

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

Tuesday, December 15, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. Pursuant to the Governor's Executive Order No. 20-36 and due to concerns related to the Coronavirus and for the safety of the City Council, City Employees and the General Public, tonight's meeting (12/15/2020) of the Mayor and the Bellevue City Council will be closed to physical attendance by the public. The Mayor and Bellevue City Council will also be participating virtually from their home or office in order to limit the amount of people physically attending the meeting due to the current guidelines by the Governor and local Health Departments.

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

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

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

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

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

2. PLEDGE OF ALLEGIANCE / INVOCATION

3. CALL TO ORDER AND ROLL CALL

4. OPEN MEETINGS ACT (**Posted in the Entry to the Council Chambers and can also be found online under Nebraska Revised Statutes 84-1407 through 84-1414 as well as the Governor's Executive Order 20-36**).

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

a. Approval of the Agenda

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

1. (*) Acknowledge Receipt of November 19, 2020 Planning Commission Minutes

2. (*) Approval of December 1, 2020 City Council Minutes

3. +++ (*) Acknowledge Receipt of November 10, 2020 Tree Board Minutes

6. (*) APPROVAL OF CLAIMS

7. SPECIAL PRESENTATIONS: NONE

8. ORGANIZATIONAL MATTERS:

a. (*) Approve reappointment of Paul Cook as an Alternate - City Council on the Design Review Board (Mayor Hike)

b. (*) +++ Acknowledge receipt and approve the tree board roles that were developed and approved by Tree Board (Councilman Preister)

9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED

10. LIQUOR LICENSES: NONE

11. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 4020: Request to rezone Tax Lot 14, located in the Southwest 1/4 of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to ML for the purpose of light industrial development. Applicant: Ryan Steele. Location: 11715 South 60th Street. (Planning Manager)

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

a. Ordinance No. 4021: Request to rezone Lot 1, Walbeck Addition, from RG-20 to BN for the purpose of commercial development. Applicant: Amigo's Market LLC. General Location: West Chandler Road and South 28th Street. (Planning Manager)

b. Ordinance No. 4022: Request to rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS for the purpose of multi-family development. Applicant: Wolf Creek Apartments II, LLC. General Location: 10904 South 15th Street. (Planning Manager)

13. ORDINANCES FOR INTRODUCTION (1st reading): NONE

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. +++ Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 6/05/2021 to 9/25/2021 (with the exception of the weekend of Arrows to Aerospace 2021, if held) from 6:30 A.M. to 12:00 P.M. (actual hours of operation of market will be 8:00 A.M. to 12:00 P.M.) (City Clerk) **(Change to beginning date)**

b. Request for a conditional use permit for Lot 1, Biben Subdivision, for the purpose of auto sales. Applicant: Edward A. Gilbert Jr. Location: 2620 Greenfield Street, #100. (Planning Manager)

15. RESOLUTIONS:

a. Resolution No. 2020-45: Implementing changes to the City's Sick Leave Policy for employees, in response to the ongoing COVID-19 pandemic (Human Resource Director / Legal)

b. +++ Resolution No. 2020-46: A resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2020, verifying Robert Joseph Riggs as the City Street Superintendent from January 2, 2020 to December 31, 2020 (City Clerk)

c. +++ Approve and authorize the Mayor to sign Resolution No. 2020-47: A resolution unanimously expressing continued support for the City of Bellevue's United States Air Force, Offutt AFB, to be selected for the U.S. Space Command Headquarters and that certified copies of this resolution be directed to the offices identified in this resolution. (City Administrator)

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the proposal with Windy Prairie Systems, Inc. for the Electronic Information Kiosk for the Bellevue Cemetery Project, in an amount not to exceed \$26,500.00 (Interim Public Works Director)

b. Approve and authorize the Mayor to sign the Professional Services Agreement with HGM Associates, for the 2021-2022 City of Bellevue Bridge Inspections, in an amount not to exceed \$17,800.00 (Interim Public Works Director)

c. +++ Approve and authorize the Mayor to sign the agreement with Creative Sites, LLC for the All-Inclusive Playground Project at Stonecroft Park, in an amount not to exceed \$372,254.00, plus a 10% contingency of \$37,225.40, for a total project cost of \$409,479.40. (Interim Public Works Director) **(Information & Documentation Added)**

d. Approve and authorize the Mayor to sign the Certificate of Compliance and the Maintenance Agreement No. 5 with Nebraska Department of Transportation for reimbursement, in the amount of \$21,859.20 (Interim Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly reports are given at the first Council Meeting of every month - December report attached to January 19th Council packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

Bellevue Planning Commission Meeting, November 19, 2020, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, November 19, 2020 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Perrin, Cain, Ritz, Ackley, Hankins, and Cutsforth. Absent was Aerni and Jacobson. Also present were Tammi Palm, Planning Manager, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Casey, seconded by Cutsforth, to approve the minutes of the October 22, 2020 regular meeting as presented. Upon roll call, Casey, Perrin, Ritz, Ackley, Hankins, and Cutsforth voted yes. Cain abstained. Motion carried.

Ritz asked if there were any updates or additions to staff reports. Palm advised there were a number of updates. Palm stated there was a memo in-favor of Item 3.b. and a number of emails in opposition to Item 3.b. She stated the memo and emails had been sent to the commissioners ahead of tonight's meeting.

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

CONSENT AGENDA/PUBLIC HEARING was held on a request to final plat 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; and approval of the First Amendment to the Belle Lago South Subdivision Agreement. Applicant: HRC Belle Lago, LLC. General location: 45th Street and Lookingglass Drive. Case #: S-2010-23.

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

MOTION was made by Casey, seconded by Cutsforth to recommend APPROVAL of a request to final plat 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; and approval of the First Amendment to the Belle Lago South Subdivision Agreement. Applicant: HRC Belle Lago, LLC. General location: 45th Street and Lookingglass Drive. Case #: S-2010-23. APPROVAL of the application based upon conformance with the approved preliminary plat. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 1, 2020.

Ritz explained the public hearing procedures.

PUBLIC HEARING was held on a request for a conditional use permit for Lot 1, Biben Subdivision, for the purpose of auto sales. Applicant: Edward A Gilbert Jr. Location: 2620 Greenfield Street, #100. Case #: CUP-2009-03.

Palm stated the applicant currently operates an auto repair shop at this location. She stated the applicant would like to reserve a maximum of ten parking stalls for the purpose of auto sales in addition to the auto repair. Palm said the current zoning is BG, which allows for a conditional use permit for automobile sales. Palm stated Mr. Gilbert has the required parking and has recently re-stripped eleven additional parking stalls in order to conform to the requirements of auto sales. Palm said based on conformance with the BG zoning and article six staff is recommending approval of this request.

David Nich Jr., 505 Cornhusker Road, Bellevue, NE, was present to speak on behalf of the applicant. Nich stated twenty-two parking stalls had been installed on the location to meet the parking requirement.

Tracy Leibert, 2702 Margo Street, Bellevue, NE, stated this lot was a junk yard. Ackley asked Palm to display a picture of the site. Discussion ensued regarding the application.

Brian Culp, 2702 Margo Street, Bellevue, NE, stated he wanted to voice his opposition to the application

MINUTE RECORD

Bellevue Planning Commission Meeting, November 19, 2020, Page 2

because the lot already has trash, inoperable vehicles, a camper and an eighteen-wheeler.

Ackley asked if the site would be an improvement if the applicant were allowed ten parking stalls to sell automobiles. Culp stated he did not believe the applicant's intent was to sell quality automobiles. Ackley asked if Culp had spoken to the applicant. Culp stated he had not but his opinion comes from the vehicles he has seen on the site.

Palm stated the zoning ordinance and the Conditional Use Agreement do not allow any inoperable vehicles and this would be monitored by Code Enforcement.

Ed Gilbert Jr., 2020 Greenfield Street, Bellevue, NE, stated the site has two occupants and the west side of the building does have a pile of junk cars, which has nothing to do with his business. He stated his business is on the east end of the building and anything that is inoperable is located in a fenced area to the east. Gilbert stated he would have some inoperable vehicles waiting on repairs. Palm asked Gilbert if the inoperable vehicles were salvage vehicles. Gilbert stated none of the vehicles are salvage vehicles. He stated the vehicles are parked in the fenced area until they can be brought into the shop to be repaired. Once repaired the owner has two days to pick up their vehicle or it goes into storage behind the fence.

Clark Hurley, 2941 West Chandler Road, Bellevue, NE, stated Mr. Gilbert's lot was well kept and the opposite side of building did have junk cars and trash.

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

Hankins asked staff if there had been situations where a Conditional Use Permit (CUP) had been granted and then canceled. Palm stated the city has done a number of Conditional Use Permits for auto sales and as of yet none have been canceled. She stated auto sales requires the dealer to follow rules and regulations of the state to maintain a dealer license. Palm stated dealers are required to obtain compliance letters from the Planning Department on a regular basis, so a lot is at stake if they do not follow the rules.

Ritz asked staff if Mr. Gilbert was to move his auto sales to another location would this CUP become null and void for this property. Palm stated the property owner also signs the agreement so it stays with the property.

Casey stated he had visited the site and Mr. Gilbert's side of the property was acceptable.

MOTION was made by Casey, seconded by Custforth to recommend APPROVAL of a request for a conditional use permit for Lot 1, Biben Subdivision, for the purpose of auto sales. Applicant: Edward A Gilbert Jr. Location: 2620 Greenfield Street, #100. Case #: CUP-2009-03. APPROVAL based upon compliance with the requirements of the zoning ordinance and lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 15, 2020.

PUBLIC HEARING was held on a request to rezone Lot 1, Walbeck Addition, from RG-20 to BN for the purpose of commercial development. Applicant: Amigo's Market, LLC. Location: West Chandler Road and South 28th Street. Case #: Z-2009-14.

Palm stated the property is a vacant lot at West Chandler Road and South 28th Street. She stated it is the previous location of an apartment complex that was demolished after it was condemned by the City of Bellevue. Palm stated the present zoning is RG-20 based on the past use of the property. She stated the request for BN zoning is to allow for a small market to be constructed. Palm said the applicant has submitted a conceptual site plan, which has been review by city departments for impact, traffic, and potential access points. She stated the Neighborhood Business District (BN) is the most restrictive commercial zone. Palm said currently along the West Chandler Road corridor there is a mix of single-family, multi-family, commercial, and industrial development. Palm stated some of the uses that would be allowed in the BN zone would be accounting and tax preparation office, florist, convenience store with no fuel sales, and dental clinics. Palm stated based on the requested zoning and the internal review and conformance with the zoning ordinance and lack of perceived negative impact to the adjacent properties, staff is recommending approval.

Dennis Duer, Professional Associates, Ltd., 256 N 115th Street, Suite 115, Omaha, NE, was present to

MINUTE RECORD

Bellevue Planning Commission Meeting, November 19, 2020, Page 3

— speak on behalf of the applicant. Duer stated the requested zoning was acceptable for the type of market the Rivera's would be constructing. He stated the hours of operation would be from 6 a.m. to 9 p.m. on weekdays and on Sunday from 7 a.m. to 4 p.m. with no prospect of fuel sales. Duer said the proposed building is approximately 2400 square foot with the possibility of adding another 1000 square feet.

Brian Culp stated this is a high traffic area and he would recommend a traffic study be done. He stated the lot is at an apex from both directions making the entrance and exit onto West Chandler Road potentially dangerous. Culp stated there is plenty of existing convenience shopping in the area and there is no need for another market.

Clark Hurley asked where the two entrances would be located. Palm stated there would be one entrance off West Chandler Road and a potential entrance off South 28th Street. Hurley stated the traffic is already very heavy in the area and there are always multiple accidents. He stated this market would only increase the potential for more traffic and accidents. Hurley stated he thought some of the other uses Ms. Palm mentioned would be better suited to the area. Hurley asked if there was a plan for water runoff. Palm stated any construction must have a post construction plan for detention and runoff. She stated the plan has to show how they will capture the first half inch of runoff.

Tracy Leibert stated there are no sidewalks or streetlights in the area and if this business were allowed, she would like to see sidewalks and streetlights installed. She stated the applicant intends to sell alcohol and that will increase crime in the area. Leibert stated she fears for the safety of her children.

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

— Hankins asked staff if design standards require a sidewalk and privacy fence when abutting residential neighborhoods. Palm stated the applicant would have to follow strict design standards. She said a privacy fence is not required but the applicant would have to do landscaping and install sidewalks unless they received a sidewalk waiver from the City Council.

Cutsforth stated she has been in the area and the traffic is at times heavy. She asked staff what criteria would need to be in place to warrant a traffic study. Palm stated the Public Works Department, based on zoning and potential uses, typically requests a traffic study.

Ritz stated some very relevant points had been made especially regarding traffic, however; the Planning Commission's objective is to approve a zoning change request. He stated any concerns regarding traffic should be addressed with your City Council representative.

Casey asked the applicant if at the time of purchase of the property they intended to build a convenience store. Cesar Rivera stated at the time of purchase it was not their intent to build a convenience store. Casey asked if they intended to sell alcohol at the location. Rivera stated it was their intent to sell alcohol at the location.

Ritz asked if dine in eating would be part of the business. Rivera stated there would be no dine in eating, just carry out.

— Ackley stated many areas have neighborhood bars and neighborhood markets. He stated this business is consistent with the area. Ackley stated he frequently travels through the area and is concerned with the traffic issue. He asked staff if there are any types of traffic calming devices that could be requested. Palm stated the Public Works Department would need to determine if that would be possible. She stated there are warrants that need to be met in order to put those types of items in place. She stated she is unable to say whether that would be a possibility.

Cain stated she likes the location for this project but feels the neighbors have valid concerns regarding traffic. Cain asked staff if West Chandler Road was the city's jurisdiction. Palm stated it was the city's jurisdiction and prior to issuance of any building permits, Public Works would review all plans and at that time, the engineering department could request a traffic study.

— Ackley stated the sidewalks in the area were at street level. Palm stated there is currently a sidewalk task force looking at issues such as this one. She stated staff and City Council are aware of these issues so hopefully there will be some solutions in the future for areas such as this. Ackley asked was there an area of Mission Avenue that would be similar to the West Chandler Road area in discussion, and what the speed limit there is. Palm stated it was twenty-five mph on Mission Avenue and on West

MINUTE RECORD

Bellevue Planning Commission Meeting, November 19, 2020, Page 4

Chandler Road, it was a thirty-five mph speed limit. Ackley asked staff who regulates speed limits on West Chandler Road. Palm stated the Public Works Department regulates those speed limits. Discussion ensued regarding neighborhood concerns.

MOTION was made by Ackley, seconded by Cain to recommend APPROVAL of a request to rezone Lot 1, Walbeck Addition, from RG-20 to BN for the purpose of commercial development. Applicant: Amigo's Market, LLC Location: West Chandler Road and South 28th Street. Case #: Z-2009-14. APPROVAL based upon conformance with the zoning ordinance and lack of perceived negative impact to the surrounding area with an amendment to the Future Land Use Map of the Comprehensive Plan for this property; with a suggestion to consider a traffic study as well as reduced speed limits, a traffic signal, or a traffic-calming device along West Chandler Road. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 15, 2020.

Ackley thanked the public for testifying and encourage them to carry their concern forward to the City Council.

PUBLIC HEARING was held on a request to rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS for the purpose of multi-family development. Applicant: Wolf Creek Apartments II, LLC: 10904 S 15th Street. Case #: Z-2010-15.

Palm stated Mr. Brown, on behalf of Wolf Creek Apartments II, LLC, has submitted a request to rezone Lot 2, Wolf Creek Replat 4, located south of Cornhusker Road on 15th Street. She stated the current zone is BGH, which is Heavy General Business District. Palm said the request is to rezone to RG-8-PS, which requires site plan approval. Palm stated Wolf Creek Apartments constructed an apartment complex to the north of this site, which is nearing completion. She stated the proposal is for one building with one hundred and ten units and three detached garages. Palm stated the site plan has been reviewed by the required departments. She stated a traffic study was required on this application and had been review by the engineering department who found no issues with the proposal. Palm stated based the location and site plan staff is recommending approval of the request based on compatibility with the surrounding neighborhood and lack of perceived negative impact.

Scott Brown, 1925 N. 120th Street, Omaha, NE, was present to present his case. Brown stated Wolf Creek's current project is near completion and approximately 70 percent leased. He stated they are very proud of the current project and want to continue the momentum on Lot 2, Wolf Creek Replat 4. Brown stated this project would be an extension of the Latitude 41 project. He stated the single building would have 110 units with 220 parking stalls. Brown said the building would consist of studio, one bedroom, and three bedroom apartments, a work out room, a community area, and leasing office.

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

Ackley stated this site is better than the previous site in terms of location. He stated there was a slight traffic concern but did not see any controversy.

Casey stated he would be against this project in terms of traffic congestion at the intersection of Cornhusker and 15th Street but understands the need for apartments.

Ackley asked the applicant what the target was for the proposed types of apartments. Brown stated the goal was affordable apartments that are fantastic to live in. Discussion ensued regarding market rent.

MOTION was made by Ackley, seconded by Hankins to recommend APPROVAL of a request to rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS for the purpose of multi-family development. Applicant: Wolf Creek Apartments II, LLC. 10904 S 15th Street. Case #: Z-2010-15. APPROVAL based upon compatibility with the surrounding neighborhood and lack of perceived negative impact. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON December 15, 2020.

Brown thanked Mr. Ackley and the Planning Commission for their support.

There was a discussion regarding the 2021 Uniform Review Schedule.

MINUTE RECORD

Bellevue Planning Commission Meeting, November 19, 2020, Page 5

MOTION was made by Custforth, seconded by Hankins to approve the 2021 Uniform Review Schedule. Upon roll call, all present voted yes. MOTION carried unanimously.

Meeting adjourned at 8:07 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

Bellevue City Council Meeting, December 1, 2020, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 1st day of December, 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 Joseph Gastineau, Revival Tabernacle Church, 2226 Jefferson Street, Bellevue, gave the invocation.

OPEN MEETINGS ACT

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

Approval of the City Council Minutes

Motion was made by Shannon, seconded by Burns, to approve the November 17, 2020 City Council Minutes.

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

Mayor Hike and City Council Members thanked Mr. Shannon for his four years of service on the City Council. Wishing him luck in the future.

Mr. Shannon thanked the citizens of Bellevue and former City Council Members.

Adjourn sine die

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Burns, at 6:09 p.m. the meeting adjourned sine die.

Administration of Oath of Office

The Honorable Judge Nathan Cox, District Court Judge of the Second Judicial District, administered the Oath of Office to newly elected Ward One Councilman Thomas Burns, Ward Three Councilman Cook, Ward Five Councilman Don Preister, and Council at Large Jerry McCaw.

<< *Brief Celebratory Reception* >>

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 1st day of December, 2020, at 6:23 p.m. Present were Council Members Bob Stinson, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

APPROVAL OF THE AGENDA

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

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

APPROVAL OF THE CONSENT AGENDA:

Motion made by Cook, seconded by Welch, to approve the consent agenda which included the following: Approval of Claims and Request approval of the applications for waiver of hunting applications. Police Lt. Kurt Stroehler or Sgt. Don Pleiss has already given approval for these hunters and their specified sites

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS:

Election of the City Council President for 2021

Motion was made by Stinson, seconded by Welch, to nominate Mr. Paul Cook as Council President. There were no other nominations. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Mr. Paul Cook of Ward 3 is the Council President for 2021, effective this meeting and moving forward.

MINUTE RECORD

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

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

Recommendation to approve Liquor License Application for East Coast Eats LLC dba "Sinful Burgers" for a Class "C" Liquor License to sell beer, wine, and distilled spirits at 4005 Twin Creek Drive 101, Bellevue and Michael Tripp as Manager. (City Clerk)

Mr. Michael Tripp was present to answer any questions.

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

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

Motion made by Cook, seconded by Welch, to Recommend to approve Liquor License Application for East Coast Eats LLC dba "Sinful Burgers" for a Class "C" Liquor License to sell beer, wine, and distilled spirits at 4005 Twin Creek Drive 101, Bellevue and Michael Tripp as Manager.

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

ORDINANCES FOR ADOPTION (Third Reading) NONE

ORDINANCES FOR PUBLIC HEARING (Second Reading):

Ordinance No. 4003: Request to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW 1/4, located in the NW 1/4 of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW 1/4, located in the SW 1/4 of Section 14, T13N, R13E of the 6th P.M., Sarpy County, NE, from AG to ML for the purpose of industrial development. Applicant: Frank R. Krejci. General Location: Fort Crook Road South and Fairview Road. (Planning Manager) [Request for a continuance until January 19, 2021 by Mr. Keller, on behalf of applicant]

Motion made by Preister, seconded by Burns, to table this item to January 19th per the applicant's request. Roll call on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Ordinance No. 4020: Request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to ML for the purpose of light industrial development. Applicant: Ryan Steele. Location: 11715 South 60th Street. (Planning Manager)

Ordinance No. 4020: 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 11715 South 60th Street, more particularly described in Section 1 of the Ordinance and to provide an effective date was read by title only for the second time and presented for public hearing.

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

Mr. Pat Sullivan, 1246 Golden Gate Drive, Papillion, spoke on behalf of the applicant. He explained the property is approximately three eighths of a mile, south of Highway 370 and 60th Street. He also mentioned the property is 3/8 of a mile, immediately south of Highway 370 and 60th Street. The current zoning is AG with a request to rezone to ML.

Mr. Ryan Steele, 16050 South 120th Street, Springfield, advised his plan is to build infrastructure for small businesses to house equipment and tools. He provided an overhead concept plan of the development. He advised there will be 60-day commitment for businesses to use the site. He pointed out on GIS the elevations of the site. He noted the high point of the area has an 1150 contour and the low point has 1100 contour, causing a major grade difference. Mr. Steele indicated on the plan where the landscape buffer will go.

Mayor Hike questioned how many people will be working in the business park. Mr. Steele advised a similar development to his proposed development has approximately 20-25 people.

Mayor Hike inquired if there are any plans to pave 60th Street. Mrs. Tammi Palm, Planning Manager, advised paving 60th Street is in the county's One and Six Plan. The county is not requiring the road to be paved for the development.

Councilwoman Welch inquired who the ideal candidates are for this business. Mr. Steele replied this would be perfect for any trade/contractor. He stated he would not exclude people who use an office space such as architects and engineers.

MINUTE RECORD

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

Councilwoman Welch questioned what requirements would need to be met for a contractor to rent. Mr. Steele replied they would need to be able to pay the deposit and rent.

Councilwoman Welch questioned if the renters would be required to store equipment inside the garages. Mr. Steele advised there are small business warehouses and the idea is to keep as much equipment and tools in there as possible. There are options available and spaces available for vehicles they can rent ala carte. Conversation ensued.

Councilwoman Welch requested clarification on why the Planning Commission voted to deny the request. Mrs. Palm replied the concerns with requested zoning for ML, Light Manufacturing are other permitted uses allowed under the ML zoning. She advised there is also no requirement for site plan approval. If the zoning were to change to ML, it stays with the property, despite who owns the land. She provided a description of permitted uses in the ML zoning district. In addition, in looking at the Future Land Use Map, the adjacent area is planned for single family residential use.

