID-19 issues.
- Assisting with EOC equipment and placement.
- Powerload systems are being put into the medic units starting this week (purchased from CARES grant)
- Omaha Metro Healthcare Coalition monthly meeting 11-9
- EMS Bureau Meeting with medical directors 11-9
- Psychiatric Emergency Services Board meeting 11-11
- Staff Meeting Nov. 12
- Part time academy begins November 15
- Full time physical agility testing November 7
- Cancelled student ride along program due to increasing COVID cases
- Meeting with BMC regarding diversions by the ER on November 18

B. Training:

- Preparing for full time and part time academy.
- Diabetes emergency's

C. Inspections:

- Fire alarm acceptance test Anderson Grove School 11820 S 37th Street.
- Fire alarm acceptance test Leonard Lawrence School 13204 S 29th Street.
- Fire alarm acceptance test Step Ahead Child Care 2007 Smith Road.
- Delegated authority meeting Lincoln for underground storage tanks. (3 days.)
- OPS swing space phase II final inspection 1001 Fort Crook Rd N.
- Final inspection St. Matthews Church 12330 S 36th St.
- Final inspection Dunkin Donuts 11511 S 36th St. Suite B.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

- Final inspection 10704-10708 S 15th St. #
2103,2112,2203,2206,2208,2210,2212,2307,2305,2303,2107,2108,2115,2118,2123,2218,
2223,2313,2315,2316,2317,2117,2119,2124,2114.
- Fire alarm acceptance test Woodhouse Mazda 7845 Nebraska Dr.
- Remodel plan review 10110 S 15th St. suite 104 Buff City Soap.
- Remodel plan review Lloyd Place Apts. 1805 Lloyd St.
- Remodel plan review Grace Bible Church 1001 Fort crook Rd. Suite 140-144.
- Plan review 1503 Galvin Rd S.
- Inspect installation of underground fuel tanks for Bakers gas station 803 Galvin Rd. S.

D. Calls: September 23rd through October 27th

Fire – 162

Rescue - 443

E. Ambulance Billing

September 1-30, 2020

\$ 230,372.00 has been billed out to insurance companies (294 insurance claims)
<\$103,667.40> approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of \$230,372.00)

\$ 126,704.60 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 102,092.40 deposited into the bank September 1-30, 2020

7,515.61 in Credit/Debit card payments for September 1-30, 2020.

\$ 109,609.00 TOTAL September 1-30, 2020 rescue fee revenue

Statement Billing:

466 statements were mailed to patients for unpaid account balances.

These statements totaled \$ 242,408.88

This is money owed the City from patients who have balances on their accounts after their insurance has paid

OR patients who are self-pay.





City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

F. Manpower Report Staffing

Staffing Report from 9/21/2020 through 9/27/2020

Monday	AM	E1, E31, E41	3-Person	
Monday	PM	E1, E31	3-Person	
Tuesday	AM	E1, T21, E31, E41	3-Person	EMS Sup 2 OOS
Tuesday	PM	E31	3-Person	
Wednesday	AM	E31, E41	3-Person	
Wednesday	PM	Full		
Thursday	AM	E1, T21, E31, E41	3-Person	EMS Sup 2 OOS
Thursday	PM	E1	3-Person	
Friday	AM	E1, T21, E31, E41	3-Person	
Friday	PM	E1, E41	3-Person	
Saturday	AM	E1, T21, E41	3-Person	E31 OOS (Staffing)
Saturday	PM	E1, T21, E41	3-Person	E31 OOS (Staffing)
Sunday	AM	E1, T21, E31	3-Person	
Sunday	PM	E1, T21, E31	3-Person	

Staffing Report from 9/28/2020 through 10/4/2020

Monday	AM	E1, T21, E31	3-Person	E41 and EMS Sup 2 OOS
Monday	PM	E1	3-Person	E41 OOS (Staffing)
Tuesday	AM	E1, E31, E41	3-Person	
Tuesday	PM	T21, E31	3-Person	
Wednesday	AM	E31, E41	3-Person	
Wednesday	PM	Full		
Thursday	AM	E1, E41	3-Person	
Thursday	PM	Full		
Friday	AM	E1, E41	3-Person	
Friday	PM	E1, E31, E41	3-Person	
Saturday	AM	E1, E31, E41	3-Person	
Saturday	PM	E31, E41	3-Person	
Sunday	AM	T21, E31, E41	3-Person	
Sunday	PM	E1, T21, E31, E41	3-Person	



City of Bellevue Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 10/5/2020 through 10/11/2020

Monday	AM	T21, E41	3-Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	E41	3-Person	
Wednesday	AM	E1, T21, E31, E41	3-Person	
Wednesday	PM	T21, E31	3-Person	
Thursday	AM	E31	3-Person	
Thursday	PM	Full		
Friday	AM	E1, T21, E31, E41	3-Person	
Friday	PM	E31	3-Person	
Saturday	AM	Full		
Saturday	PM	Full		
Sunday	AM	E31, E41	3-Person	T21 OOS (Staffing)
Sunday	PM	E1, T21, E31, E41	3-Person	

Staffing Report from 10/12/2020 through 10/18/2020

Monday	AM	E31	3-Person	
Monday	PM	Full		
Tuesday	AM	E31	3-Person	
Tuesday	PM	T21, E31	3-Person	
Wednesday	AM	T21, E41	3-Person	
Wednesday	PM	T21	3-Person	
Thursday	AM	E31	3-Person	
Thursday	PM	E31	3-Person	
Friday	AM	Full		
Friday	PM	Full		
Saturday	AM	E1, E31	3-Person	
Saturday	PM	E1, E31	3-Person	
Sunday	AM	E31, E41	3-Person	
Sunday	PM	T21	3-Person	



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 10/19/2020 through 10/25/2020

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	E41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	E31, E41	3-Person	
Wednesday	PM	Full		
Thursday	AM	E41	3-Person	
Thursday	PM	E31, E41	3-Person	
Friday	AM	E1, T21, E31, E41	3-Person	
Friday	PM	T21, E41	3-Person	
Saturday	AM	E1, T21, E31, E41	3-Person	EMS Sup 2 OOS
Saturday	PM	E1, T21, E31, E41	3-Person	EMS Sup 2 OOS
Sunday	AM	E1, T21, E31, E41	3-Person	EMS Sup 2 OOS
Sunday	PM	Full		