Mayor Hike explained this development could be of detriment to future development of the surrounding area.

Councilman Preister mentioned 370 is an important corridor to Sarpy County. The Future Land Use Map calls for the development of housing in the area. He stated he is nervous putting something in the area that is outside of residential development. Mrs. Palm explained the vision is to have commercial development along the Highway 370 corridor. As you move farther south, there will be residential development. Mrs. Palm stated she looks at the area as a clean slate. It is agricultural land with agricultural zoning. This is the city's opportunity to set future development in that area.

Mayor Hike commented Bellevue only has so much land left to develop. Much of the undeveloped land is located in the floodplain or AICUZ Zone. The City needs to be protective of areas that can be developed.

Mr. Sullivan addressed spot zoning. He stated spot zoning refers to very small parcels surrounded by some type of other development. He commented this is not spot zoning. Mr. Sullivan mentioned if the property has to develop outside of what they are proposing, it would need to develop off of an adjacent property. The infrastructure will be handled with a well and sewer. All other utilities have been addressed. The property will have a 30-foot landscape buffer. The developer is willing to place restrictions or "hand cuffs" on the permitted uses in the ML zoning. The developer is also willing to dedicate ground for Schram Road to allow the road to go through.

Mr. Blaine Dinwiddie, 11908 S. 60th Street, spoke in opposition of the request due to this being a residential area and the current road conditions. He feels this is not the ideal location for a light manufacturing. He mentioned he is also representing his neighbors who are opposed.

Councilwoman Welch questioned if there is a way to put "hand cuffs" on the property. Mrs. Palm replied it depends on how it is written. She stated she is not in support of contractual zoning agreement. There is no way to know the agreement exist and zoning agreements are hard to enforce. They can become litigation nightmares.

Ms. Angela Wyatt, explained her late grandfather was the owner of the property. She spoke in favor of the development. She thinks this is a great idea and feels this would be beneficial to Bellevue and Papillion.

Mr. Bruce Yoder, 522 Bellevue Boulevard North, suggested looking at this as a conditional use permit in a more restrictive zoning area. He commented on the grading and elevations. He questioned if there is a way to enforce the landscaping buffer. He had concerns with the storage units being on the highest part of the grade.

Mrs. Palm advised she had discussion with the applicant regarding a lesser zoning classification. The applicant would not achieve what he needs with the self-storage and outdoor storage. The applicant wants the option to allow applicants to store larger equipment outside. A lesser zoning would not allow that as a permitted use.

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.

Mr. Sullivan commented if a contractual zoning agreement is in place, it is public record. The document is a recorded document with the Register of Deeds and stays with the property.

Councilman Cook questioned what the hours would be for the contractors to come in on a 24/7 basis. Mr. Steele replied it depends on the user. Typically, the gate hours are 6:00 a.m. – 10 p.m. However, he doesn't see restrictions on the hours.

Councilman Cook inquired if work can be done on site, such as auto body or auto repair/mechanical garage. Mr. Steele commented he would not rent to auto body or mechanics. The types of businesses are private small businesses with outdoor parking.

MINUTE RECORD

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

Mr. Steele addressed the BGH zoning district. He commented his issue with BGH was in regards to the length of a trailer allowed. Mrs. Palm explained ML is needed to meet the needs the applicant wants to allow large equipment.

Councilman Cook questioned if the main utilities are available at the site. Mrs. Palm replied no. The applicant is proposing well and septic. Discussion followed.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on December 15th.

Mayor Hike explained the meeting on December 15th will most likely be a virtual meeting. The applicant will be notified if it is.

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 4021: Request to rezone Lot 1, Walbeck Addition, from RG-20 to BN for the purpose of commercial development. Applicant: Amigo's Market LLC. General location: West Chandler Road and South 28th Street.

Ordinance No. 4021: 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 7616 South 28th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only for the first time and scheduled for a public hearing at the Council meeting on December 15th.

Ordinance No. 4022: Request to rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS for the purpose of multi-family development. Applicant: Wolf Creek Apartments II, LLC. General location: 10904 South 15th Street. (Planning Manager)

Ordinance No. 4022: 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 10904 South 15th Street, more particularly described in Section 1 of the Ordinance and to provide an effective date was read by title only for the first time and scheduled for a public hearing at the Council meeting on December 15th.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Request to final plat 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. Applicant: HRC Belle Lago, LLC. General location: 45th Street and Lookingglass Drive. (Planning Manager)

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

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

Motion made by Cook, seconded by Welch, to approve to final plat 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. Applicant: HRC Belle Lago, LLC. General location: 45th Street and Lookingglass Drive.

Councilwoman Welch clarified the final plat is in compliance with the preliminary plat. Mrs. Palm replied yes.

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

Approval of the First Amendment to the Belle Lago South Subdivision Agreement.

Motion made by Cook, seconded by Welch, to approve the First Amendment to the Belle Lago South Subdivision Agreement. Roll call on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

RESOLUTIONS:

Resolution No. 2020-44: A resolution urging all citizens and those within our community to wear appropriate face coverings and urging all business owners and establishments to require face coverings within their respective establishments. (Mayor Rusty Hike)

Motion made by Welch, seconded by Cook, to approve Resolution No. 2020-44: A resolution urging all citizens and those within our community to wear appropriate face coverings and urging all business owners and establishments to require face coverings within their respective establishments.

MINUTE RECORD

Bellevue City Council Meeting, December 1, 2020, Page 5

Mayor Hike explained the resolution is brought forward to address people's concerns with face mask. He stated he feels it is important to wear a mask when you cannot practice six feet social distancing and when out in the public. This resolution allows a chance to be unified as a City. The City will be able to provide placards to businesses to put on their doors and windows. Mayor Hike explained the cities in Sarpy County and Cass County have been meeting with Sarpy/Cass County Health Department weekly. The cities have done a great job of being unified. A couple weeks ago Senator Wayne issued a statement that cities do have authority to issue a mask mandate. This is contrary to what the Governor or Attorney General have released. Since Senator Wayne has made the statement, it sounds like the Governor is choosing to ignore the statutes. LaVista and Gretna broke off from the meetings. Their City Councils demanded a mask mandate. The resolution is an attempt to open discussion.

Councilman Cook commented this is a good starting point to get this information out to the public. He stated he is in support of the resolution.

Councilwoman Welch mentioned she has spoke with several people in Omaha regarding the mask mandate. She was informed the mandate is hard to enforce. She mentioned she received an email in support of the resolution and not a mask mandate. She advised she received an email from a senior citizen who cannot wear mask due to health issues. The person has been bullied when entering stores due to not wearing a mask. She is in support of the resolution.

Councilman Preister stated there are some good things in the resolution. He provided information from articles issued on the importance of COVID and wearing of mask. The advice of the Medical Center and CDC of requiring mask mandate wearing should be followed.

Councilman Burns questioned if the Board of Health has met. If not, do they plan on meeting? Mayor Hike said discussions will happen in the future.

Mayor Hike requested Chief Clary address the Council on the difficulties on enforcing face mask. Chief Clary advised the current call volume the police department receives is taxing. To add the additional calls on complaints people are not wearing mask will sink the department. If there were to be a full enforcement, the calls would be taken in priority. By the time an officer arrives to a call, on someone not wearing a mask, the individual would already be gone.

Councilman Burns stated if an ordinance is passed, law enforcement will need to enforce it. Ms. Bree Robbins, City Attorney, explained there are only certain code provisions law enforcement would handle. She explained when a ticket is written they would come to her desk. If the person pleads not guilty, she will then go to bench trials in front of the County Court Judges. She advised many resources would be utilized in the Police Department, City Attorney's Office, and County Court.

Chief Clary stated if a mandate is passed, the enforcement should be placed on the Police Department and not business owners. Councilman Burns questioned how other cities handle mandates. Ms. Robbins commented her understanding is they have a nonemergency line set up for those calls.

Ms. Robbins advised if a ticket is issued and it reaches her desk to prosecute, she needs to prove beyond a reasonable doubt the person is in violation. Conversation ensued.

Mr. Jim Ristow, City Administrator, advised if a person has a health condition there is no way to validate that information.

Councilman Cook pointed out people wouldn't have the nonemergency number on their cell phone to call. He noted the enforcement of a mask mandate will be a nightmare.

Councilman Stinson agreed this will be a nightmare for the police to enforce. He mentioned the topic on social media has caused issues and people have been threatening one another. People will take it upon themselves in stores to enforce the mask mandate. This could open up to violence.

Mayor Hike advised placards will be available for businesses if the resolution passes. It will be easier for businesses to address the issue with the City requesting mask be worn.

Councilman Cook mentioned there are 49 State Senators. He is surprised they have not tried to address this issue. He mentioned they should have a special session to address this so all cities are consistent. Mayor Hike agreed.

Mayor Hike advised there is good news about how to get the vaccines to the First Responders.

Councilman Preister explained legislation has not met due to COVID. Discussion followed.

MINUTE RECORD

Bellevue City Council Meeting, December 1, 2020, Page 6

Councilman Burns mentioned Bellevue is the third largest city in Nebraska and doesn't have a mask mandate. He stated Offutt and Iowa have a mask mandate. He stated the City of Bellevue has not convened the Board of Health. He advised voting for this resolution is an act of cowardice. The City has a responsibility to the citizen it serves and to the City's neighbors.

Roll call on motion to approve as follows: Stinson, Cook, McCaw, Preister, and Welch voted yes; voting no: Burns. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Agreement between the City of Bellevue and HDR Engineering, Inc. for the Bellevue South Lift Station - Phase 2 project not to exceed \$87,900.00. (Interim Public Works Director)

Motion made by Stinson, seconded by Preister, to approve and authorize the Mayor to sign the Agreement between the City of Bellevue and HDR Engineering, Inc. for the Bellevue South Lift Station - Phase 2 project not to exceed \$87,900.00.

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

Request approval to purchase one (1) 2021 Ford Super Duty F-250 SRW XL 4WD Reg Cab and one (1) 2021 Ford F-150 XL 4WD Reg Cab from National Auto Fleet Group for Building Maintenance with the total purchase price for the two (2) medium duty vehicles not to exceed \$74,395.00. (Interim Public Works Director)

Motion made by Cook, seconded by Welch, to approve to purchase one (1) 2021 Ford Super Duty F-250 SRW XL 4WD Reg Cab and one (1) 2021 Ford F-150 XL 4WD Reg Cab from National Auto Fleet Group for Building Maintenance with the total purchase price for the two (2) medium duty vehicles, not to exceed \$74,395.00.

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

Approve and authorize Mayor to sign the Eleventh Extension to the Farming Contract with Justin Thoms for Custom Farming approximately 61 acres at 36th and Capehart Road, in an amount not to exceed \$23,091.00 and the Eleventh Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex, in an amount not to exceed \$12,155.00 and to waive Council Policy 4 requiring solicitation of bids for goods and services costing more than \$30,000. (Finance Director/City Attorney)

Motion made by Preister, seconded by Cook to approve and authorize Mayor to sign the Eleventh Extension to the Farming Contract with Justin Thoms for Custom Farming approximately 61 acres at 36th and Capehart Road, in an amount not to exceed \$23,091.00 and the Eleventh Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex, in an amount not to exceed \$12,155.00 and to waive Council Policy 4 requiring solicitation of bids for goods and services costing more than \$30,000.

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

Approve and authorize the Mayor to sign Release and Settlement Agreement for Todd Addison and the BPMA, in an amount not to exceed \$400,000. (City Administrator/Legal)

Motion made by Preister, seconded by Cook, to approve and authorize the Mayor to sign Release and Settlement Agreement for Todd Addison and the BPMA, in an amount not to exceed \$400,000.

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

Approve and authorize the Mayor to sign Release and Settlement Agreement for Chadd Addison and the BPMA, in an amount not to exceed \$300,000. (City Administrator / Legal)

Motion made by Cook, seconded by Stinson, to approve and authorize the Mayor to sign Release and Settlement Agreement for Chadd Addison and the BPMA, in an amount not to exceed \$300,000.

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

Approve and authorize the Mayor to sign the Retail Sales Agreement with AVI, in the amount of \$118,496.98, for continued support from AVI and contract renewals of 24 rooms through 2/28/26, pending CARES ACT funding. (Community Development Director / Legal)

Motion made by Welch, seconded by Preister, to approve and authorize the Mayor to sign the Retail Sales Agreement with AVI, in the amount of \$118,496.98, for continued support from AVI and contract renewals of 24 rooms through 2/28/26, pending CARES ACT funding. Roll call on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, December 1, 2020, Page 7

Approve and authorize the Mayor to sign the Retail Sales Agreement with AVI, in the amount of \$49,846.83, for the EOC Room, Winsted Incident Commander/Operator Desk and Conference Room Table, pending CARES ACT funding. (Community Development Director/Legal)

Motion made by Preister, seconded by Welch, to approve and authorize the Mayor to sign the Retail Sales Agreement with AVI, in the amount of \$49,846.83, for the EOC Room, Winsted Incident Commander/Operator Desk and Conference Room Table, pending CARES ACT funding.

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

Approve and authorize the Mayor to sign the Retail Sales Agreement with AVI, in the amount of \$505,042.10, for the Pro-Integration of the Emergency Operations Center, pending CARES ACT funding. (Community Development Director / Legal)

Motion was made by Preister, seconded by Welch, to approve and authorize the Mayor to sign the Retail Sales Agreement with AVI, in the amount of \$505,042.10, for the Pro-Integration of the Emergency Operations Center, pending CARES ACT funding.

Roll call on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: 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 - November report is attached)

Administration Reports were reviewed by the City Council and will be filed.

CLOSED SESSION: None

ADJOURNMENT:

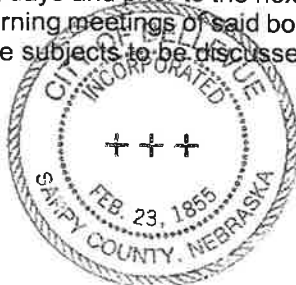
There being no further business to come before the Council at this time, on motion by Burns, seconded by Welch, the meeting was adjourned at 8:50 p.m.

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


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 December 1, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.




Susan Kluthe, City Clerk



City of Bellevue Nebraska

Bellevue Tree Board Nov. 10, 2020 meeting minutes

The meeting was called to order by Joanne Langabee, President, with the following present on Zoom: Scott Evans, Holly Hofrieter, Jo Langabee, Tom Mruz, Don Preister, Nancy Scott, Deborah Woracek. Excused: Craig Kimball, Jim Shada, Bellevue City Parks.

Volunteer hours: Jo reminded members to report all hours and miles to Deborah. **Deborah** will record and send totals through the 15th of November to Jo to use for the yearend report.

Approve Minutes of Oct. meeting: Tom made a motion and Holly seconded to approve the October 13, 2020 minutes. There was no discussion. The motion passed. **Deborah** will send them to the City for filing.

On Jim Shada's behalf Joanne reported (per his instructions) that all the Ash trees in Washington Park are now cut down with 4 left 10-ft. tall for carving. He also told her that the new trees now have deer damage due to the contractor not caging them. **Don** will check with the Public Works Dept. to contact the contractor about this. **Don** will also have Public Works check the deer damage in Heroes Park.

Due to Jim's absence Jo was unable to ask about the timing of the gazebo in Gilder's Park.

Report on ailanthus spraying from Tom: Tom reported on the slash and squirt done on Ailanthus trees in Jewell Park. They also sprayed the smaller suckers that were growing up around trees we had previously sprayed. Tom did the south part of the park while the City workers went to the north section of the park. Scott worked along the road. Tom suggested we spray in the spring when the saplings/suckers are 2-3 feet tall as they are easier to see then. He reported that Fontenelle Forest has been addressing this issue for about 15years with nominal success. They recommend attacking the invasive honeysuckle as it is controlled easier with a cheaper spray. Scott said the birds eat the seeds of the honeysuckle and the plants won't set on suckers as vociferously as the Ailanthus do. Tom and Deborah have both helped Fontenelle with their work to control the honeysuckle. Don asked if we can use the same herbicide as used in Jewell Park. Scott said to use a different less dangerous chemical. Tom wondered if the herbicide we have could be diluted to use for honeysuckle. Nancy said there is an OYC herbicide that works well. **Joanne** will check with Michelle Foss at Fontenelle Forest about their methods.

The Officer Duties were approved with minor changes. **Joanne will include the changes and send them to the City.**

Bellevue 411 – Scott has write ups for winter watering and anti-desiccating of evergreens as well as a write up about natural needle drop of evergreens. Holly also sent the write up about the winter condition check of your trees using the huge ash limb that fell in Washington Park. Scott suggested that we also include a list of local arborists to contact for help with this. **Holly and Scott** are to send these to Phil Davidson for Bellevue 411. If they 'cc' Don then Phil will know they are Tree Board write ups. Jo suggested we look at the Arbor Day Foundation website for other ideas for future writeups. Joanne also mentioned a Wisconsin monthly list of tree care that we could use as well. **Scott** will use his extension calls for ideas, **Tom** will research a carbon tax based on the number of trees on your property. **Jo** will contact Alan Wise of The American Reforestation Initiative about the reforestation of the urban forests. This is a new non-profit organization in the area. Holly brought up the desirable/undesirable tree lists that are available. She noted that Ailanthus is not on the list! She wonders if we want to re-do the list for use. Jo brought up that Ash are still on the list. Scott cautioned us to not narrow the list too much, using the example of a Ginkgo as a 'perfect' tree. We discussed also should they only be native or near-native or all inclusive. Nancy suggested using a chart to compare the lists. Tom and Deborah both said we should find trees that are common on most lists. **Scott** will pull up lists from recreation sites and **Holly** will put them into a spreadsheet. **Don** will then send the 2 lists to the Public Works Department. **Holly** will work on this as a winter project.

Tree City USA and yearend report: **Joanne** will start working on this after the 15th of November. The report runs from December to December. **Don** will send her the template for the yearend report. **Deborah** will resend out the spreadsheet with our hours and miles for updating. **Jo** will also work on the annual yearend report as well.

Winter projects

Letterhead with a BTB logo– Jo sent a sample logo she found that will be a good start. After discussion it was decided that a drawing of a simple tree(s) would work as our logo. Perhaps an oak and an elm or an evergreen. It was suggested that **Nancy** draw this up for us. **Don** requested we have a digital version of the new logo to apply to documents.

The Official notebook to be given to the Board was brought up as a winter project. It should include the following: The City Ordinance, the Tree Board Guidelines, the descriptions of the duties of the officers, a calendar of events. **Don** said Karen with the City Parks would run off the copies. He said Green Bellevue should cover the cost of the notebooks for this.

Don said he would talk to the City Administrator to have an official Bellevue Tree Board city email set up for questions from the public.

Don attended the Bellevue City Parks Advisory Board meeting. He reported they are prepared to meet on a regular basis. **Don** will send the description of the Advisory Board duties to Thomas Burns.

New Business: Nancy reported that one of her two memorial trees planted at Two Springs has not been caged to protect it from deer or vandals. **Don** said he would ask the City to do this.

Joanne requested she be sent the minutes of the meetings from January to September. **Holly and Deborah** will take care of getting them to her.

Don asked if the City gardens need to be put to bed for the winter. Joanne replied that she cleans them up in the spring as they provide cover for insects, etc. over winter. She and Bob have checked the gardens and said the (-11 site needs to be weeded. It was adopted by a Fisher Family. Don said the garden at the Veteran's Home was weeded in the Spring but has not in the Fall. He also weeded the rain gardens by the Culver's & the Twin Creek Theater but reported it needs 5-6 more days of work.

Don reported that a new Sustainability director of Bellevue University may be onboard for these tasks. The sustainability department will take on getting the University named a Tree University.

Scott moved we adjourn. Tom seconded the motion. Approved. The Meeting was adjourned.

Next meeting will be by Zoom on December 8, 2020 at 10 am.

Respectfully submitted

Deborah L. Woracek

Secretary, Bellevue Tree Board

New Business

Agenda for Dec. 8, 2020 meeting

Attendance

Volunteer Hours

Approved Minutes

Park Report: Jim

Gazebo at Gilder

Washington Park and Deer

Report on Invasive - Jo

Officers Duties approval

Bellevue 411 - articles

Tree City

Year End Report

Winter Projects

Letterhead - Nancy

Tree List - Holly

Bellevue West - Tom

Notebook - Jo

Tree Grant.

New Business

MINUTE RECORD

*6
12/15/2020

CLAIMS FOR DECEMBER 15, 2020

PAGE 1

CITY ADMINISTRATOR

AMAZON.COM, LLC	CPS-CREDIT	(30.16)
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	89.91
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	4,641.90
IDEAL PURE WATER COMPANY	CPS-WATER FOR OFFICE	29.95
IDEAL PURE WATER COMPANY	WATER FOR OFFICE	56.90
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	98.07
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	42.86
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	73.23
SARPY COUNTY CHAMBER OF COMMERCE	CPS-SARPY CHAMBER DINNER	800.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	152.38
		<u> </u>
		\$ 5,955.04

CITY COUNCIL

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	814.39
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	240.54
MIDLANDS PRINTING	BUSINESS CARDS-J MCCA	111.95
MONTE EVANS	PORTRAIT FOR CHAMBER-J MCCA	135.90
		<u> </u>
		\$ 1,302.78

LEGAL

DROP BOX	CPS-LEGAL FEES	19.99
NEBRASKA.GOV	CPS-SUBSCRIPTION	87.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	1,181.32
JOHN CORRIGAN, LLC	LEGAL FEES-ARBRITATION	9,566.10
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	120.27
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	15.70
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	25.69
ERICKSON & SEDERSTROM, PC	PROF SERV - MAIN ST PROPERTIES - 066079	1,300.60
ERICKSON & SEDERSTROM, PC	PROF SERV - MAIN ST PROPERTIES - 066173	1,425.00
ERICKSON & SEDERSTROM, PC	PROF SERV - MAIN ST PROPERTIES - 066174	1,000.00
		<u> </u>
		\$ 14,741.67

CABLE ADVISORY

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	3,857.20
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	65.38
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	23.55
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	30.36
		<u> </u>
		\$ 3,976.49

CITY CLERK

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	2,362.64
GRETNA GUIDE & NEWS	LEGAL ADS	961.28
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	65.38
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	22.29
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	28.53
NE STATE LIBRARY PUBS OFFICE	STATE STATUTE BOOKS	33.90
UNIVERSITY OF NEBRASKA-OMAHA	CPS-TRAINING-CLERK'S SCHOOL-DEP CLK	443.00
		<u> </u>
		\$ 3,917.02

FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE, NEW PRINTER	537.34
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	5,219.88
HANEY SHOE STORE	SAFETY BOOTS-2 EMPLOYEES	369.99
INDOFF	OFFICE SUPPLIES	555.74
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	351.79
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	68.22
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	105.89
RED WING BUSINESS ADVANTAGE	SAFETY SHOES-4 EMPLOYEES	775.97
WESTLAKE ACE HARDWARE	CPS-TAPE MEASURE	26.99
		<u> </u>
		\$ 8,041.81

MINUTE RECORD

CLAIMS FOR DECEMBER 15, 2020

PAGE 2

LIBRARY

AMERICAN LIBRARY ASSOCIATION	ALA MEMBERSHIP RENEWALS 2021	809.00
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	331.00
DOTSTER	CPS-RENEW DOTSER SUBSCRIPTION	87.45
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	7,623.75
HISTORY NEBRASKA	ANNUAL SUBSCRIPTION	35.00
INGRAM LIBRARY SERVICES	BOOKS	3,325.38
KAPCO	EASY BIND REPAIR TAPE	53.86
LIBRARY IDEAS	BOOKS	372.55
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	261.52
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	75.74
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	92.40
MICHELLE BULLOCK	REIM PROGRAM SUPPLIES	43.91
MIDWEST TAPE	VIDEOS	67.47
NE STATE LIBRARY PUBS OFFICE	NEBRASKA STATE STATUTE	134.15
NEBRASKA LIBRARY ASSOCIATION	MEMBERSHIP RENEWALS-16 MEMBERS	755.00
OCLC INC	MONTHLY CATALOGING-DEC 2020	1,357.52
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-220-11-23	1,532.20
QUADIENT, INC	POSTAGE METER LEASE - 12/2020 - 03/2021	176.46
SCOTT WELCH	MONTHLY WEB HOSTING-DEC 2020	125.00
TEAM SOFTWARE SOLUTIONS	WEB BROWSER ANNUAL RENEWAL	125.00
THE SHOPPER, INC	OFFICE SUPPLIES	576.00
WALMART COMMUNITY	CPS-SUPPLIES	37.20
		<hr/>
		\$ 17,997.56

ADMINISTRATIVE SERVICES

CARHARTT, INC	CPS-UNIFORMS-2 EMPLOYEES	470.82
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	12,212.48
INFOSAFE SHREDDING	SHREDDING	30.00
MATRIX BUSINESS SYSTEMS	COPIER CHARGES FOR NOV 2020	124.41
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	294.21
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	81.95
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	101.00
ONE SOURCE	BACKGROUND CHECKS	102.00
PAYCHEX of NEW YORK, LLC	PAYCHEX TIME & LABOR ADMIN FEE-OCT 2020	99.00
UPS	MAILING FEES	3.67
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,237.31
		<hr/>
		\$ 14,756.85

CODE ENFORCEMENT

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	9,071.05
MATRIX BUSINESS SYSTEMS	COPIER CHARGES FOR NOV 2020	79.88
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	163.45
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	41.45
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	52.63
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	142.46
WASTE CONNECTIONS OF NEBRASKA	CODE DUMPSTER-CEDAR ISLAND	786.88
		<hr/>
		\$ 10,337.80

PUBLIC WORKS

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	6,446.32
MATRIX BUSINESS SYSTEMS	COPIER CHARGES FOR NOV 2020	125.67
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	218.35
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	49.61
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	65.75
ONE CALL CONCEPTS	LOCATE FEES	527.62
SARPY CO REGISTER OF DEEDS	RECORDING	30.00
		<hr/>
		\$ 7,463.32

MINUTE RECORD

CLAIMS FOR DECEMBER 15, 2020

PAGE 3

PARKS

ASP ENTERPRISES, INC	EROSION MATERIALS	262.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	9.16
CARHARTT, INC	CPS-UNIFORMS-8 EMPLOYEES	2,292.04
DAY ELECTRIC SERVICE, INC	REPLACE POLE & LIGHT	9,935.66
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	8,089.18
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	237.08
HGM ASSOCIATES INC	ENGINEERING SERVICES - AHP-AMPHITHEATER DESIGN	2,622.59
J & J SMALL ENGINE SERVICE	LAZERX MOWER	6,899.00
MENARDS	SUPPLIES	5.98
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	359.59
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	102.36
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	112.24
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-220-11-23	2,763.65
TRISTAR RISK ENTERPRISE MGT	WORK COMP CLAIM	50.00
TRISTAR RISK ENTERPRISE MGT	WORK COMP CLAIM	105,000.00
TY'S OUTDOOR POWER & SERVICE	PARTS	76.95
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,885.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		\$ 140,715.90

RECREATION

DEFENDER	CPS-WINTER BUOY-AHP	238.59
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	2,109.96
MENARDS	CPS-SANITIZER WIPES	4.98
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	65.38
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	25.12
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	32.61
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	118.70
		\$ 2,595.34

BUILDING MAINTENANCE

CARHARTT, INC	CPS-UNIFORMS-7 EMPLOYEES	1,870.07
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	8,258.48
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE ALARM, SPRINKLER INSPECTION, FIRE EXTINGUISHERS	2,648.50
HILLYARD	JANITORIAL SUPPLIES	81.60
JACKSON SERVICES, INC	DOOR MATS SERVICE	101.40
JOHNSTONE SUPPLY	NEW THERMOSTAT	824.58
KB BUILDING SERVICES	JANITORIAL SERVICES-DEC 2020	10,918.50
MENARDS	PVC ELBOW, COUPLINGS, CONCRETE, PARTS FOR FOUNTAIN, THERMOSTAT	311.82
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	228.83
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	62.49
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	72.66
NEBRASKA STATE FIRE MARSHALL AGENCY	BOILER INSPECTION	61.00
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	464.81
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-220-11-23	1,131.32
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	384.37
TRICO MECHANICAL SERVICES	QRTLY MAINTENANCE, CIRCUIT BOARD, IGNITOR	1,914.30
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	400.82
WESTLAKE ACE HARDWARE	ELECTRICAL SUPPLIES, TOOLS, PVC	32.34
		\$ 29,767.89

CEMETERY

CARHARTT, INC	CPS-UNIFORMS-2 EMPLOYEES	596.14
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	1,506.62
MENARDS	MR CLEAN, TREE GUARD, TREE WRAP	10.98
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	65.38
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	18.06
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	22.42
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-220-11-23	632.29
		\$ 2,851.89

MINUTE RECORD

CLAIMS FOR DECEMBER 15, 2020

PAGE 4

STREETS

ALFRED BENESCH & COMPANY	CAPEHART RD IMPROVEMENT	6,876.75
BOARD OF EXAMINERS FOR COUNTY HIGHWAYS	RENEW CLASS A LIC-B RIGGS 2021-2023	50.00
CARHARTT, INC	CPS-UNIFORMS-27 EMPLOYEES	7,414.69
DIY HOLDING COMPANY, LLC	2020 CONCRETE PROJECTS CONTRACT ADDENDUM	44,399.41
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	39,267.87
FUTUREWARE DISTRIBUTING	CPS-DIODES FOR STREET SIGNS	684.85
HEIMES CORPORATION	CMP CULVERT REPLACEMENT-FINAL	61,552.70
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	1,013.39
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	280.09
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	326.78
METROPOLITAN AREA PLANNING AGENCY	FY 2020 TIP FEE-OCT 2019-SEP 2020	44,535.60
MICHAEL TODD & COMPANY	CUTTING EDGE BOSS PLOW	1,310.44
NEWMAN SIGNS	PEDESTRIAN CROSSING SIGNS	965.85
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-220-11-23	10,663.72
OMNI	ASPHALT	746.55
READY MIXED CONCRETE COMPANY	CONCRETE	1,535.26
TRISTAR RISK ENTERPRISE MGT	WORK COMP CLAIMS	1,128.63
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,797.25
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	WIRE ROPE, BOLT COPPER	30.04
		<u>\$ 225,593.29</u>

FLEET MAINTENANCE

ALCHEMY DISTRIBUTING, INC	CPS-PARTS	546.48
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	601.91
BELLEVUE TIRE & AUTO SERVICE	TIRES	556.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	35.29
CARHARTT, INC	CPS-UNIFORMS-6 EMPLOYEES	1,779.62
CORNHUSKER INTERNATIONAL TRUCKS	PARTS	484.74
EDWARDS CHEVROLET-CADILLAC	PARTS	87.81
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	19,510.81
FARM PLAN	PARTS	623.42
J & J SMALL ENGINE SERVICE	OIL, PARTS	471.22
JIM HAWK TRUCK TRAILERS	PARTS	336.64
KRIHA FLUID POWER CO	PARTS	277.17
LOCKY BEASLEY	CPS-PARTS	1,710.00
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	490.35
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	147.74
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	185.41
NAPA AUTO PARTS	FILTERS, DISC BRAKE PADS, ROTOR, GLOVES	641.73
NEBRASKA IOWA INDUSTRIAL FASTENERS	PARTS	41.44
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-220-11-23	1,218.09
PEERLESS ENERGY SYSTEMS, LLC	CPS-PARTS	192.96
THE AUTOMOTIVE TRAINING GROUP	CPS-TRAINING	1,455.00
TOYNE, INC	PARTS	92.47
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	288.26
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WESTLAKE ACE HARDWARE	MOUSETRAPS	5.37
ZEP SALES AND SERVICE	FLASH FLOOR CLEANER	129.99
		<u>\$ 31,987.32</u>

SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEE-PARADISE PARK	462.18
WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEE-NOV 2020	301,825.46
		<u>\$ 302,287.64</u>

PLANNING

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	4,286.59
GRETNA GUIDE & NEWS	LEGAL AD	14.07
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	98.07
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	32.19
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	40.68
		<u>\$ 4,471.60</u>

MINUTE RECORD

CLAIMS FOR DECEMBER 15, 2020

PAGE 5

PERMITS & INSPECTIONS

CARHARTT, INC	CPS-UNIFORMS-6 EMPLOYEES	1,068.24
DUDE SOLUTIONS, INC	SOFTWARE FOR BUILDING PERMITS	27,871.20
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	11,758.99
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	261.52
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	74.26
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	94.32
STATE ELECTRICAL DIVISION	CPS-MEMBERSHIP DUES-FOLLMER	253.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	643.71
		<hr/>
		\$ 42,025.24

POLICE

A-RELIEF SERVICES	PORTABLE RESTROOMS-RANGE	252.00
BALLYS HOTEL-LAS VEGAS	CPS-LODGING-JASHINSKE	356.57
BELLEVUE FORT CROOK, LLC	RENT FOR K9 BUILDING-JAN 2021	1,248.00
BLUE TO GOLD LAW ENFORCEMENT	CPS-TRAINING-BENDRICKSON	349.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	249.22
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	3,063.74
COURTYARD-ST CLOUD, MN	CPS-LODGING-MILLER	216.24
COURTYARD-ST CLOUD, MN	CPS-LODGING-STUCK	216.24
DAVIS & STANTON	COMMENDATIONS BARS	126.00
DON'S PIONEER UNIFORMS	UNIFORMS FOR NEW OFFICERS	3,547.90
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	121,408.01
FORCE SCIENCE INSTITUTE	CPS-TRAINING-MELROSE, MAGUIRE	990.00
FORENSIC CONSULTATION	CPS-TRAINING-TREINEN	200.00
GALLO PROFESSIONAL POLYGRAPH SERVICES, LLC	POLYGRAPH SERVICE	750.00
GREAT PLAINS UNIFORMS	UNIFORMS-COX	252.00
INDOFF	OFFICE SUPPLIES	750.00
INFOSAFE SHREDDING	SHREDDING SERVICE	90.00
JACKSON SERVICES, INC	DOOR MATS	67.61
LAFAYETTE INSTRUMENT CO	DISPOSABLE GEL ELECTRODES	52.75
MATRIX BUSINESS SYSTEMS	COPIER CHARGES FOR NOV 2020	385.20
MENARDS	TREE GUARD, TREE WRAP, LUMBER, GLASSES	144.72
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	5,717.71
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	870.01
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	1,647.55
MIDLANDS PRINTING	BUSINESS CARDS	102.00
NATIONAL MINORITY UPDATE	CPS-SUPPLIES	195.00
OFFUTT COLLISION REPAIR CENTER	VEHICLE REPAIR	1,627.37
PRAETORIAN DIGITAL	POLICEONE ACADEMY RENEWAL & SET UP FEE	6,202.50
RIO ALL SUITE HOTEL-LAS VEGAS	CPS-CREDIT-LODGING DEPOSIT	(31.63)
STICKY LIFE	BUMPER STICKERS	289.69
SUNSET LAW ENFORCEMENT, LTD	AMMUNITION	12,569.10
TARGETS ONLINE	TARGETS FOR RANGE	360.00
TRAVELERS INSURANCE	LIABILITY CLAIMS	500.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	75.08
TRISTAR RISK ENTERPRISE MGT	WORK COMP FUNDING-NOV 2020	1,160.77
TRI-TECH FORENSICS, INC	EVIDENCE COLLECTION SUPPLIES	1,145.48
U.S. CELLULAR	MONTHLY SERVICE-2020-11-10	68.40
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	8,341.65
VERIZON WIRELESS	MONTHLY SERVICE-2020-11-23	800.31
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		\$ 176,356.19

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	792.65
AMAZON.COM, LLC	CPS-FEES, MEDICAL SUPPLIES	40.43
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	2,271.25
ED M FELD EQUIPMENT CO	SCBA REPAIR	900.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	68,278.61
MATHESON TRI-GAS INC	SUPPLIES	37.25
McKESSON MEDICAL-SURGICAL GOVT SOLUTIONS	MEDICAL SUPPLIES	1,928.39
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	2,234.63
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	577.76
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	942.36
MICHAEL STORE	CPS-CUSTOM FRAMES FOR TRAINING SITE	542.28

MINUTE RECORD

CLAIMS FOR DECEMBER 15, 2020

PAGE 6

FIRE & RESCUE (cont'd)

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-220-11-23	5,657.44
SANDRY FIRE SUPPLY, LLC	NOZZLES, REPAIR TOOLS	4,465.83
SAPP BROS PETROLEUM	PROPANE FOR TRAINING SITE	334.03
TRISTAR RISK ENTERPRISE MGT	WORK COMP CLAIMS	1,996.88
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	4,881.99
ZIRMED, INC	MONTHLY CLAIMS MGMT FEE	136.71
ZOLL MEDICAL CORPORATION	FRMS/RMS MAINTENANCE	2,522.25
		<hr/>
		\$ 98,540.74

NON-DEPARTMENTAL/CONTRACTS

EXTSTAY, LLC	REFUND JAN 2020 OCC TAX-CANDLEWOOD HOTEL OVERPAYMENT	4,348.01
GOTOMEETING	CPS-MONTHLY GOTOMETING CHARGE	17.12
GREATER BELLEVUE AREA CHAMBER OF COMMERCE	ECONOMIC DEVELOPMENT CONTRACT	3,000.00
LOCKTON COMPANIES, LLC	INSURANCE PREMIUMS	99,890.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTRDL-JAN 2021	13,452.93
SCOTT WELCH	CPS-MONTHLY WEB DESIGN MAINTENANCE	125.00
		<hr/>
		\$ 120,833.06

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CPS-COMPUTER SUPPLIES, CABLE, TV, WALL MOUNT, KEYBOARD	646.01
CARHARTT, INC	CPS-UNIFORMS-2 EMPLOYEES	591.61
DELL MARKETING L.P.	DELL LATITUDE LAPTOP	1,124.55
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
FIRST WIRELESS, INC	COMMUNICATIONS PARTS	5,612.74
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	59.95
MILLER DISTRIBUTORS, INC	BATTERIES	297.87
MOTOROLA SOLUTIONS, INC	BATTERIES	986.96
SHI INTERNATIONAL CORP	ZSCALER 1 YEAR RENEWAL	12,992.40
TJ CABLE	LOCATES	250.00
		<hr/>
		\$ 22,570.04

WASTEWATER

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	18.75
CARHARTT, INC	CPS-UNIFORMS-4 2MPLOYEES	1,136.65
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-DEC 2020	7,415.33
GRAINGER	GLOVES	757.20
HAMMERHEAD TRENCHES	POINT REPAIR	20,570.00
HANEY SHOE STORE	SAFETY BOOTS-J LISKKA	169.99
LINCOLN WINWATER WORKS CO	MANHOLE RINGS	477.00
MENARDS	GATORADE, DIESEL FUEL SUPPLIES, WATER	217.16
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2020	326.90
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2020	85.08
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2020	102.90
METRO LEASING	8735-LEASE-2020-11-25-JET TRUCK	22,836.87
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-220-11-23	2,426.90
U.S. CELLULAR	MONTHLY SERVICE-220-11-10	355.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	954.19
WESTLAKE ACE HARDWARE	BULBS, SANITIZER, TROUBLELITE	43.96
		<hr/>
		\$ 57,894.80

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-220-11-23	100.16
		<hr/>
		\$ 100.16

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CSBG CONSULTANT FEE-DEC 2020	730.61
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		\$ 730.61

FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE-2020-11-21	335.83
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		\$ 335.83

MINUTE RECORD

CLAIMS FOR DECEMBER 15, 2020

PAGE 7

G.O. BONDS

AMERICAN NATIONAL BANK	GORB 2020D DTD 2020-12-03 Issuance Cost-Underwriter Wire Fee	15.00
AMERICAN NATIONAL BANK	Wire fees for Bond Prin & Int Payments 12/1/20	30.00
AMERICAN NATIONAL BANK	GORB 2020D DTD 2020-12-03 Issu Cost-Bond Counsel Wire Fee	15.00
AMERICAN NATIONAL BANK	GORB 2020D DTD 2020-12-03 Issu Cost-S&P Rating Wire Fee	15.00
AMERICAN NATIONAL BANK	GORB 2020D DTD 2020-12-03 Issu Cost-Incoming Proceeds Wire	15.00
D.A. DAVIDSON & CO	GORB 2020D DTD 2020-12-03-Issuance Cost-Underwriter	21,375.00
DEPOSITORY TRUST/CLEARING CORP	Pub Safe Bonds 2/27/14 \$2,620,000 Princ DTCC	100,000.00
DEPOSITORY TRUST/CLEARING CORP	Pub Safe Bonds 6/3/13 \$5,500,000 Int DTCC	28,612.50
DEPOSITORY TRUST/CLEARING CORP	Pub Safe Bonds 2/27/14 \$2,620,000 Int DTCC	2,350.00
GILMORE & BELL PC	GORB 2020D DTD 2020-12-03-Issuance Cost-Bond Counsel	3,375.00
S&P GLOBAL RATINGS	GORB 2020D DTD 2020-12-03-Issuance Cost-S&P Rating	10,200.00
UMB BANK - TRUST OPERATIONS	GORB 2020D DTD 2020-12-03 Paying Agent & Escrow Fees	300.00

\$ 166,302.50

TOTAL CLAIMS FOR DECEMBER 15, 2020 \$ 1,514,450.38

TOTAL PAYROLL FOR NOVEMBER 26, 2020 \$ 1,045,318.54

*8a.
12/15/2020



CITY OF BELLEVUE

OFFICE OF THE MAYOR

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

MEMORANDUM

TO: All Council Members
FROM: Rusty Hike, Mayor
DATE: December 7th, 2020
SUBJECT: Reappointment to the Design Review Board

Please consider the following for reappointment to the Design Review Board.

Paul Cook – Alternate City Council
13210 South 26th Ave
Bellevue, NE 68157
402-291-8383
He will serve a three-year term ending December 2023.

Tree Board President Role Description

Carry out the Mission and Vision of the Tree Board--TB

Serve as primary TB representative and spokesperson

Contact to the Mayor, City Council, Code, Parks, Streets and other City departments for trees

Provide for member notification of all TB meetings (which are public) and meeting arrangements

Coordinate with all TB members to establish each meeting agenda, prior to each meeting

Conduct each TB meeting, or arrange for another member to do so, when going to be absent

Insure minutes are taken at each meeting by the Secretary, or other, and voted approved

Send approved Minutes to the City Clerk as they are approved and with annual report

Oversee the completion of the annual report and presentation to the City Council

Work with the TB VP to train them for the role of President

Be familiar with City Code Section 29 for trees

Coordinate with the TB certified Arborist for any requested tree inspections by city officials

Facilitate all TB document updates, as needed

Guide TB in conducting the annual calendar of tasks, creating updates annually

Demonstrate leadership with creative ideas for the TB efforts

Lead the recruitment of replacement new TB members for appointment by Mayor

Fulfill the 2 year term of service as President

Tree Board Vice-President Role Description

Carry out the Mission and Vision of the Tree Board--TB

Aid the President with tasks and serve as their back up, when needed

Work collaboratively with the President to carry out TB tasks

Be familiar with the Role Description of the President

Serve in a training role, to become the TB President when their term ends

Serve as secondary TB representative and spokesperson after the President

2nd Contact to the Mayor, City Council, Code, Parks, Streets and other City departments for trees

Conduct TB meeting when the President is absent

Assist the completion of the annual report and presentation to the City Council

Work with the TB to select a replacement VP, to train them for that role, when President

Be familiar with City Code Section 29 for trees

Review all TB documents for possible updates

Aid TB in conducting the annual calendar of tasks, creating updates annually

Demonstrate leadership with creative ideas for the TB efforts

Lead the recruitment of replacement new TB members, for appointment by Mayor

Attend all meetings possible, to provide support

Fulfill the 2 year term of service as VP then 2 more as President

Tree Board Secretary Role Description

Carry out the Mission and Vision of the Tree Board--TB

Serve as primary TB record keeper

Take notes at all meetings to use with any recordings to write meeting minutes

Formulate the next meeting agenda from the minutes then list it at the end of minutes

Make Bold text in the minutes, all described action items and the responsible person

Within two weeks after meetings, email draft minutes to full board for proofing and input

One week prior to meetings, email okayed minutes/agenda for the upcoming meeting to all

Prepare for and attend all meetings possible to record the TB minutes

Send approved Minutes to TB President for City Clerk as they're approved & with annual report

Create and update a list of all TB members contact information and volunteer contributions

Email any dates/information, as they arise, to further communication to members

Help with completing the annual report and presentation to the City Council

Work with the next TB Secretary to train them for the role

Be familiar with City Code Section 29 for trees

Keep a record of TB appointment terms and assist in all TB document updates

Record the annual calendar of tasks, creating updates annually

Help in recruitment of replacement new TB members for appointment by Mayor

Fulfill the 2 year term of service as Secretary

Mission:

Our mission is to plant, nurture, protect, and preserve trees. We educate people about trees, shrubs and plants.

We plant new trees every year to increase and diversify our urban tree populations. We protect that diversity by controlling invasive species and disease. Second, we inventory the trees in our community parks and public properties. We record species and their numbers, health and safety issues, deaths and removals. Third, we work with city council and administration to develop and annually update a Tree Ordinances and the City Tree Care Plan. We also advise and help the city with maintenance and tree care issues. One of the most important things we do is to educate the public on tree care, invasive species, tree diseases and our Tree Board work.

Vision:

Our vision is to enhance the communities' wellbeing for current and future generations through direct nature connections, leading to appreciation and respect.

Our community trees are a part of our lives individually and as a community. They give us many benefits such as beauty, habitat and food for all life, clean air, climate change regulation, and energy conservation. Through our efforts we want to preserve the diversity and health of our urban forest for future generations of Bellevue citizens.

Membership:

The seven members are nominated and appointed by the Mayor, and approved by the City Council. Members serve a four year term, unless fulfilling an unfinished term. Terms are staggered to insure continuity. At least one member needs to be a Certified Arborist thru Nebraska Arborist Association or thru ISA, International Society of Arborists. The other members need to care about trees; to be knowledgeable about them or willing to learn. Members attend workshops to increase their knowledge. They live in Bellevue or under city jurisdiction. The City Administrator designates a city staff member that is a Certified Arborist, or training to become one, to sit on the Tree Board and be the liaison to the city administration. The Mayor may also appoint a City Council member to be on the Tree Board and be a liaison to the City Council. Members of the board shall serve without compensation.

Structure:

Following the April appointment of new members, there will be an election of President, Vice President, and Secretary for two year terms, starting June 1st of that calendar year. Duties of the officers will be outlined in a separate section. Members will share all other duties as needed. We will meet at least nine months of the calendar year. Our records for the purpose of the Tree City USA award will be calculated from Dec. 1st to Dec. 1st of the following year.

Monthly Goals

January - Work on winter projects, record work done by park staff on tree maintenance and removal. Review the Tree Ordinance and/ or Tree Plan for any needed changes. Look for grants and submit them as needed, for projects. Tree Board members will submit and write Tips and Tricks from Bellevue Tree Board to help educate public throughout the year. Compile the Annual Tree Board Report to the Mayor and the City Council.

February - Set dates, in April, for Earth Day, Arbor Day tree planting, and Ailanthus control. Review the final draft of the Tree Board Annual Report. Check Tree Board members' term dates for retirement and/or renewal.

March - Nominate new Board members as needed. New/continuing Board members should be appointed and approved. The finalized Annual Tree Board Report of all service activities will be presented to the City Council and Mayor. Finish planning for Arbor Day/ Earth Day. Include educational activities on Arbor Day and Earth Day events. Finalize any changes to the Tree Ordinance and/or Tree Plan and send it to the city council for approval. Decide on Spring educational topics for Bellevue 411.

April - Welcome new members; Ailanthus control (pulling young shoots, checking kill success); Arbor Day Event and Earth Day Event. Election of new Tree Board officers – President, Vice-President and Secretary.

June - Confirm dates and supplies for Ailanthus fall spraying, fall dates for fall planting. Work on tree inventory. Decide on Summer topics for Bellevue 411.

July/August - Finish planning for fall planting and Ailanthus spraying. Work on tree inventory if needed. Decide on Fall topics for Bellevue 411.

September - Plant trees and spray Ailanthus if weather permits. Send tree inventory assessment to Parks Staff for their winter tree maintenance.

October -If rain date was needed for Ailanthus spraying; spray Ailanthus. Decide on winter projects. Decide on possible winter topics for Bellevue 411.

November - Gather data (ending December 1) for Tree City USA Application/ Growth Award Fill out application for Tree City USA/ Growth Award. Work on winter projects.

December - Send in Application for Tree City USA / Growth Award. Work on winter projects.

Additional Objectives-

Additional projects can be added as needed and agreed upon. For example; projects to better maintain our trees, shrubs, and plants in the city to create habitat to benefit wildlife, which in turn benefits the urban forest and our citizens as well. These projects need to be for a specific area, carefully outlined, discussed with the parks staff, and if needed approved by City Council. Tree inspections for the Code Enforcement are done upon request all year.

Mission:

Our mission is to plant, nurture, protect, and preserve trees. We educate people about trees, shrubs and plants.

We plant new trees every year to increase and diversify our urban tree populations. We protect that diversity by controlling invasive species and disease. Second, we inventory the trees in our community parks and public properties. We record species and their numbers, health and safety issues, deaths and removals. Third, we work with city council and administration to develop and annually update a Tree Ordinances and the City Tree Care Plan. We also advise and help the city with maintenance and tree care issues. One of the most important things we do is to educate the public on tree care, invasive species, tree diseases and our Tree Board work.

Vision:

Our vision is to enhance the communities' wellbeing for current and future generations through direct nature connections, leading to appreciation and respect.

Our community trees are a part of our lives individually and as a community. They give us many benefits such as beauty, habitat and food for all life, clean air, climate change regulation, and energy conservation. Through our efforts we want to preserve the diversity and health of our urban forest for future generations of Bellevue citizens.

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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
12/15/2020

COUNCIL MEETING DATE: 11/17/2020		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 Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to ML for the purpose of light industrial development. Applicant: Ryan Steele. General Location: 11715 South 60th Street. Case #: Z-2009-13.

SYNOPSIS/BACKGROUND:

Ryan Steele has requested a rezoning on the property at 11715 South 60th Street from AG to ML to enable light manufacturing development. The property consists of approximately 19.5 acres. The ML zoning is not consistent with the Comprehensive Plan which designates this property as low density residential. The ML zoning specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purpose of the zoning regulations. Site plan approval is not required for the ML zoning district and this specific request therefore, if the property is rezoned any permitted accessory use allowed in the ML zoning district would be allow on the property. Examples of permitted uses include, but are not limited to: commercial parking lots, kennels, light manufacturing including assembly, fabrication and processing of products, self storage facilities (indoor and outdoor), and highway maintenance yards, or buildings.

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 Denial of this request.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins
City Secretary by Susan Kettle
Tammi Palm

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Ryan Steele

CASE #: Z-2009-13

CITY COUNCIL HEARING DATE: December 1, 2020

REQUEST: to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to ML for the purpose of light industrial development.

On October 22, 2020 the City of Bellevue Planning Commission voted seven yes, one no, one absent and zero abstained:

DENIAL of the change of zone based upon the perceived negative impact upon the surrounding area, as well as lack of conformance to the Comprehensive Plan.

VOTE:

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

Planning Commission Hearing (s) was held on: October 22, 2020

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2009-13

FOR HEARING OF:

REPORT #1: October 22, 2020

REPORT #2: December 1, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Ryan Steele
13951 Valley Ridge Drive
Omaha, NE 68138

B. PROPERTY OWNER:

Ryan Steele
13951 Valley Ridge Drive
Omaha, NE 68138

C. GENERAL LOCATION:

11715 South 60th Street

D. LEGAL DESCRIPTION:

Tax Lot 14, located in the Southwest $\frac{1}{4}$ of Section 31, T14N, R13E of the 6th P.M.,
Sarpy County, Nebraska.

E. REQUESTED ACTION:

Rezone Tax Lot 14, from AG to ML.

F. EXISTING ZONING AND LAND USE:

AG, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning for the purpose of light industrial development.

H. SIZE OF SITE:

The site is approximately 19.5 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and most recently used agriculturally. A storage building currently sits on a part of the northwest portion of the property.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Agriculture, AG
- 2. **East:** Agriculture, AG
- 3. **South:** Agriculture, AG
- 4. **West:** Agriculture, AG (Papillion's zoning jurisdiction)

C. REVELANT CASE HISTORY:

On October 22, 2020 the Planning Commission recommended denial of a request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to ML for the purpose of light industrial development.

D. APPLICABLE REGULATIONS:

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The most recent traffic data from MAPA estimates approximately 3,700 vehicles per day along northbound 60th Street and 600 vehicles per day along southbound 60th Street near this property.
2. The property has access from South 60th Street. South 60th Street is presently an unimproved gravel road.

D. UTILITIES:

No utilities are available to this property.

E. ANALYSIS:

1. Ryan Steele has submitted a request to rezone Tax Lot 14, from AG to ML (Light Manufacturing) for the purpose of light industrial development.
2. The purpose of the ML (Light Manufacturing) zoning district is to provide for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purpose of the zoning regulations.
3. The applicant has submitted a conceptual site plan and has indicated his development will consist of private small business warehousing and co-working office spaces. The applicant has indicated he will have space for indoor and outdoor storage.

The applicant's justification statement is attached to this report.

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

No comments were received on this case.

5. Although the applicant has submitted conceptual plans, site plan approval is not required for the ML zoning district and this specific request. If the property is rezoned, any permitted or accessory use allowed in the ML zoning district would be allowed on this property. Examples of permitted uses include, but are not limited

to: commercial parking lots, kennels, light manufacturing including assembly, fabrication and processing of products, self storage facilities (indoor and outdoor), and highway maintenance yards or buildings.

6. There is no public water or sanitary sewer presently serving this property. The closest water and sanitary sewer are located in the Lakewood Villages subdivision to the east, or farther to the north along the Highway 370 corridor. As such, the applicant does not intend to extend these utilities to service his development.

7. If this property is rezoned for light industrial use, future adjoining development would be responsible for the landscaping bufferyard requirements per Section 9, Zoning Ordinance.

8. The Future Land Use Map designates this area as low density residential. The adjoining properties are designated for agricultural use and low density residential. The western edge of the city's jurisdiction is South 60th Street. The City of Papillion has zoning jurisdiction to the west of this property.

9. Given the wide range of permitted uses in the ML zoning district, staff is opposed to this spot zoning. Staff believes light industrial zoning does not fit into the area now, or in the future based on the lack of infrastructure, the surrounding neighborhood, and lack of conformance to the Comprehensive Plan.

10. City staff is not in favor of any type of contractual zoning agreement. Land use should be considered in this application, and whether or not the city is comfortable with the wide range of uses allowed in the requested ML zoning designation short-term as well as long-term.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

DENIAL of the change of zone based upon the perceived negative impact upon the surrounding area, as well as lack of conformance to the Comprehensive Plan.

V. PLANNING COMMISSION RECOMMENDATION

DENIAL of the change of zone based upon the perceived negative impact upon the surrounding area, as well as lack of conformance to the Comprehensive Plan.

VI. ATTACHMENTS TO REPORT

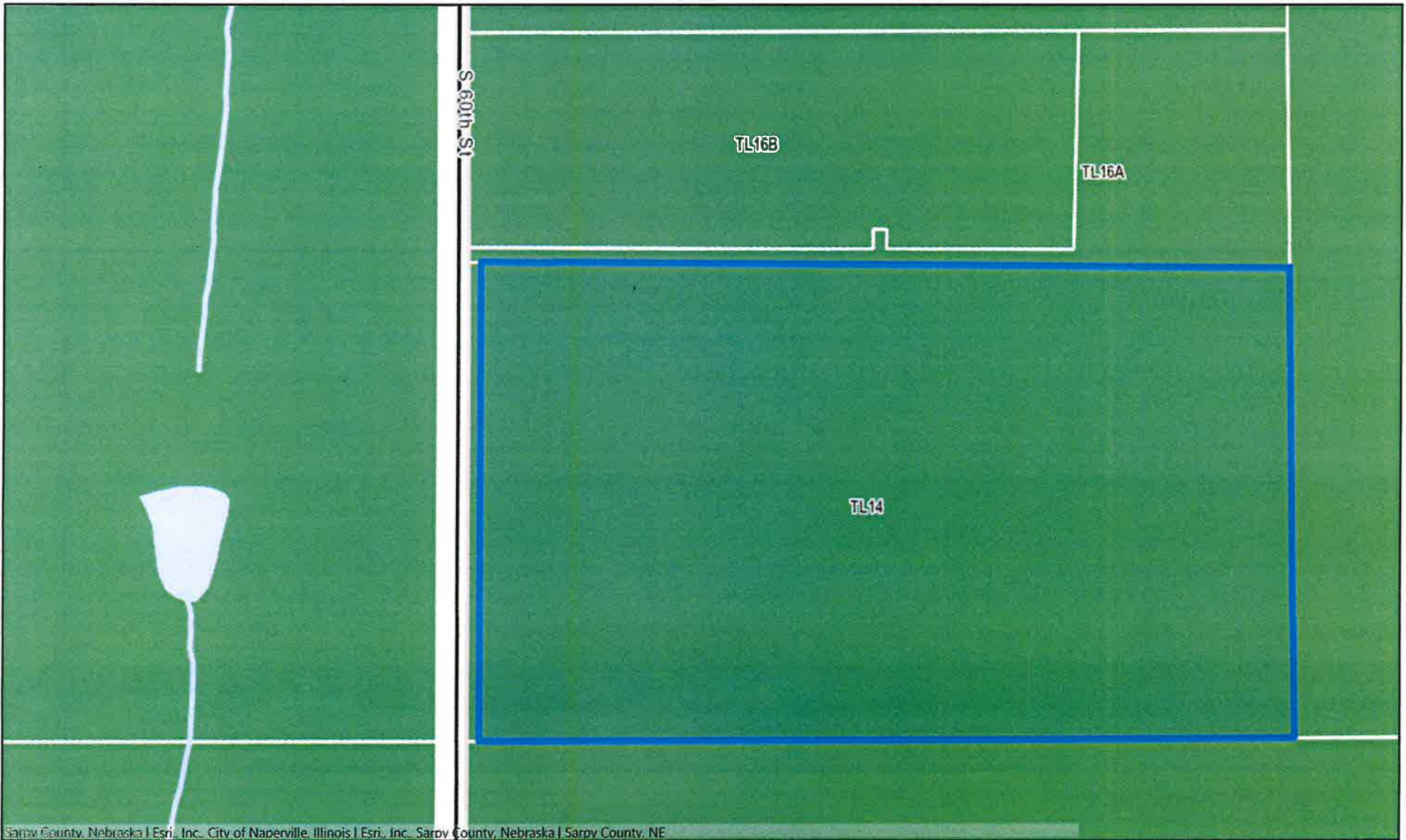
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter received September 18, 2020
4. Conceptual plans submitted by the applicant September 18, 2020

VII. COPIES OF REPORT TO:

1. Ryan Steele
2. Pat Sullivan
3. Public Upon Request

Prepared by: _____

Sammi L Palm 11/09/20
Planning Manager Date of Report

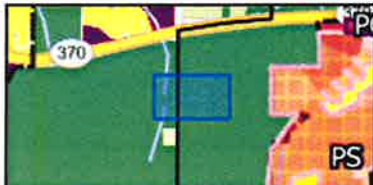


Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 3185

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Notes



15 W

TL16B

TL16A

TL14

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Notes



To: Tammi Palm

From: Ryan Steele

The purpose of the rezone application for Tax Lot 14 31-14-13 is so we can develop the site into a "Blue Collar" small business park. I believe ML zoning is the best zoning class for our development. If there is an alternative solution that you suggest that will still allow us to provide the offerings to our customers that we need please let me know. I am open to suggestions.

I moved to Sarpy county in 1987 and I am a graduate of Papillion LaVista High School. I was 11 years old when I started my first business. At the age of 16 I needed a space to warehouse my equipment for my Lawn and Landscaping business. At the age of 18 I had two full time employees and my business was continuing to grow. One of the biggest challenges I faced at this point was having a large enough place to keep my equipment at the end of each workday. I was not in a position financially to commit to a long-term lease that most landlords require. I also faced the challenge of needing an office space but not wanting the large overhead that comes along with that. I also needed someone to handle office duties but found it hard to hire someone to help with that part time. I was not the only small business start-up with this challenge at that time and this is still a problem today. Many small contractor businesses struggle with this. Many never start to begin with because of the obstacles they face and the fear of failure. Our plan will take many of these obstacles out of the way for them. This development will cater to small business with an offering that does not exist anywhere in the metro area and eliminate one of the largest financial obstacles.

I currently own two other sites in the metro area and one site under construction that caters to the small contractor business I am describing. This site will broaden the offering we currently have even further. We want to be able to create a one stop shop for these companies at this location. The strategic location of this site south of Highway 370 sitting between Bellevue and Papillion is perfect.

A few of the amenities of this site would include the following. All offerings will address a need that these small businesses have.

1. Private small business warehouses
2. Co-working office spaces
 - a. Meeting rooms
 - b. Kitchen area
 - c. Private offices
 - d. Hot desks
 - e. Book-keeping services
 - f. Marketing services
 - g. Answering service
 - h. Regularly scheduled education opportunities
3. Flex spaces
 - a. The difference between Private warehouses and flex space is the difference in the use type and the size of the space in order to meet different needs
4. Outdoor Parking

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PLANNING DEPT.

By having these offerings we have something for the company that just started all the way to the company that may have been open for business for a while. By providing the flexibility we offer the small business owner can focus on what they do best and let us provide the facility they need. We do not require any long-term lease, are minimum is only 2 months. This removes a financial hurdle. Our flexibility allows them to easily add or subtract from their space requirements.

I appreciate your time in reviewing this and am open to suggestions on how I can partner with you and the city of Bellevue to make this happen. Please let me know if you have any questions at all.

Best Regards,

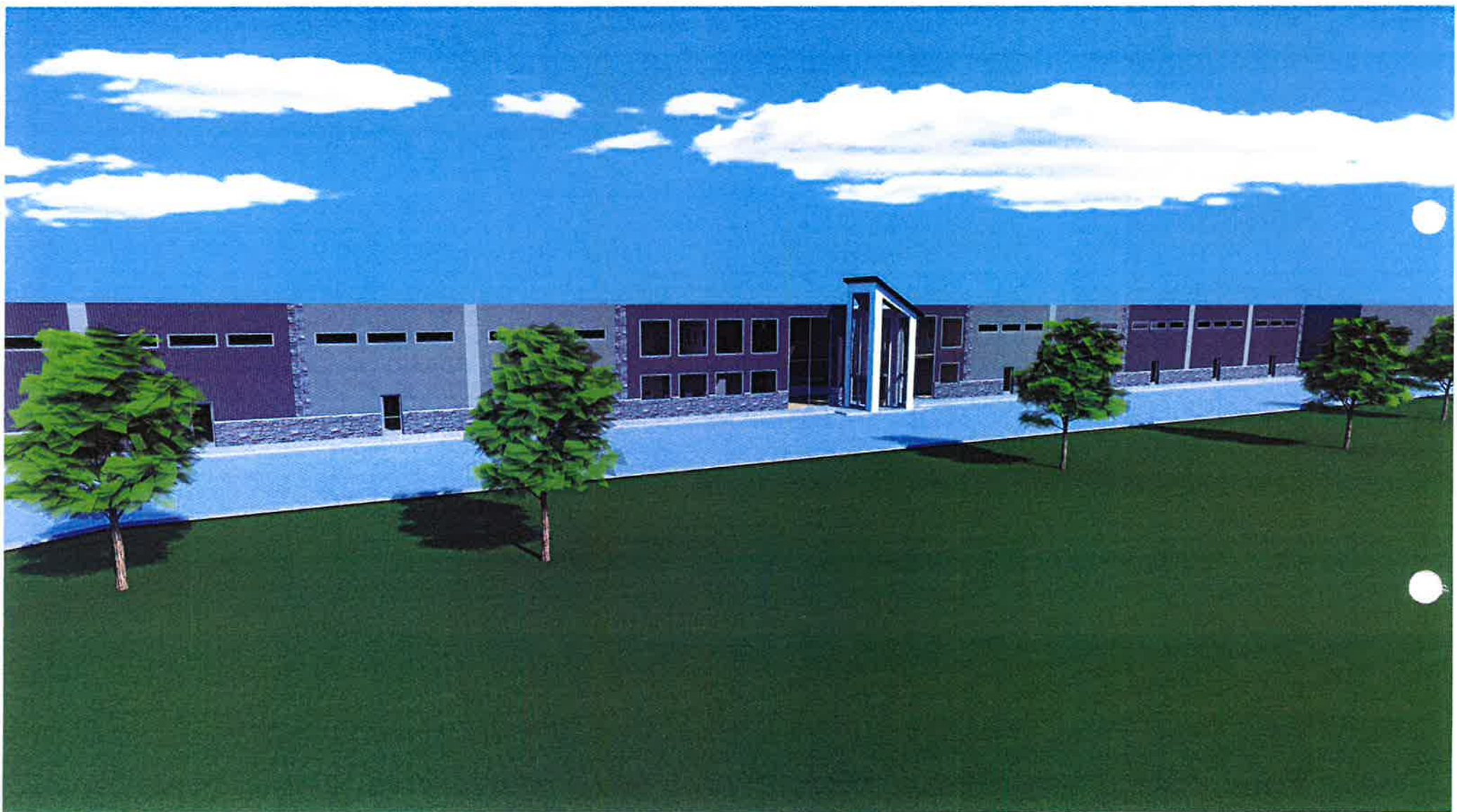
Ryan Steele

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SEP 18 2020
PLANNING DEPT.

RECEIVED

SEP 18 2020

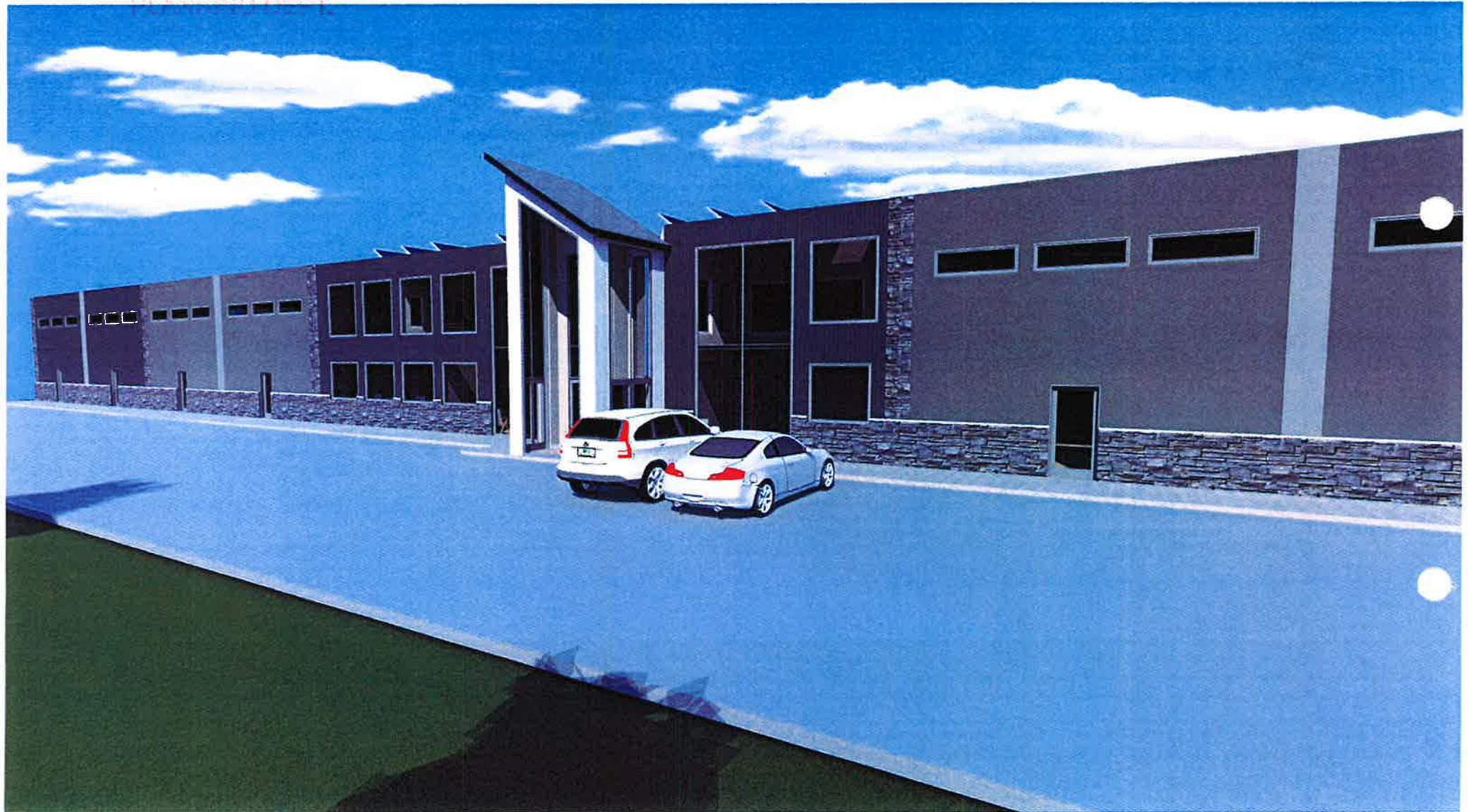
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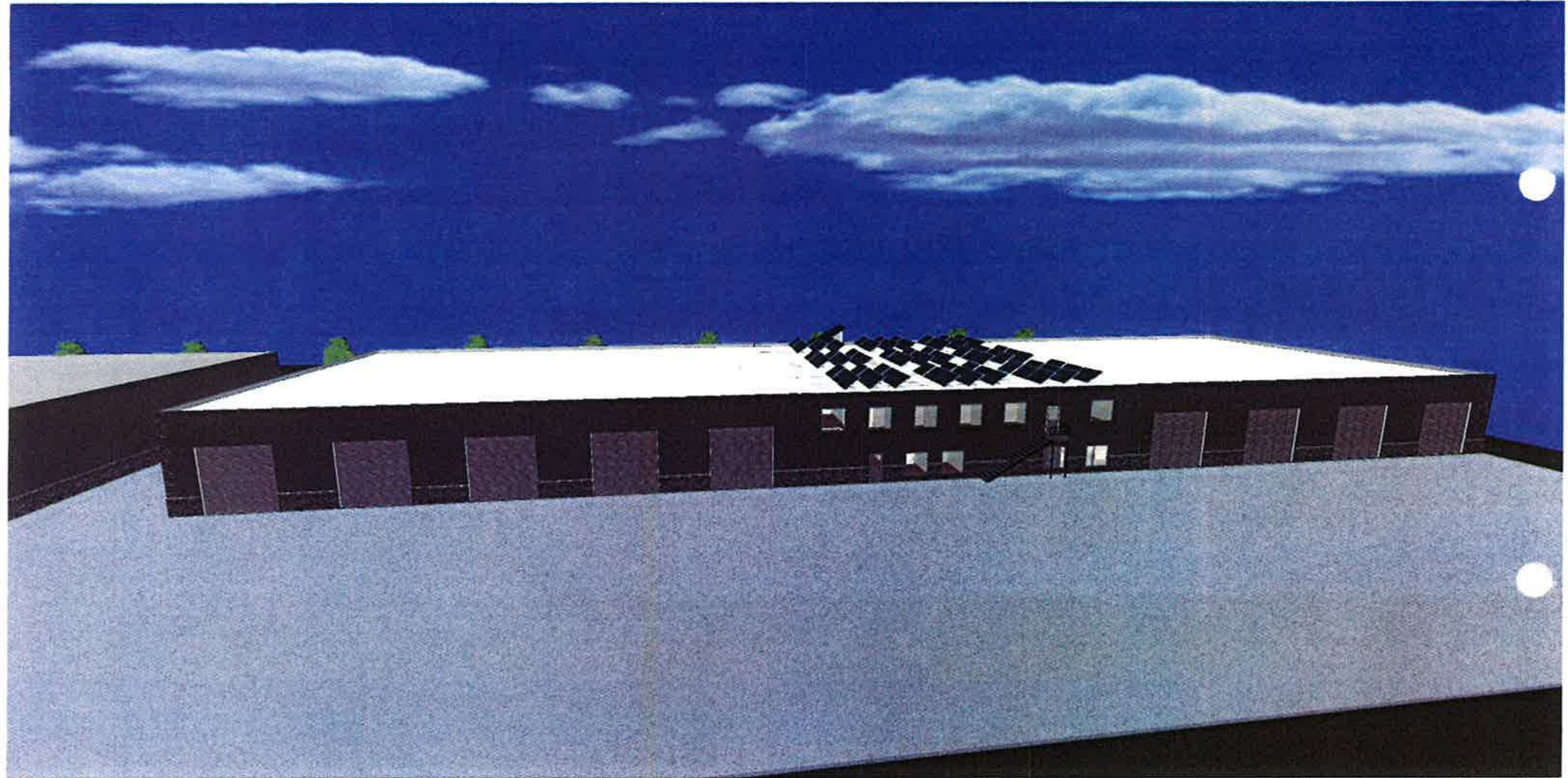
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SEP 18 2020

CLAYTON DIST.



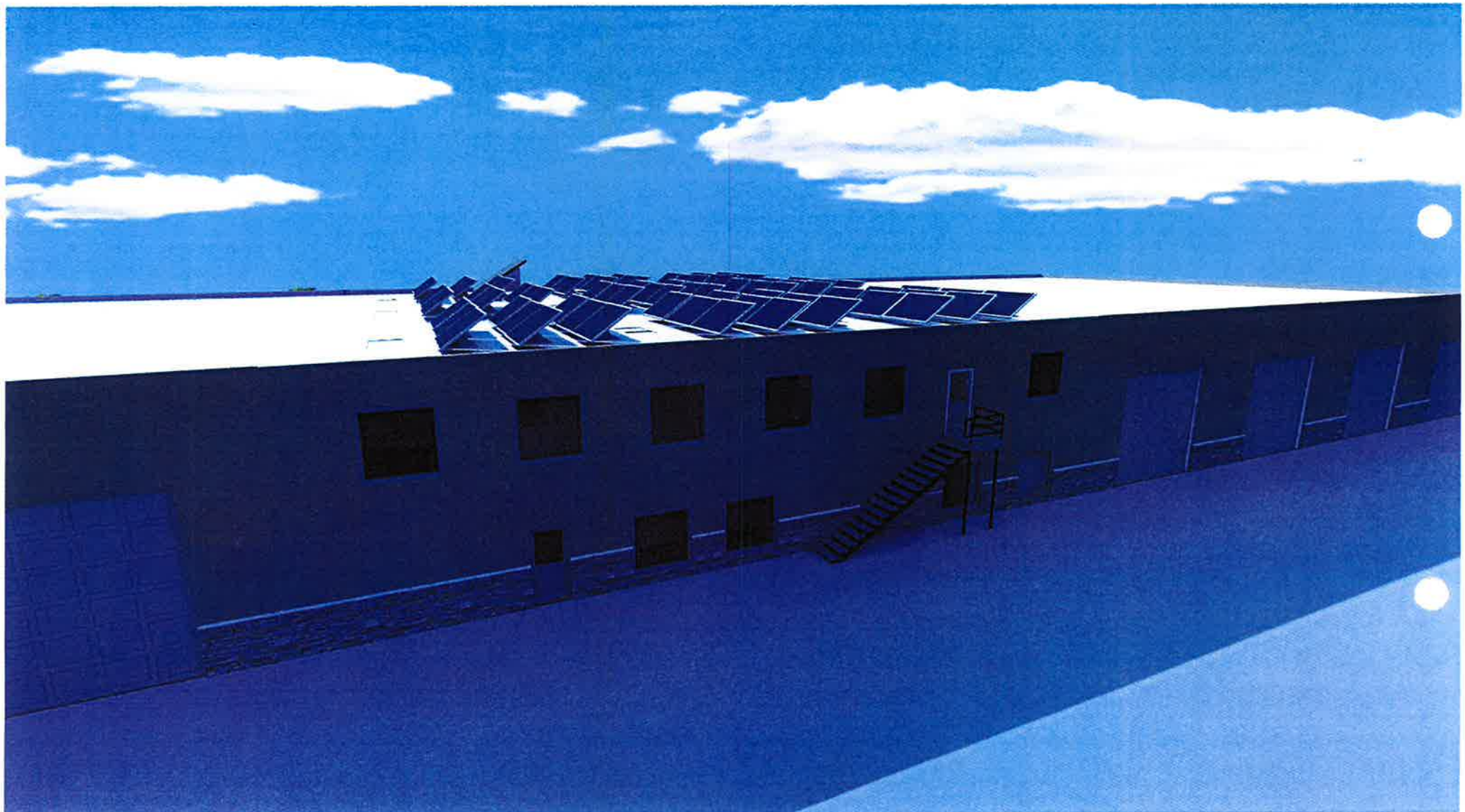
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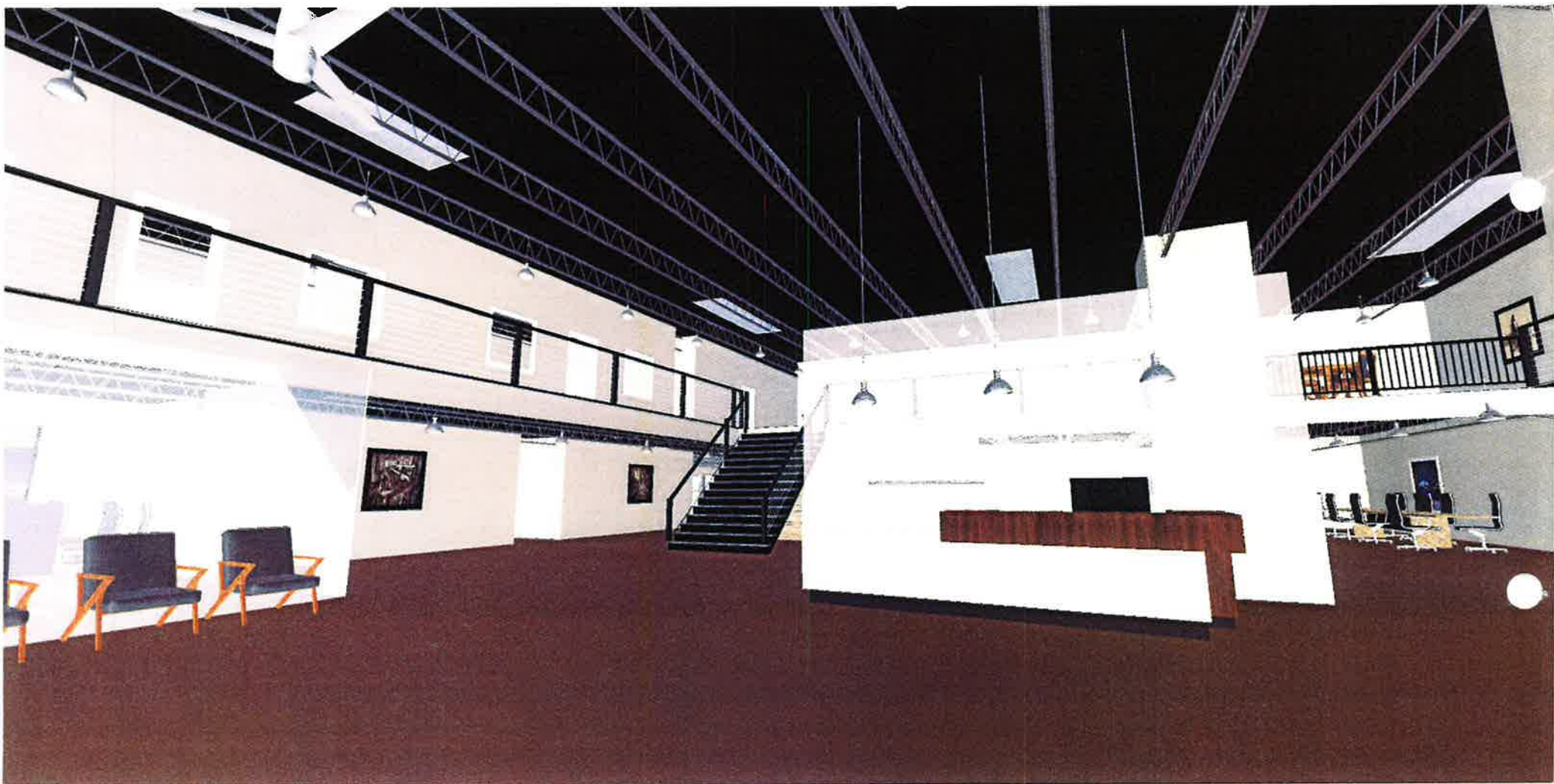
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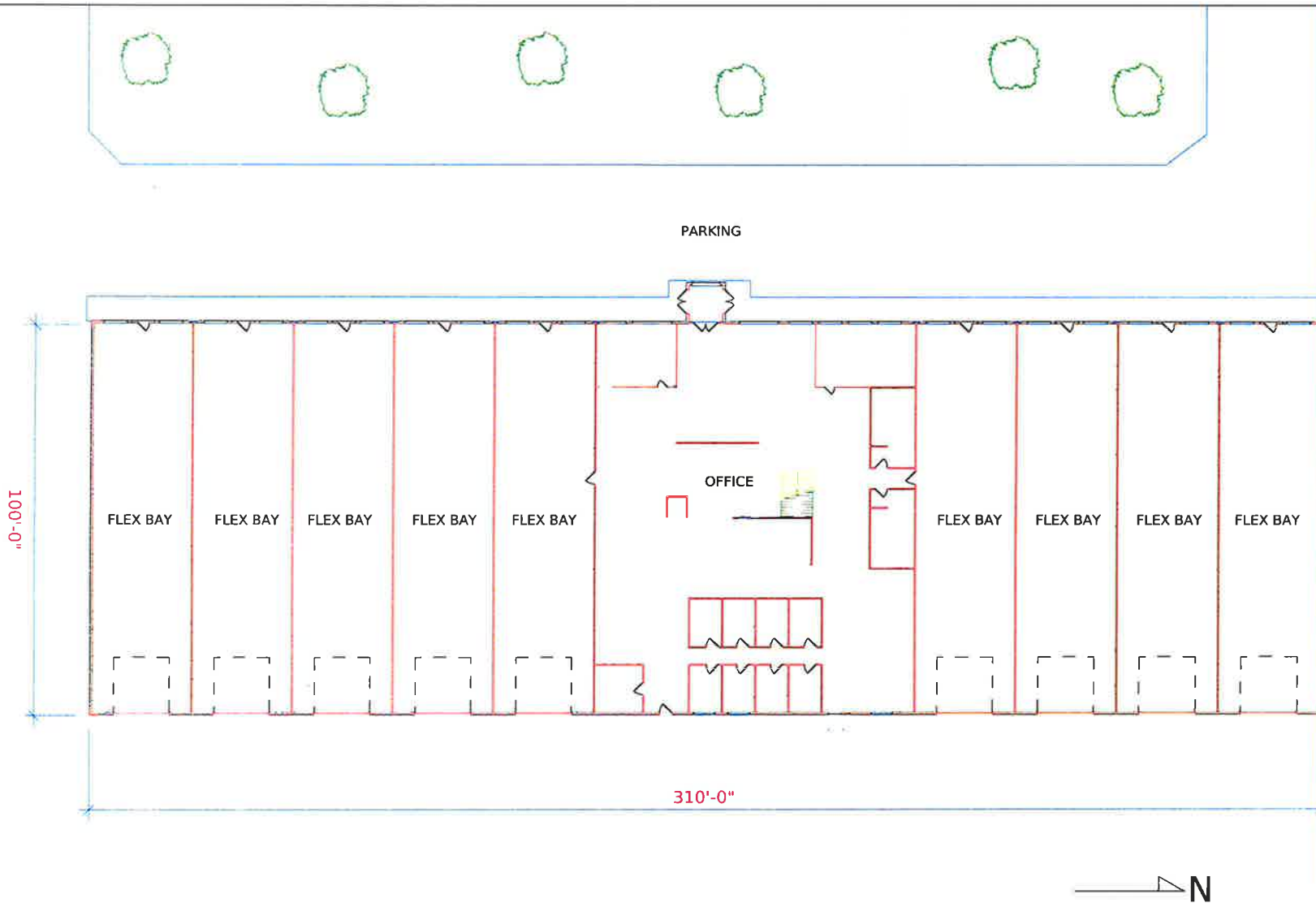


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SEP 18 2020

PLANNING DEPT.

S 60th Street



General Notes

No.	Revision/Issue	Date

Orientation:	Stamp:
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Precision Enterprises
13951 Valley Ridge Dr. Omaha, NE 68138
402-592-3323

Project Name and Address:

Client:

Drawing: **Main Building**

Scale:	Date:
--------	-------

Drawn By: H.E.C.	Sheet: A1
Checked By:	
Approved By:	

RECEIVED

SEP 18 2020

General Notes
PLANNING DEPT.

No.	Revision/Issue	Date

Orientation:	Stamp:

Precision Enterprises
 13951 Valley Ridge Dr. Omaha, NE 68138
 402-592-3323

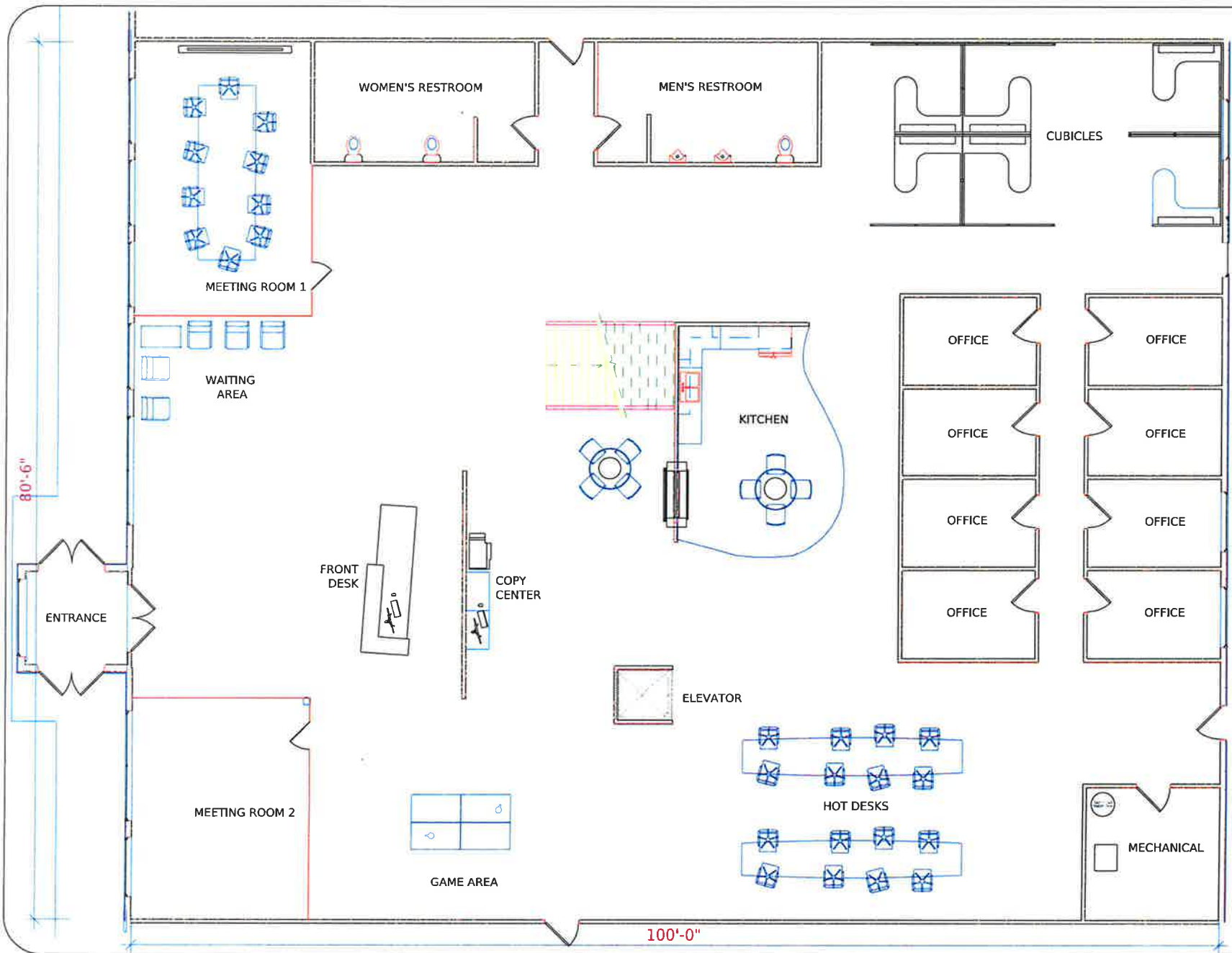
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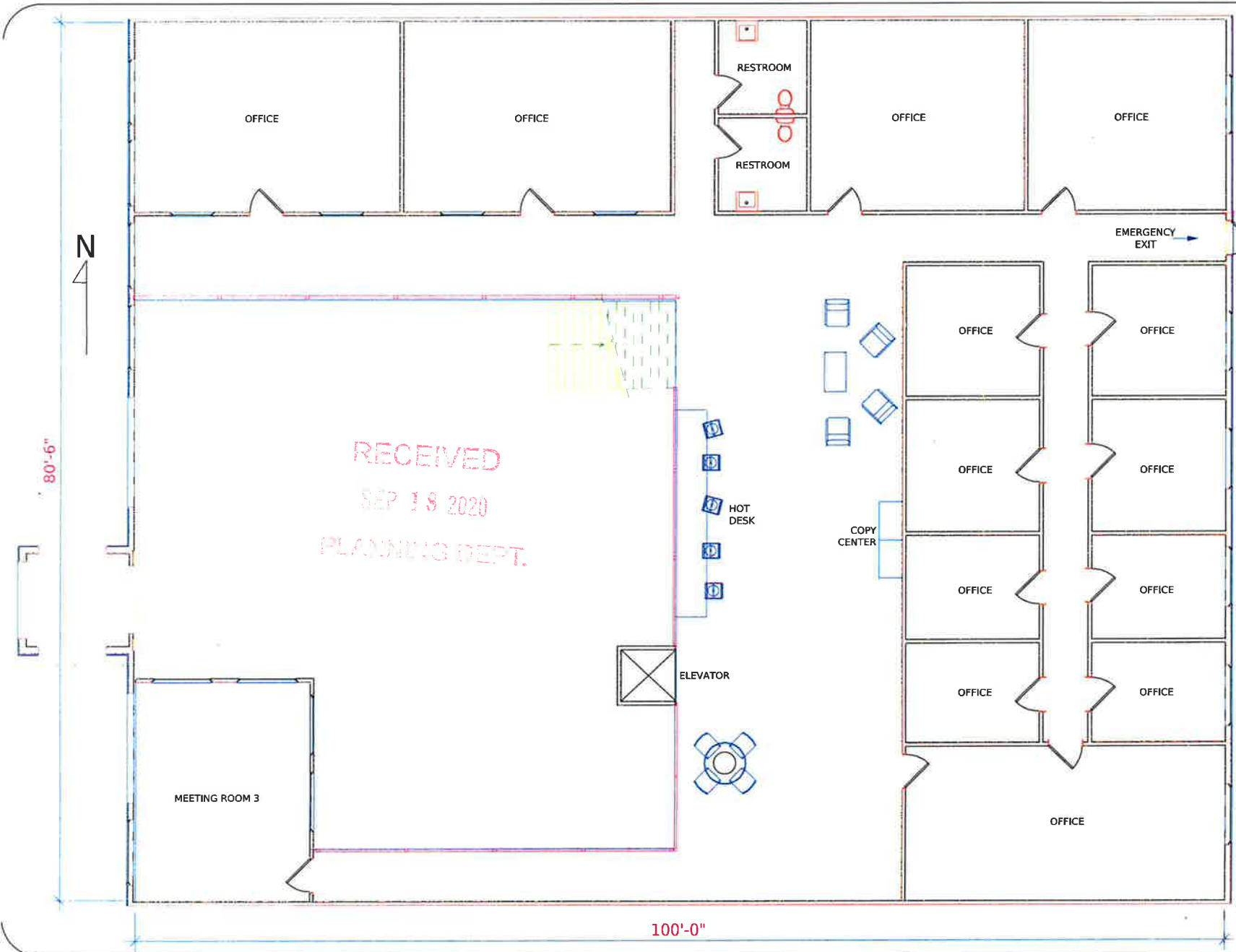
Client:

Drawing:
OFFICE LEVEL 1

Scale: 1/8" = 1' - 0" Date:

Drawn By: H.E.C.	Sheet:
Checked By:	A2
Approved By:	





General Notes

No.	Revision/Issue	Date

Orientation: Stamp:

Precision Enterprises
 13951 Valley Ridge Dr. Omaha, NE 68138
 402-592-3323

Project Name and Address:

Client:

Drawing: **OFFICE LEVEL 2**

Scale: Date:

Drawn By: H.E.C. Sheet: **A3**

Checked By:

Approved By:

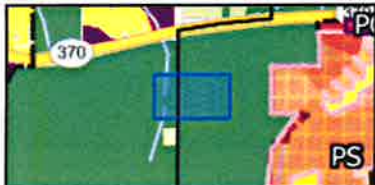


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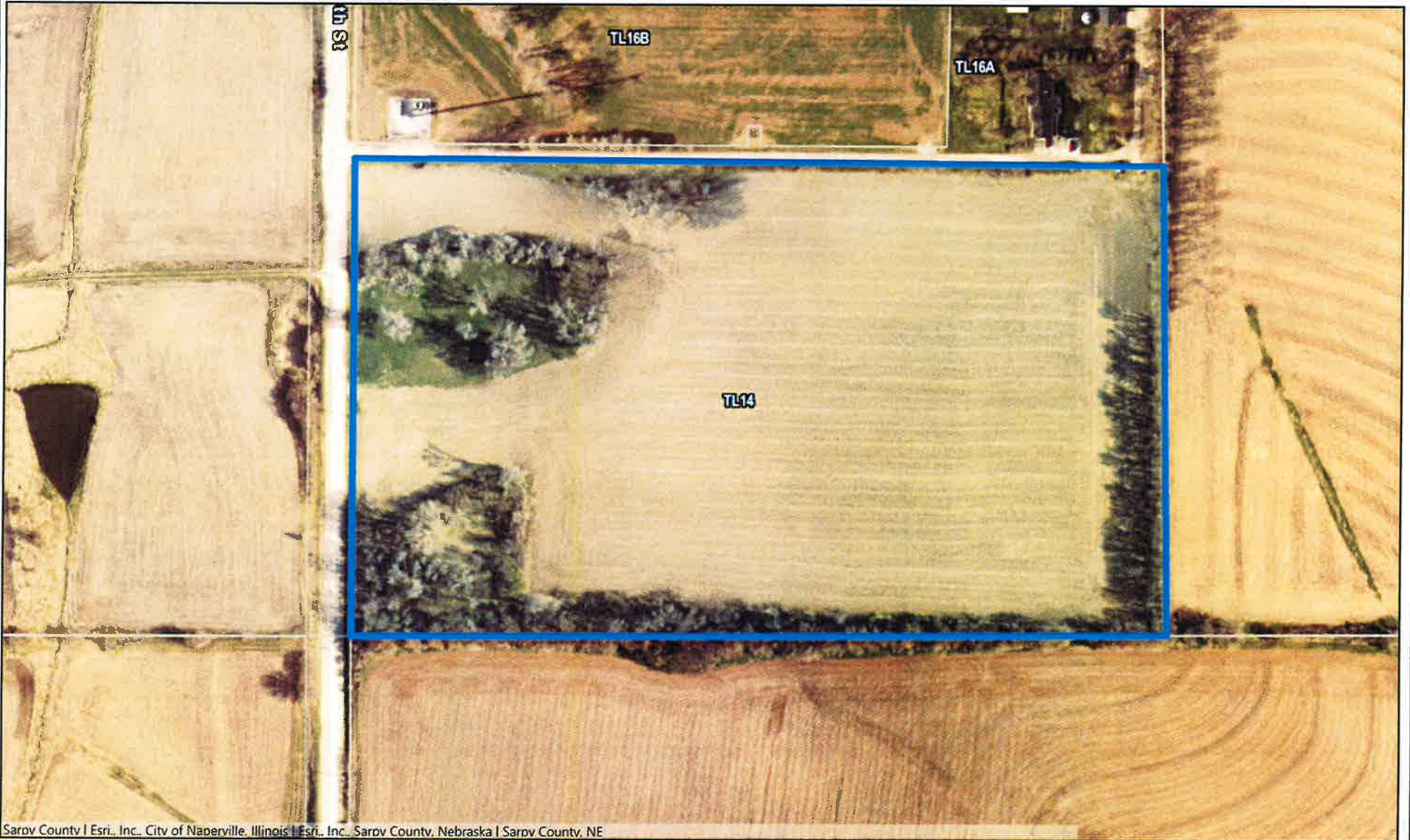
Map Scale 1: 3185

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Notes



ORDINANCE NO. 4020

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 11715 SOUTH 60TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Tax Lot 14, located in the Southwest $\frac{1}{4}$ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

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

(Ryan Steele)

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 11/17/2020
Second Reading: 12/01/2020
Third Reading: 12/15/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
12/15/2020

COUNCIL MEETING DATE: 12/15/2020	SUBMITTED BY: Tammi Palm	Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Approval of a request to rezone Lot 1, Walbeck Addition, located in the Northeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RG-20 to BN for the purpose of commercial development. Applicant: Amigo's Market LLC, Pastor Rivera. General Location: West Chandler Road and South 28th Street. Case #: Z-2009-14.

SYNOPSIS/BACKGROUND:

Pastor Rivera, on behalf of Amigo's Market LLC, has requested a rezoning on the property at 7616 S. 28th Street from RG-20 to BN for the purpose of a commercial development. The intent of the BN district is to provide for limited commercial uses serving the common and frequent needs of the residents of the immediate vicinity. Mr. Rivera's proposal consists of a 2,400 square foot building for a convenience store. The convenience store will need to meet the city's design standards and parking and landscape requirements. The property has remained vacant since the demolition of a thirteen (13) unit apartment building in October 2014.

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. B. Robbins

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Amigo's Market, LLC

Case #: Z-2009-14

CITY COUNCIL HEARING DATE: December 15, 2020

REQUEST: to rezone Lot 1, Walbeck Addition from RG-20 to BN for the purpose of a convenience store.

On November 19, 2020, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL of a request to rezone Lot 1, Walbeck Addition from RG-20 to BN for the purpose of a convenience store. **APPROVAL** based upon conformance with the zoning ordinance and lack of perceived negative impact to the surrounding area with an amendment to the Future Land Use Map of the Comprehensive Plan for this property; with a suggestion to consider a traffic study as well as reduced speed limits, a traffic signal or a traffic calming device along West Chandler Road.

VOTE:

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

Planning Commission Hearing (s) was held on: November 19, 2020

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: Z-2009-14

FOR HEARING OF:

REPORT #1: November 19, 2020

REPORT #2: December 15, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Amigo's Market LLC
Pastor Rivera
3810 Groves Road
Bellevue, NE 68147

B. PROPERTY OWNER:

Amigo's Market LLC
3810 Groves Road
Bellevue, NE 68147

C. LOCATION:

West Chandler Road and South 28th Street

D. LEGAL DESCRIPTION:

Lot 1, Walbeck Addition, located in the Northeast $\frac{1}{4}$ of Section 16, T14N, R13E of the 6th P.M. Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Rezone Lot 1, Walbeck Addition, from RG-20 to BN for the purpose of a commercial development.

F. EXISTING ZONING AND LAND USE:

RG-20, General Residential, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to rezone the property to allow for the construction of a convenience store without fuel sales.

H. SIZE OF SITE:

The site is approximately 0.64 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

This site is currently vacant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single-family residential/RS-72
- 2. **East:** Single-family residential (across S 28th St)/RS-72
- 3. **South:** Single-family residential (across Chandler Rd)/RS-72
- 4. **West:** Single-family residential/RG-20

C. RELEVANT CASE HISTORY:

On November 19, 2020, the Planning Commission recommended approval of a request to rezone Lot 1, Walbeck Addition from RG-20 to BN for the purpose of a commercial development, as well as an amendment to the Future Land Use Map of the Comprehensive Plan for this property.

D. APPLICABLE ZONING REGULATIONS:

- 1. Section 5.20, Zoning Ordinance, regarding BN uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data available for this location.
2. The property has access from South 28th Street as well as West Chandler Road.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Pastor Rivera, for Amigo's Market LLC, has submitted a request to rezone Lot 1, Walbeck Addition, from RG-20 to BN.
2. A thirteen (13) unit apartment building was previously located on this property. The Bellevue City Council determined, under Section 8-50 of the Bellevue City code, the building was a public nuisance and unsafe for human occupancy because of unsafe, unsanitary, and dangerous conditions. On April 14, 2014, Resolution No. 2014-10 was adopted, and the owner was ordered to demolish the structure, but he failed to complete the demolition. Subsequently the city pulled a permit for demolition August 2014 and completed the demolition October 2014. The property has since remained vacant.
3. The intent of the BN district is to provide for limited commercial uses serving the common and frequent needs of the residents of the immediate vicinity.
4. Although site plan approval is not required with this request, the applicant has provided a conceptual site plan. The convenience store proposal consists of a 2,400 square foot building, with room for future expansion. Fuel sales are not allowed in the requested BN zoning district.
5. Per Section 8.11, Zoning Ordinance, the convenience store will need to meet the city's design standards. The applicant will also be required to meet the city's parking and landscaping requirements.

Under the requested zoning designation, all approvals would be done through the building permit process.

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

No comments were received on this case.

9. The Future Land Use Map of the Comprehensive Plan shows this property as multi-family residential, based on its current zoning and past use. If the City Council desires to recommend approval of this rezoning request, staff recommends the approval also include a motion to amend the Future Land Use Map of the Comprehensive Plan as well.

10. The West Chandler Road corridor in this area is presently a mix of commercial, industrial, and residential uses. The BN zoning district is the city's most restrictive commercial zoning district, which allows for limited uses to serve the residents of the immediate neighborhood.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the zoning ordinance and lack of perceived negative impact to the surrounding area with an amendment to the Future Land Use Map of the Comprehensive Plan for this property.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the zoning ordinance, and lack of perceived negative impact to the surrounding area with an amendment to the Future Land Use Map of the Comprehensive Plan for this property; with a suggestion to consider a traffic study as well as reduced speed limits, a traffic signal, or a traffic calming device along West Chandler Road.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Site Plan received October 7, 2020

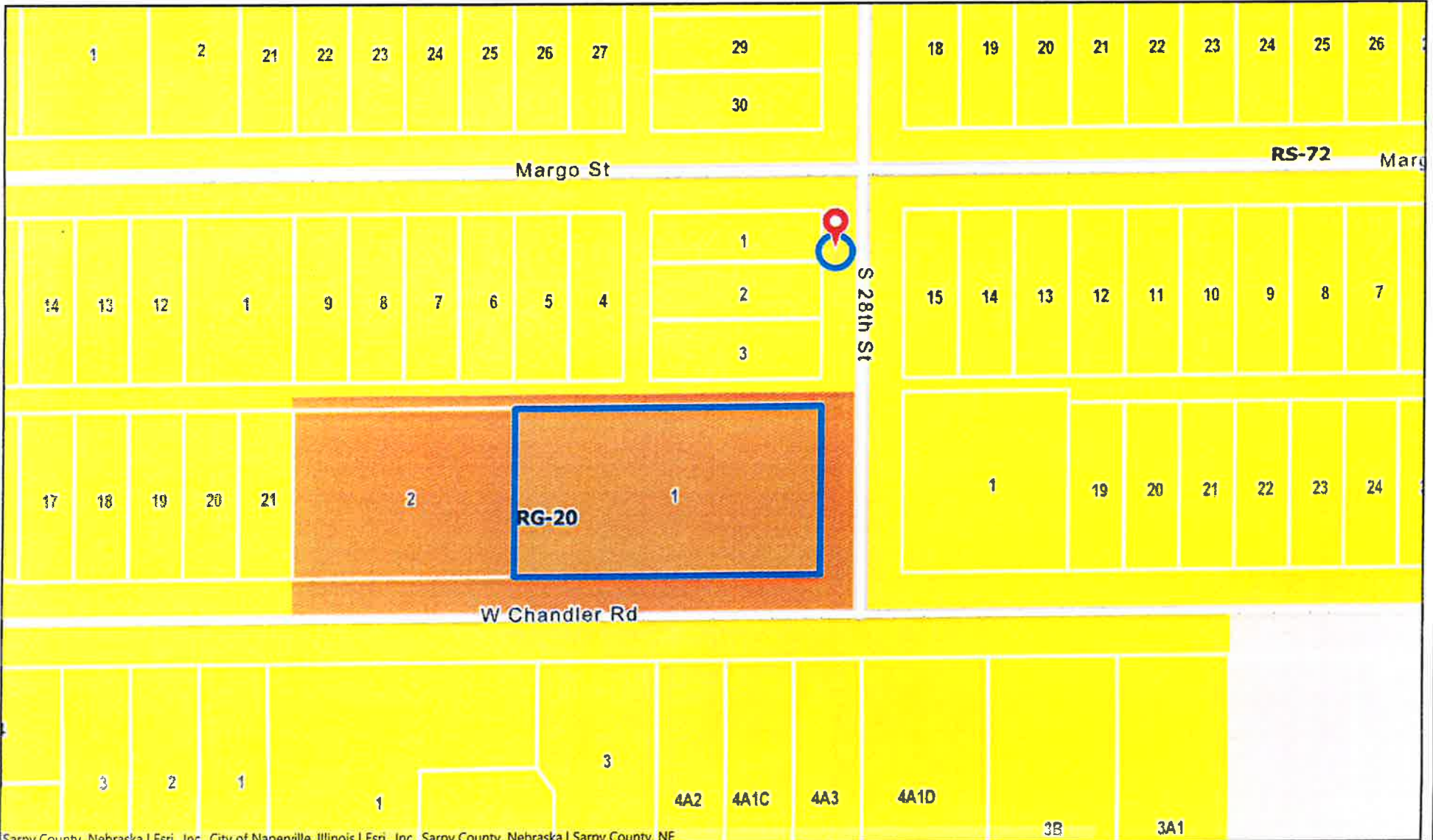
4. Zoning justification letter from applicant received October 15, 2020
5. Memo of approval from a phone call with Rodney Ripley received November 12, 2020.
6. Letter from Betty Fortenbury received November 18, 2020
7. Email from Daniel Dougherty received November 18, 2020
8. Email from Olga, Ronald and Krista Cermak received November 19, 2020
9. Email from Mary Kelly and Al Marcault received November 19, 2020
10. Email from Jack and Donna Main received November 19, 2020
11. Email from Suzan Deyi received November 19, 2020
12. Email from Jamie G received November 20, 2020
13. Email from Charlene Stender received November 20, 2020
14. Email from Peggy Helms received November 22, 2020

VII. COPIES OF REPORT TO:

1. Pastor Rivera, Amigo's Market LLC
2. Dennis Duer, Professional Associates Ltd.
3. Public Upon Request


Assistant Planning Manager 11/23/20
Date


Planning Manager 11/23/20
Date



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



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Notes





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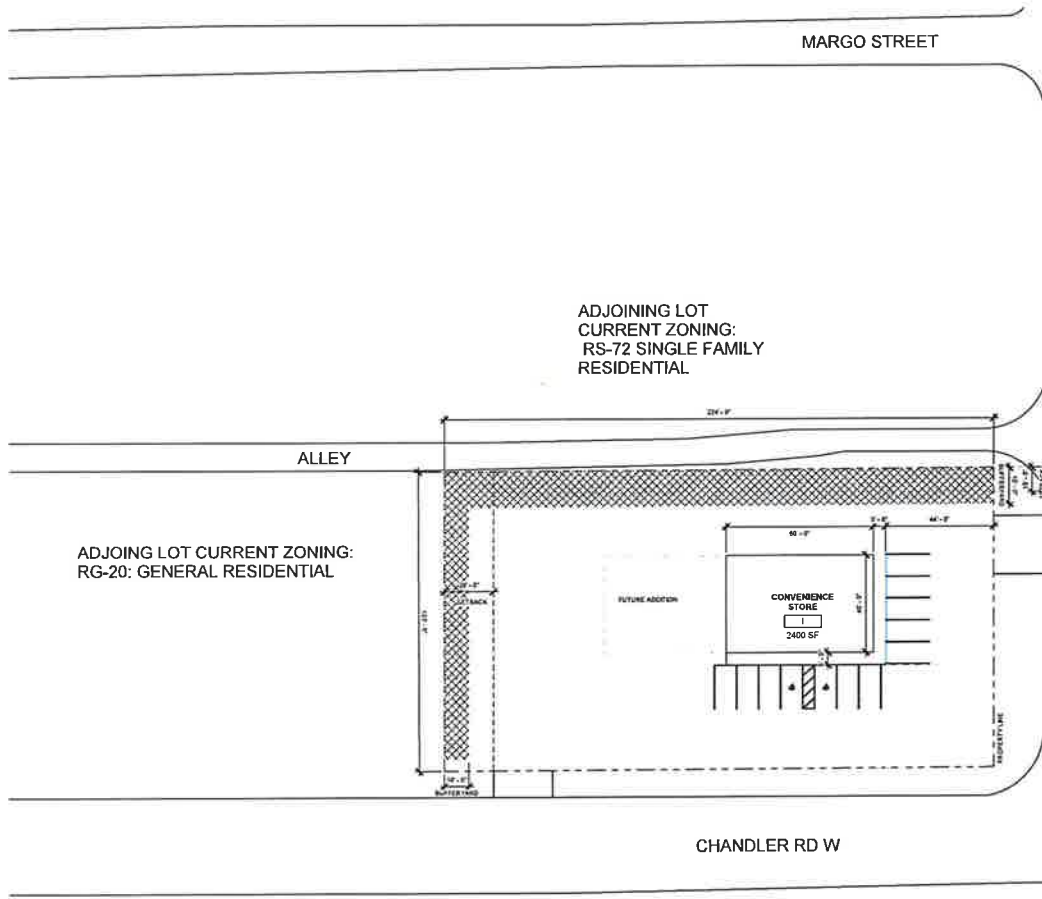
Map Scale 1: 796

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Notes





AMIGO'S MARKET LLC.
7616 S 28 ST,
BELLEVUE, NE 68147

SUBDIVISION NAME: WALBECK ADDITION (10261)
GENERAL LOCATION: W CHANDLER RD & S. 28 ST.
ASSESSOR'S PARCEL NUMBER: 011136316
LEGAL DESCRIPTION: LOT 1 WALBECK ADDITION

CURRENT ZONING:
RG-20: GENERAL RESIDENTIAL
CHANGE TO
BN: NEIGHBORHOOD BUSINESS DISTRICT (BN)

NOTE:
SITE, SETBACKS, PARKING
AND BUFFERYARDS ANALYSIS
ARE BASED ON BN-
NEIGHBORHOOD BUSINESS
DISTRICT ZONING

COPYRIGHT:
Professional Associates Ltd. 2020
CONVENIENCE STORE
AMIGO'S MARKET LLC
7616 S 28 ST
BELLEVUE, NE 68147

1 SITE ANALYSIS
A1.00 SCALE 1" = 20'-0"

10/5/2020
REZONING
DRAWING

A1.00

RECEIVED
OCT 07 2020
PLANNING DEPT.

October 5, 2020

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

RECEIVED
OCT 15 2020
PLANNING DEPT.

Dear Sir or Madam:

Re: Justification for Zoning Change
at
7616 South 28th St.
Bellevue, NE 68147

We would like to change the zoning on the above property from RG-20 to BN-
Neighborhood Business Development.

We wish to construct and operate a Convenience Store at this site. The following are
details of operation:

1. The hours of operation for the store would be Tuesday to Saturday from 6:00
a.m. to 9:00 p.m. Sundays would be 7:00 a.m. to 4:00 p.m. and closed on
Mondays. Days and hours of operation may change based upon customer
demand.
2. Primary sells would consist of grocery's, vegetables, dairy products, dry goods,
canned goods, beverages, deli meat, hot food to go, etc.
3. It is anticipated that there will be six to eight employees.
4. The anticipated customers are expected to be residents living around the area.
5. No gasoline sales are intended.

We wish to cooperate with the City of Bellevue and its Planning Department to provide a
store which is good for the community.

Sincerely,



Pastor Rivera
Amigo's Market, LLC
3810 Groves Road
Bellevue, NE 68147
402-708-1107
Kenworth02@hotmail.com

November 12, 2020

Re: Rezoning request Z-2009-14

Applicant: Amigo's Market LLC / Pastor Rivera
7616 South 28th Street

On Thursday, November 12, 2020, the Bellevue Planning Department received a phone call from Rodney R. Ripley, owner of 2941, 2937, and 2933 Chandler Road regarding the rezoning request for Amigo's Market, 7616 South 28th Street. Mr. Ripley requested details of items the market would sell. After receiving the requested information Mr. Ripley stated he would be in favor of the market as it might prove to be beneficial to the neighborhood and surrounding area.

Mr. Ripley asked that his comments be shared and made a part of public record.

Dianna VanHorn

From: Tammi Palm
Sent: Wednesday, November 18, 2020 10:51 AM
To: Dianna VanHorn; Angela Curry
Subject: FW: Amigo's Market

FYI

Best regards,

Tammi Palm

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

RECEIVED
NOV 18 2020
PLANNING DEPT.

From: Betty Bailey <blbailey608@yahoo.com>
Sent: Wednesday, November 18, 2020 9:52 AM
To: Tammi Palm <Tammi.Palm@bellevue.net>
Subject: Amigo's Market

I just wanted to say that I'm totally against this. This is a residential area and a little market would "not" work. Chandler Road can be busy at times and this could cause more problems with traffic not to mention the hours of operation would interfere with the residential neighborhood. I say "No". I can assure you that many of my neighbors feel that same way.

If you have any questions, please feel free to contact me.

Betty Fortenbury
7717 South 30th St
Bellevue, NE 68147
402-213-1740

Daniel Dougherty
7613 S. 28th Street
Bellevue NE 68147
402-590-0439
heckler.45@hotmail.com

RE: Request to rezone Lot 1, Walbeck Addition, from RG-20 (General Residential-2,000 Square Foot Zone) to BN (Neighborhood Business District)

To Whom it May Concern:

I am opposed to the request to approve the proposed area to become a business district. This neighborhood has families with children, several older residents, and is moderately quiet. A business would greatly disrupt that. Traffic on both Chandler and 28th Street has been known to be unsafe already, adding additional traffic to this area is a disaster waiting to happen. The hill alone makes any turning traffic very dangerous; to cars, houses and pedestrians.

A business can also bring in rodents and insects which would invade neighboring homes. There will also be the danger of increased foot traffic causing concern for the safety of our neighborhood. Traffic, as well as parking, will most likely be an issue, leading to customers trespassing on private property. Also, what sort of advertising will be displayed and where? Will there be constant noise or sounds? What sort of lighting will they use? Will it be maintained? Will it be so bright that it interferes with the neighborhood? Is the value of my house going to go down?

There are already 4 convenience stores on Chandler within a 2 mile stretch and is unnecessary to add another one at the cost of safety and security to residents in this area. I bought this house knowing there were no commercial businesses that would be affecting my home. I would not have purchased this house if there had been commercial property in this lot. It is now zoned residential and should stay as such, maybe adding a new house or two. I feel if a business is added, all the residential properties will be devalued, and taxes will increase.

Thank you for your time, and feel free to contact me if you need further assistance.



DANIEL D. DOUGHERTY 11/18/20

Dianna VanHorn

From: Tammi Palm
Sent: Thursday, November 19, 2020 2:26 PM
To: Dianna VanHorn; Angela Curry
Subject: FW: Case# Z-2009-14

Best regards,

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

From: chandlerroad <chandlerroad@cox.net>
Sent: Thursday, November 19, 2020 2:25 PM
To: Tammi Palm <Tammi.Palm@bellevue.net>
Subject: Case# Z-2009-14

Re; Case# Z-2009-14
Applicant- Amigo Market LLC

We are writing to express our strong opposition to Case # Z-2009-14, the proposed rezoning of lot 1 Walbeck Addition from RG-20 to BN.

We, my mother-in-law, husband and I, live at 2803 Chandler Road W, in a home that was built by my father-in-law. This lot has been in this family for many years. My mother-in-law was born in the house next door. Our desire is to continue to keep this lot and home in this family. In a residential area, not business. Also the affect of this change in zoning could be detrimental to property values

There are currently convenient stores a few blocks away, either direction on 36th and Chandler and 26th and Chandler. Dollar General on 25th and Chandler and Casey's on 22nd and Chandler. We do not feel that another convenient store, of any kind, is necessary.

Chandler Road is already a busy street, traffic, pedestrians and children walking to and from school. There is a school bus stop at the end of our lot drive way right on Chandler Road. The increase in traffic could affect the safety of children at this stop. The lot in question is at the top off a hill and is often the scene of near miss accidents. Having additional traffic coming and going is a major area of concern.

We urge you to disapprove the proposed rezoning, from recent discussions with our neighbors, we know our opinions are shared by many who have not managed to attend the meeting or write letters and emails.

Thank you for your continued service and support of our communities.

Best regards,

Olga Cermak, Ronald Cermak & Krista Cermak
2803 Chandler Road West
Bellevue, Ne. 68147

Sent from my Galaxy

Dianna VanHorn

From: Tammi Palm
Sent: Thursday, November 19, 2020 1:52 PM
To: Dianna VanHorn; Angela Curry
Subject: FW: Planning Commission Meeting input

Best regards,

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

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

From: Mary Kelly <mkelly24@cox.net>
Sent: Thursday, November 19, 2020 1:37 PM
To: Tammi Palm <Tammi.Palm@bellevue.net>
Subject: Planning Commission Meeting input

Dear Ms. Palm,

As long-time residents of this area, my husband and I would like to contribute our thoughts to an issue on your agenda this evening. We understand that a request has been made to rezone the old school property at 28th and Chandler for the purpose of being a convenience store. Setting aside the fact that Chandler now has a total of four convenience stores between Fort Crook Rd. and 36th Street, we are very concerned about the potential safety issues that could arise from putting a convenience store on the corner.

As you may know, that intersection is at the top of a steep hill to the west. Traffic can be really fast in the morning as people race to the interstate entrance on Chandler. It's difficult as it is to make a left turn onto Chandler in the morning. We imagine that, with a convenience store at that location, people will be attempting to turn on and off of 28th for coffee and whatnot, complicating matters considerably. There are children walking to Chandler View Elementary as well. The new "curb-less" sidewalks are narrow. We've seen impatient drivers driving east in the evening actually drive along the sidewalks to pass cars waiting for clearance to turn left.

We really wish the city would consider a green space of some kind. A playground or soccer field would be wonderful. Otherwise, at a minimum, any rezoning of this kind should be contingent on the results of a thorough traffic study of the area. Safety issues would need to be addressed, possibly with a traffic light with a protected left turn arrow. We hope to find out how the Planning Commission intends to proceed.

Yours very truly,

Mary Kelly and Al Marcault
2813 Lillian St.
Bellevue NE 68147

Angela Curry

From: Tammi Palm
Sent: Thursday, November 19, 2020 8:44 PM
To: Dianna VanHorn; Angela Curry
Subject: FW: Store at 28th Chandler

Best regards,

Tammi Palm

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

From: jam68147@outlook.com <jam68147@outlook.com>
Sent: Thursday, November 19, 2020 6:35 PM
To: Tammi Palm <Tammi.Palm@bellevue.net>
Subject: Store at 28th Chandler

We are very opposed to having this type of store in our neighborhood.

It is too close to the school. Children will be walking past, cars coming and going will be very dangerous plus what kind of customers will be going in for the purpose of buying alcohol, cigarettes.

We vote NO

Please consider wisely.

Jack and Donna Main
2707 Margo st
68147
402-734-3554

Angela Curry

From: Tammi Palm
Sent: Thursday, November 19, 2020 8:48 PM
To: Angela Curry; Dianna VanHorn
Subject: FW: AMIGOS Market LLC

Best regards,

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

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

From: Suzan Deyi <suzandeyi@yahoo.com>
Sent: Thursday, November 19, 2020 8:41 PM
To: Tammi Palm <Tammi.Palm@bellevue.net>
Subject: AMIGOS Market LLC

Hello Tami,

I, Suzan Deyi, cast a NAY vote for the Amigos Market LLC that is being considered to be built near my home. There is already enough traffic that travels through Chandler Road, adding the Market will delay my travel time. My family moved to Bellevue due to the quiet rapport which will be taken away if the property is built.

I hereby cast my vote AGAINST the proposed property to be built near my house via email since I am not able to be there in person.

Thank You,

Suzan Deyi
2826 Margo St.
Bellevue, NE 68147

Dianna VanHorn

From: Tammi Palm
Sent: Friday, November 20, 2020 9:12 AM
To: Dianna VanHorn
Subject: FW: Case z-2019-14

Best regards,

Tammi Palm

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

From: jamie g <jlgiandinoto@gmail.com>
Sent: Friday, November 20, 2020 8:55 AM
To: Tammi Palm <Tammi.Palm@bellevue.net>
Subject: Case z-2019-14

To whom it may concern,

Hello this is in reference to #z-2019-14. I am a resident that will be impacted in this situation. I am writing to voice my concerns on this matter. I do not believe it is a good idea to build there. They are basically wanting to plant a mart right in a neighborhood. This is going to cause numerous traffic issues. It is only one lane each way it will be a disaster if someone is waiting to turn straight into the mart. As well as people walking to this market on chandler where there is no sidewalks is very dangerous. For example there is a convenient mart right up the street and people walk right on chandler and it is very unsafe. And people nearly getting hit trying to cross the street to the mart. People have been living in that neighborhood their whole life and if their taxes go up they will be forced to move for a convenient mart that isn't even needed in this area. Besides the fact it is not needed in this area there is a mart right down the road. Those marts up the road have been there for years and its just dilapidated eyesores and have changed hands may of times to think one up the street would be any different is just wrong. It will cause problems and then go out of business. PLEASE just save everyone the trouble and do not let them build.

Thank you for your time.

RECEIVED
NOV 20 2020
PLANNING DEPT.

Tammi Palm

From: Charlene Stender <cstender49@msn.com>
Sent: Friday, November 20, 2020 12:44 PM
To: Tammi Palm
Subject: 28th & Chandler

I am against the planned developments near 28th & Chandler Rd, West. Chandler Road has seen so much increased traffic and development in the past few years, and this will make the road even more dangerous.

Charlene Stender
2512 Chandler Road, West
Bellevue, NE 68147

RECEIVED
NOV 20 2020
PLANNING DEPT.

Tammi Palm

From: RILEY HELMS <rhelms4@cox.net>
Sent: Saturday, November 21, 2020 11:21 AM
To: Tammi Palm
Subject: Quick Mart at 28th and Chandler

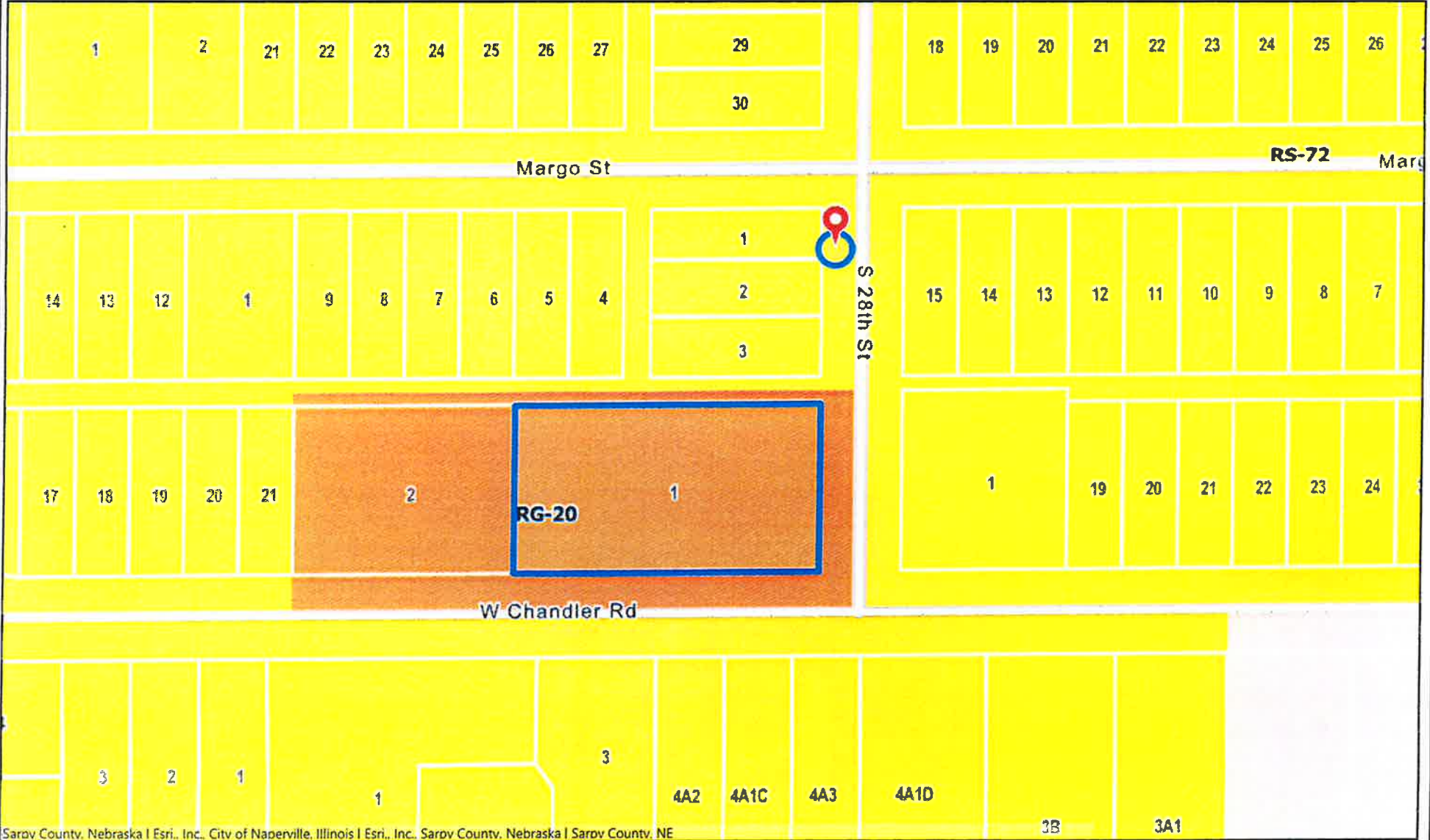
Not that it will do any good but I want to express a NO,NO,NO opinion on the business proposed to be built at 28th and Chandler. When is the Bellevue planning and City Council going to start giving a crap about the "Neighborhoods" in these low middle income areas. Chandler Road has enough damn storage facilities and "quick marts" right now! You've got Quick trip gas station at Fort Crook, Then Casey's, then dina mart, and another gas station and quick mart at 36th & chandler. The crime in this general region seems to be increasing with car thefts or car break ins, vandals, not to mention people driving with no damn insurance and then get into an accident.

When will you stop? Because I know you will not listen to the people that live in the area. Oh, you'll listen and then go ahead and allow the further decline of the area by allowing this kind of business.

Thanks for nothing, as you did with Milt's Storage expansion 2 years ago!

Peggy Helms

RECEIVED
NOV 22 2020
PLANNING DEPT.



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Notes





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Map Scale 1: 796

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Notes





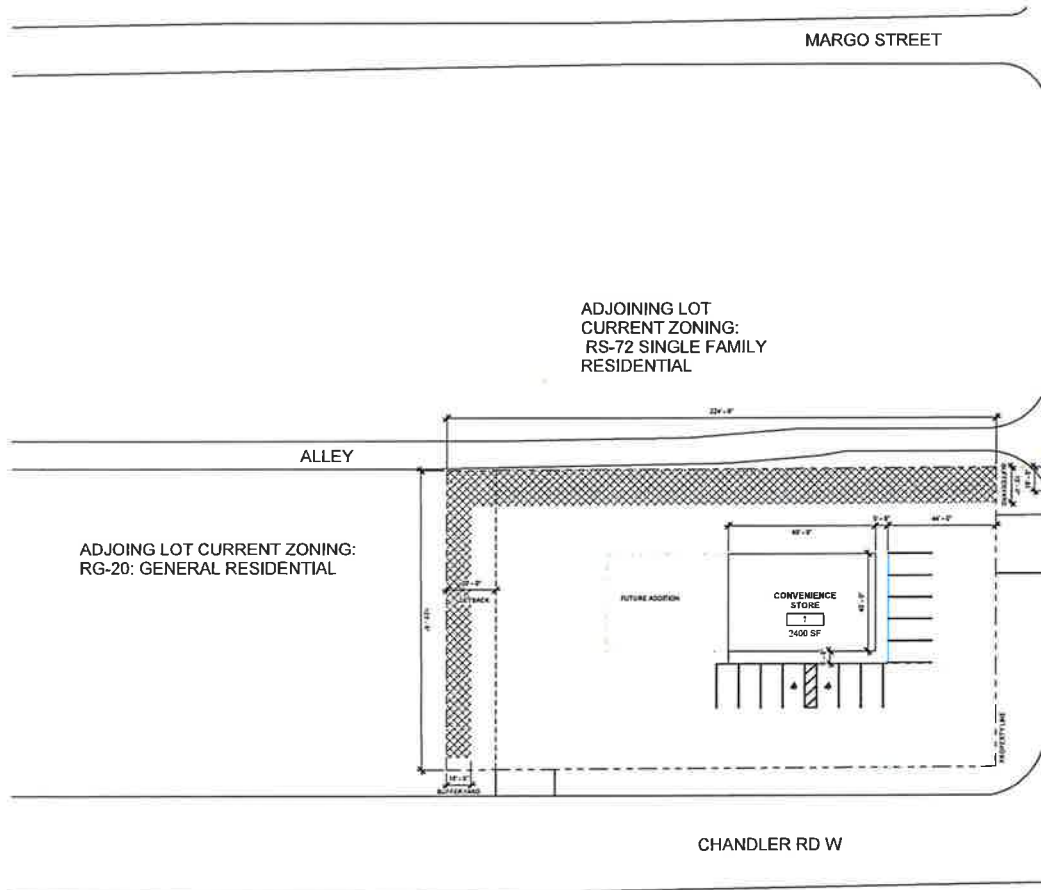
Architects Planners
Interior Architects

AMIGO'S MARKET LLC.
7616 S 28 ST,
BELLEVUE, NE 68147

SUBDIVISION NAME: WALBECK ADDITION (10261)
GENERAL LOCATION: W CHANDLER RD & S. 28 ST.
ASSESSOR'S PARCEL NUMBER: 011136316
LEGAL DESCRIPTION: LOT 1 WALBECK ADDITION

CURRENT ZONING:
RG-20: GENERAL RESIDENTIAL
CHANGE TO
BN: NEIGHBORHOOD BUSINESS DISTRICT (BN)

NOTE:
SITE, SETBACKS, PARKING
AND BUFFERYARDS ANALYSIS
ARE BASED ON BN-
NEIGHBORHOOD BUSINESS
DISTRICT ZONING



ADJOINING LOT
CURRENT ZONING:
RS-72 SINGLE FAMILY
RESIDENTIAL

ADJOINING LOT CURRENT ZONING:
RG-20: GENERAL RESIDENTIAL

RECEIVED
 OCT 07 2020
 PLANNING DEPT.

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Professional Associates Ltd. 2020

CONVENIENCE STORE
AMIGO'S MARKET
LLC
 7616 S 28 ST
 BELLEVUE, NE 68147

1 SITE ANALYSIS
 A1.00 SCALE 1" = 20'-0"

10/5/2020
 REZONING
 DRAWING

A1.00

ORDINANCE NO. 4021

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 7616 SOUTH 28TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Walbeck Addition, located in the Northeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RG-20 (General Residential District – 2,000 Square Foot Zone) to BN (Neighborhood Business District).

(Amigo’s Market, LLC)

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 12/01/2020
Second Reading: 12/15/2020
Third Reading: _____

Susan Kluthe

From: RILEY HELMS <rhelms4@cox.net>
Sent: Tuesday, December 8, 2020 9:02 AM
To: Susan Kluthe
Subject: Fwd: Quick Mart at 28th and Chandler

RECEIVED
DEC 08 2020
CITY CLERK

In addition to my email below, which I want to make sure gets read and counted by the planning and city council, I want to say there is also an El Cabana right across the street from the Dinah Mart. I don't know what kind of business it is, but it is another business that seems to have plenty of cars parked there most of the time. What is it? What is the product they are selling?

Do not approve rezoning of the lot on 28th and Chandler to allow an Amigo Mart there which will sell alcohol and be another magnet for potential crime and possible hangout.

Come on, Bellevue. Do not approve for rezoning. Think about the NEIGHBORHOOD for a change!! Someone is building a house right next to this lot. If you leave it as residential someone will possibly build another home there.

Regards,

Peggy Helms

Previously fought against the rezoning of lot behind our house for Milt's Storage expansion and our neighborhood lost that battle.

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

From: RILEY HELMS <rhelms4@cox.net>
To: Tammi.palm@bellevue.net
Date: November 21, 2020 at 12:20 PM
Subject: Quick Mart at 28th and Chandler

Not that it will do any good but I want to express a NO,NO,NO opinion on the business proposed to be built at 28th and Chandler. When is the Bellevue planning and City Council going to start giving a crap about the "Neighborhoods" in these low middle income areas. Chandler Road has enough damn storage facilities and "quick marts" right now! You've got Quick trip gas station at Fort Crook, Then Casey's, then dina mart, and another gas station and quick mart at 36th & chandler. The crime in this general region seems to be increasing with car thefts or car break ins, vandals, not to mention people driving with no damn insurance and then get into an accident.

When will you stop? Because I know you will not listen to the people that live in the area. Oh, you'll listen and then go ahead and allow the further decline of the area by allowing this kind of business.

Thanks for nothing, as you did with Milt's Storage expansion 2 years ago!

Peggy Helms

Susan Kluthe

From: Betty Bailey <blbailey608@yahoo.com>
Sent: Tuesday, December 8, 2020 6:06 PM
To: Susan Kluthe
Subject: Amigo's Market - 28th & Chandler

RECEIVED
DEC 09 2020
CITY CLERK

I wanted to express our thoughts on allowing this to move forward... It would be a DISASTER. This is residential neighborhood and we don't need a Mexican Market in the middle of it... Chandler Road already has more traffic than it can handle and allowing more traffic would be dangerous. Children wait for buses on Chandler. We don't need a market in our neighborhood. I can assure you that everyone in this area is not in favor of this.. Some of my neighbors are up in age and may not be able to respond to this, but after living in this area for over 45 years next to the same neighbors I can assure you they do not want this to happen.

Please don't allow this to happen.. Would you want to put a Market in your own neighborhood ?

Thank you in advance,

Betty & John Fortenbury
7717 South 30th St
Bellevue, NE 68147
402-213-1740

Susan Kluthe

From: Ila Thompson <ila3dogday61@gmail.com>
Sent: Monday, December 14, 2020 2:51 PM
To: Susan Kluthe
Subject: Rezoning Z-2009-14

Dear city council....i am adamantly against the moving this residential QUIET NEIGHBORHOOD property into big city problematic commercial property! AND all the traffic and people who don't live here to generate upon our children, homes, and streets to create just another south Omaha type living. Also undesirable characters, loud and fast dangerous traffic, more potholes, more road rage, more danger to its children and people! That's not my idea of a good neighborhood to live in. There is questionable behavior on said proprietor Paster Rivera and Dinah mart operator Neil Armanti who is the proposed owner and operator of AMIGOS MARKET LLC. Please I beseech you do not pass this proposal. There is certain incidents that have already came to my attention that this will be one of the worse decisions for our great city. Sincerely, Ila F. Thompson at 2808 Childs Rd W, Bellevue, NE 68147

12b.
12/15/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/15/2020	SUBMITTED BY: Tammi Palm	Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Approval of a request to rezone Lot 2, Wolf Creek Replat 4 Addition, from BGH to RG-8-PS. Applicant: Wolf Creek Apartments II, LLC. General Location: 10904 South 15th Street. Case #: Z-2010-15.

SYNOPSIS/BACKGROUND:

Scott Brown, on behalf of Wolf Creek Apartments II, LLC is requesting a change in zone for Lot 2, Wolf Creek Replat 4 Addition from BGH to RG-8-PS for the purpose of construction of a 110 unit multi-family residential development with site plan approval.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. ...
[Signature]
[Signature]

December 3, 2020

To Whom It May Concern:

I was made aware of a request to add more apartments near Wal-Mart off of Cornhusker Road. I am a resident of Willow Springs and this request is quite concerning. For the past few years we have battled traffic issues through our neighborhood for a number of reasons. While the addition of new apartments is not the only cause this would certainly not help our current situation.

Currently, traffic on Cornhusker Road is quite heavy especially during peak hours. This causes many to use Willow Springs as a cut through to avoid traffic on Cornhusker. By approving additional apartments in this area you would only be adding more traffic to this area without sufficient roadwork to support such traffic.

Traffic in this area has been a concern for a number of years, and this is something my neighbors and I have discussed with our city council representatives. At times, our street is so busy it is not safe for our children to play in the front yard. Our bus stop is a constant safety concern, and I would hate to see this escalate. I understand there is a possibility of new roadwork in the area to alleviate some of these traffic concerns. However, until this is complete I find it troublesome and dangerous to continue adding more traffic to the area.

As you consider this request, I ask that you take the time to observe current conditions first. Travel Cornhusker Road and our streets during peak traffic times. Speak with local law enforcement as there is numerous traffic violations within our neighborhood on a regular basis. Also consider if this is best for all residents in our community. Does this support our city's values to create safe communities?

Please feel free to contact me with any questions or concerns. If you do take the time to observe traffic conditions in our neighborhood, please reach out. I would love to participate and hear your thoughts. I would also like to extend my gratitude to Bob Stinson who has already taken the time to do this with myself and neighbors.

Thank you for your time and consideration. I appreciate the work you do to move our city forward!

Best regards,

Daniel and Rena Sharp
402-380-3797
Rena.sharp@outlook.com
2405 Lewis and Clark Rd.

RECEIVED

DEC 08 2020

CITY CLERK

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Wolf Creek Apartments II, LLC

Case #: Z-2010-15

CITY COUNCIL HEARING DATE: December 15, 2020

REQUEST: to rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS for the purpose of multi-family residential development, with site plan approval.

On November 19, 2020, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL of a request to rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS for the purpose of multi-family residential development, with site plan approval. **APPROVAL** based upon compatibility with the surrounding neighborhood and lack of perceived negative impact.

VOTE:

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

Planning Commission Hearing (s) was held on: November 19, 2020

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2010-15

FOR HEARING OF:

REPORT #1: November 19, 2020

REPORT #2: December 15, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Wolf Creek Apartments II, LLC
Scott Brown
1925 North 120th Street
Omaha, NE 68154

B. PROPERTY OWNER:

Hogan Wolf Creek South, LLC
c/o: Jim Buser
10250 Regency Circle, Suite 300
Omaha, NE 68114

C. GENERAL LOCATION:

10904 South 15th Street

D. LEGAL DESCRIPTION:

Lot 2, Wolf Creek Replat 4, located in the Southeast $\frac{1}{4}$ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS with site plan approval.

F. EXISTING ZONING AND LAND USE:

BGH, 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 110 unit multi-family residential development.

H. SIZE OF SITE:

The site is approximately 3.95 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:** Vacant/Commercial, BGH
2. **East:** Vacant/MH
3. **South:** Vacant/MH
4. **West:** Highway 75 right-of-way

C. REVELANT CASE HISTORY:

On November 19, 2020 the Planning Commission recommended approval of a request to rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS.

D. APPLICABLE REGULATIONS:

1. Section 5.15, Zoning Ordinance, regarding RG-8 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding Planned Subdivision District.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data available for this location.
2. The property has access from one point along South 15th Street.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Scott Brown, on behalf of Wolf Creek Apartments II, LLC has submitted a request for a rezoning for Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS for the purpose of a multi-family residential development.
2. In conjunction with the change of zone, the applicant is also requesting site plan approval for the apartment buildings.
3. The RG-8 zoning district is intended to permit very high-density development, multi-story apartment development and other uses that are typical and compatible in the operation of apartment houses.
4. The proposal consists of 110 units in one building. The building is a mix of studio, one-, two-, and three-bedroom units. Additionally, three detached garaged structures are proposed.
5. The site plan shows 188 surface parking stalls for the development, in addition to 32 garage spaces, for a total of 220 parking spaces. The ordinance requires a minimum of 220 parking stalls.
6. The applicant is proposing a clubhouse within the proposed building with a private fitness center, leasing office, and common area space for the residents. Additionally, the residents will have access to a fenced in dog park, as well as the convenience of the surrounding Wolf Creek commercial area.
7. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.
8. The proposed buildings will need to meet the requirements of Section 8.11, Zoning Ordinance, in regards to design standards. Compliance for this will be reviewed at such time a building permit is submitted.
9. A traffic study was required by staff and submitted with this application. This study has been reviewed by the Public Works Department. Based on this study,

staff does not believe the proposed development will have a negative impact on the traffic conditions in the area.

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

Matt Knight, Public Works Engineer, requested technical revisions to the site plan and preliminary grading and utility plans. These comments have since been satisfied by the applicant's engineer.

Chief Building Official Mike Christensen had a general comment pertaining to his concern for added traffic in the area.

No other comments were received on this case.

11. Based on its current zoning, the Future Land Use Map of the Comprehensive Plan shows this area as commercial. A recommendation of approval should also include a recommendation to update the Future Land Use Map for this area to multi-family residential.

12. The applicant presently has an apartment development nearing the end of construction to the north of this site. This complex is named Latitude 41. The Latitude 41 property was also zoned commercial prior to the City Council rezoning it for the multi family residential use in 2018.

13. Based on the previous decision of the City Council to rezone commercial property to multi family residential in this area, as well as the existing conditions, staff believes this request is appropriate given the current uses in the area.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon compatibility with the surrounding neighborhood and lack of perceived negative impact.

V. PLANNING COMMISSION RECOMMENDATION


APPROVAL based upon compatibility with the surrounding neighborhood and lack of perceived negative impact.

VI. ATTACHMENTS TO REPORT

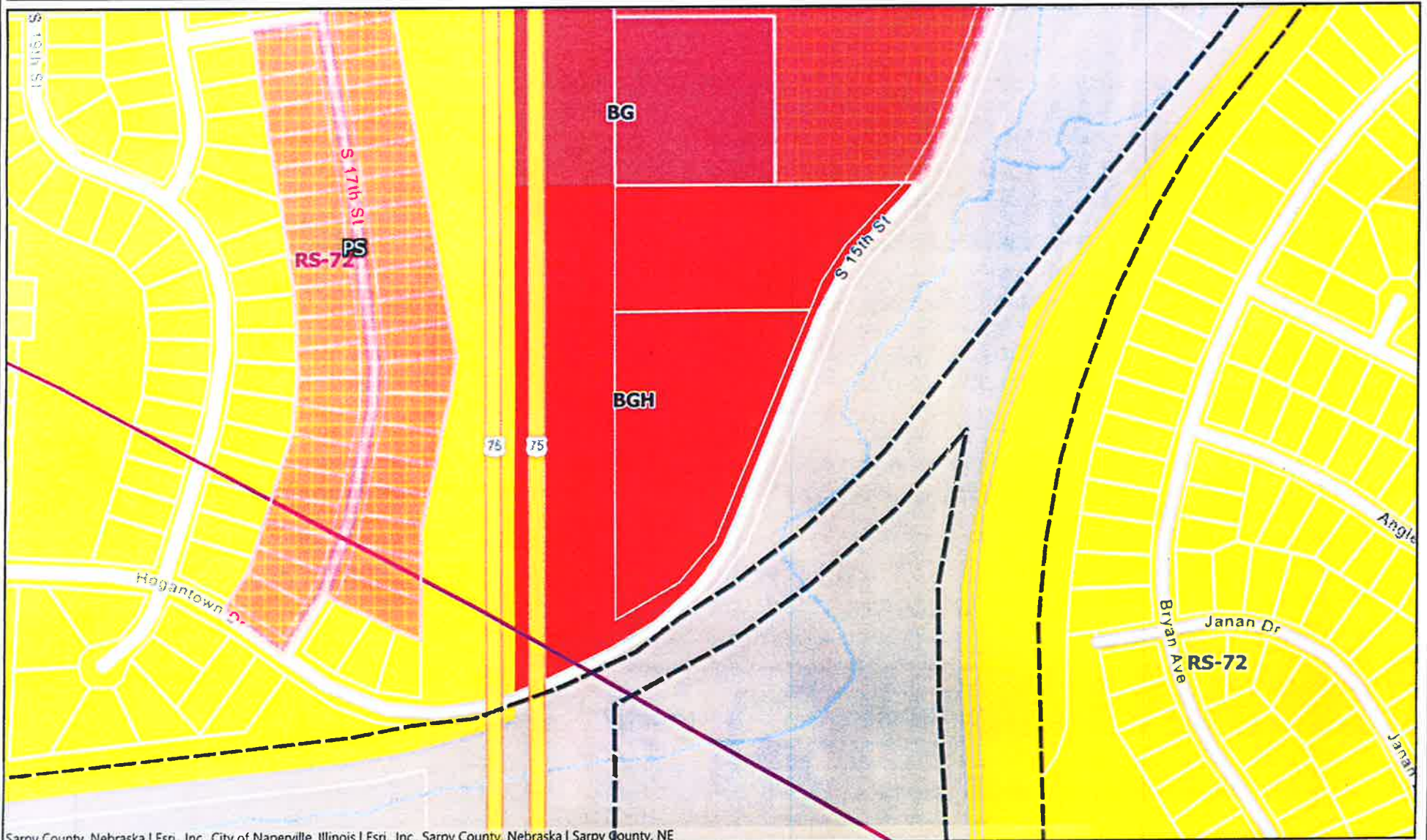
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Site plan received November 5, 2020
4. Landscape plan received November 5, 2020
5. Justification letter received October 16, 2020 from Scott Brown.

VII. COPIES OF REPORT TO:

1. Wolf Creek Apartments II, LLC
2. Hogan Wolf Creek South, LLC
3. Thompson, Dreesen & Dorner, Inc.
4. Public Upon Request


Assistant Planning Manager


Planning Manager Date of Report



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



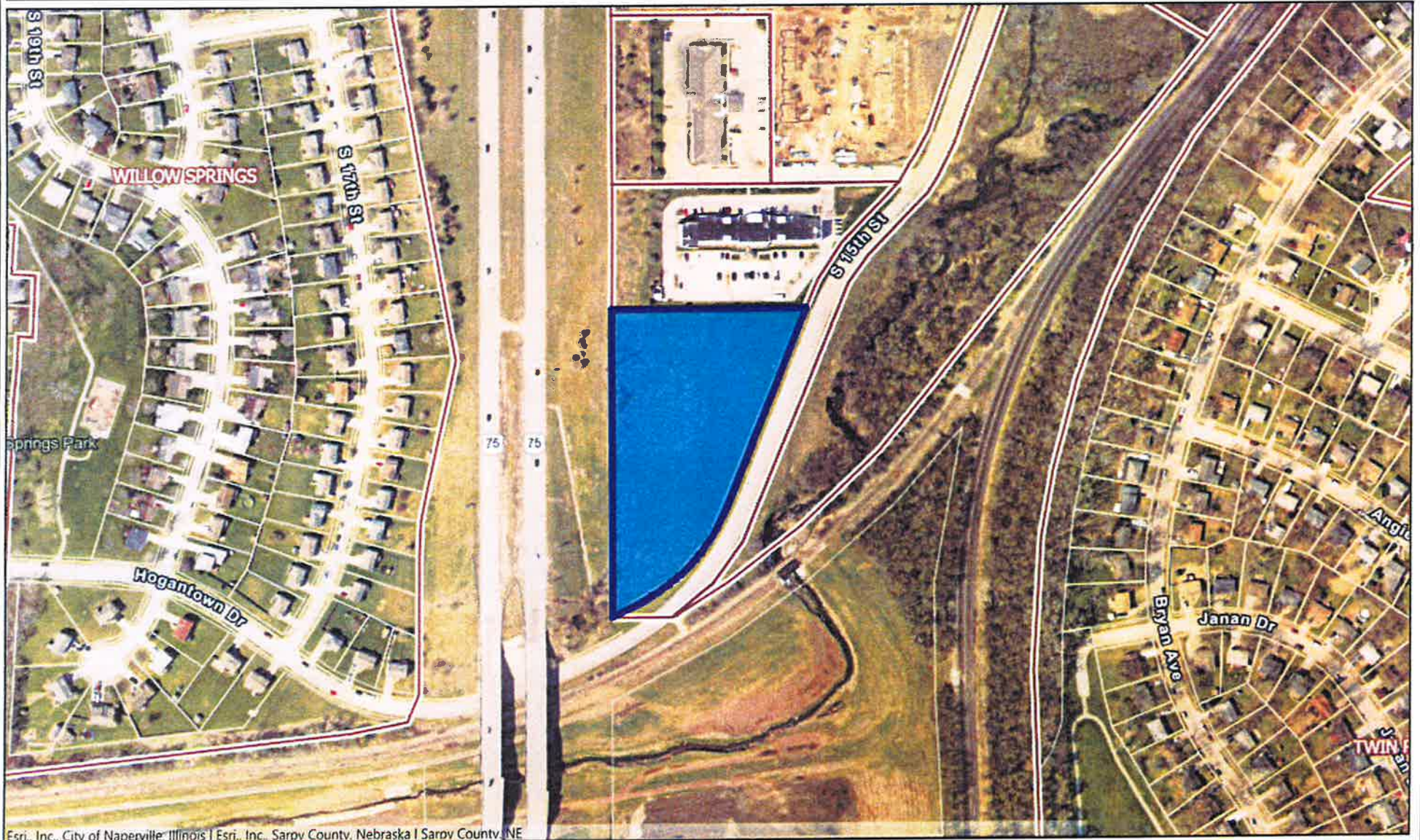
Map Scale 1: 4514

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Notes





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Map Scale 1: 4514

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Notes



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OCT 16 2020



PLANNING DEPT.

Ms. Tammi Palm
Bellevue Planning Director
1510 Wall Street
Bellevue, NE 68005

RECEIVED

Re: Rezoning Request Lot 2, Wolf Creek Replat 4

PLANNING DEPT.

Dear Tammi:

This letter serves as a supplement to the application to rezone the approximate 3.95 +/- acre property legally described as Lot 2, Wolf Creek Replat 4, located in the Wolf Creek subdivision in Bellevue, Nebraska (the "Property") from its existing BGH zoning to RG-8-PS. The Property is currently surrounded by a hotel and apartment building to the north, railroad tracks to the east and south, and Kennedy Freeway to the west. The rezoning of the Property is necessary to accomplish several key benefits for the City of Bellevue.

The applicant is proposing to develop a single four (4) story multi-family building that will contain a clubhouse common area. The applicant is also the co-developer of Latitude 41, an apartment community located to the north of the Property that will be fully built by the end of this year.

1. Lack of Marketability for the Land

The Property has been in a finished developed condition for over 20 years and yet the owner has had very little interest from any commercial users for the land. In today's market, retail is currently struggling from the trend towards online purchasing and dealing with the negative effects of COVID 19. As far as an office use, companies are currently re-evaluating their office space needs finding out during this COVID 19 period that they were able to have normal operations with remote employees while their office was either vacant or operated with skeleton crews. Accordingly, we will be seeing more vacant office space on the market which will deter the office demand for new construction. Hotels on the Property are also not a viable use either as there are already two (2) hotels to the north that are struggling in this environment as corporate travel has halted and it will take some time before hotels recover to the levels they were before COVID 19. Consequently, this land is not marketable to any commercial users.

2. Multi-family housing needed in Mixed Use areas

The applicant has learned from Latitude 41 that there is a need for more multi-family units to serve the community, especially Bellevue University and Offutt Air Force Base. Shopping centers today are being developed with multi-family communities either near or part of the shopping center to support the retailers. These types of mixed used developments are commonplace in the Douglas and Sarpy county marketplaces. In our case, the Bellevue retailers located at 15th & Cornhusker would benefit from the proposed 110 multi-family units due to its close proximity to the multi-family dwellings and the residents

5. Assessed Valuation

The land is valued at \$773,383 and with the applicant's proposed Project, the land and building will have an assessed valuation to over \$6,000,000 which is more than 775% increase in the property valuation.

We are sincerely looking forward to working with the City of Bellevue on the development of the Property. We see this project as mutually beneficial for all parties involved and the current and future residents of the City of Bellevue. Should you or anyone else require or desire any additional information, please do not hesitate to contact me at your convenience.

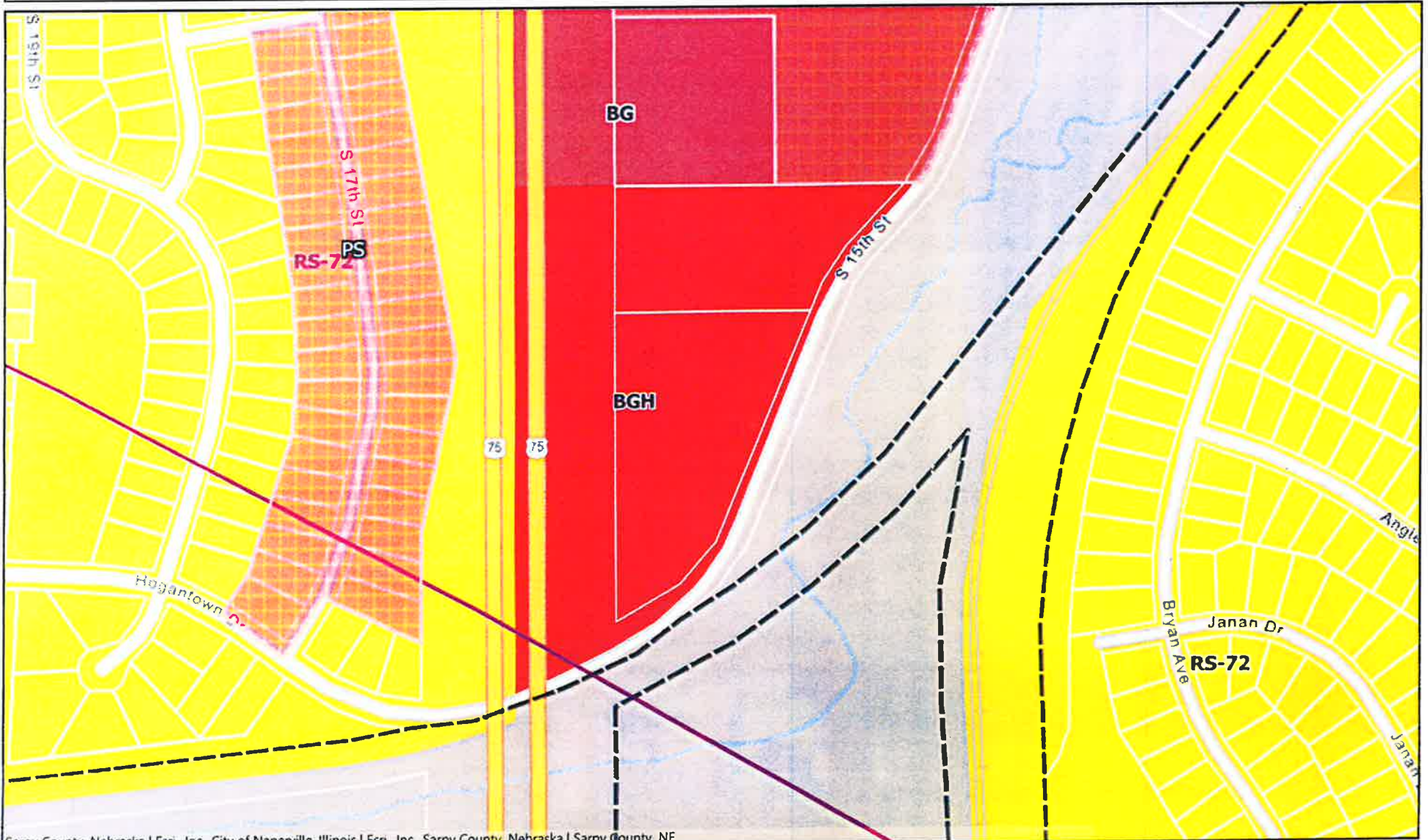
Yours truly,



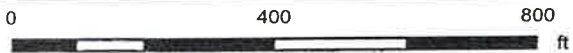
Scott Brown

C: Mr. Jim Buser
Mr. Terry Hogan

RECEIVED
OCT 16 2020
PLANNING DEPT.



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



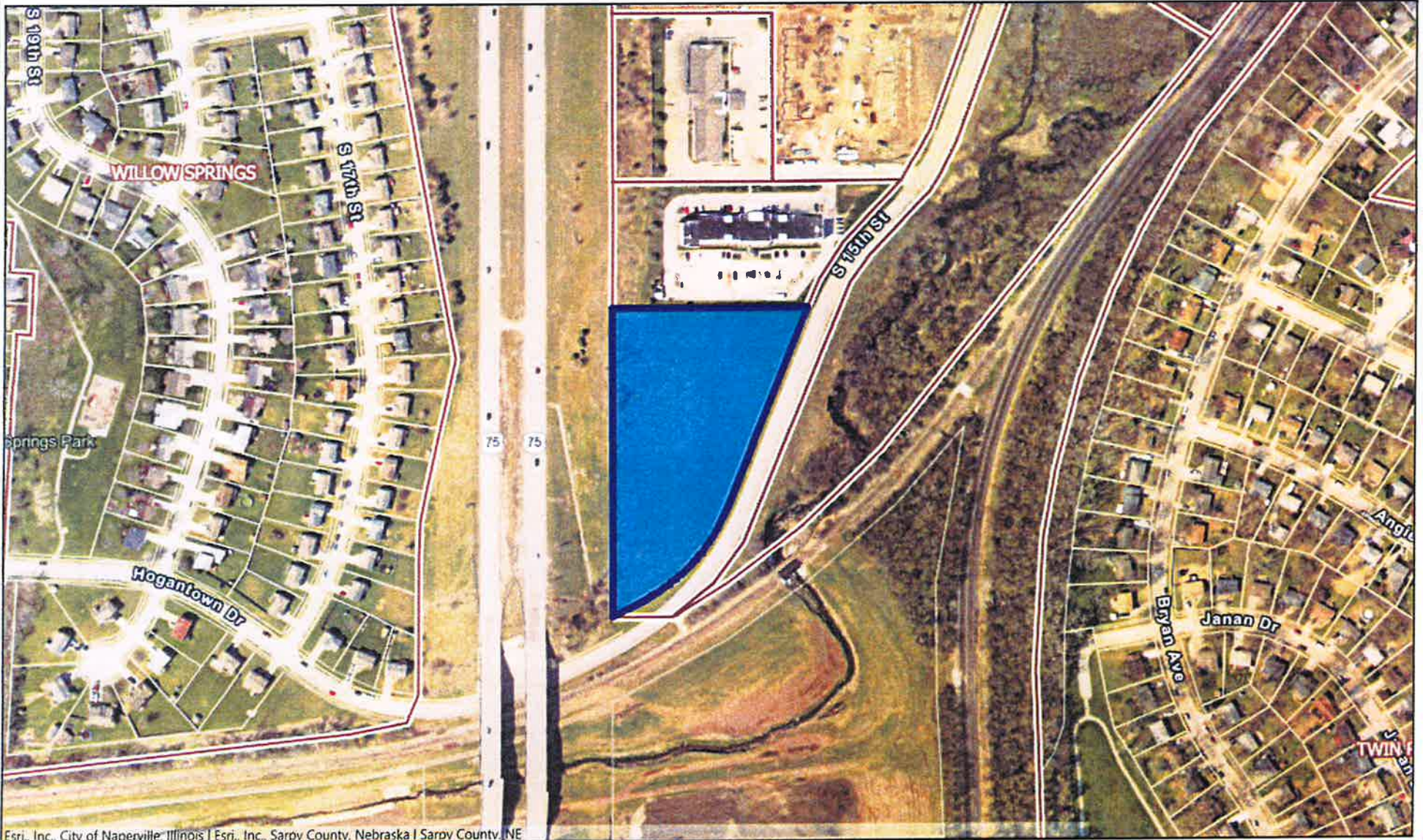
Map Scale 1: 4514

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Notes





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Map Scale 1: 4514

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Notes



ORDINANCE NO. 4022

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 10904 SOUTH 15TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 2, Wolf Creek Replat 4, located in the Southeast ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From BGH (Heavy General Business District) to RG-8-PS (General Residential District – 2,000 Square Foot Zone – Planned Subdivision District).

(Wolf Creek Apartments II, LLC)

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 12/01/2020
Second Reading: 12/15/2020
Third Reading: _____

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PLANNING

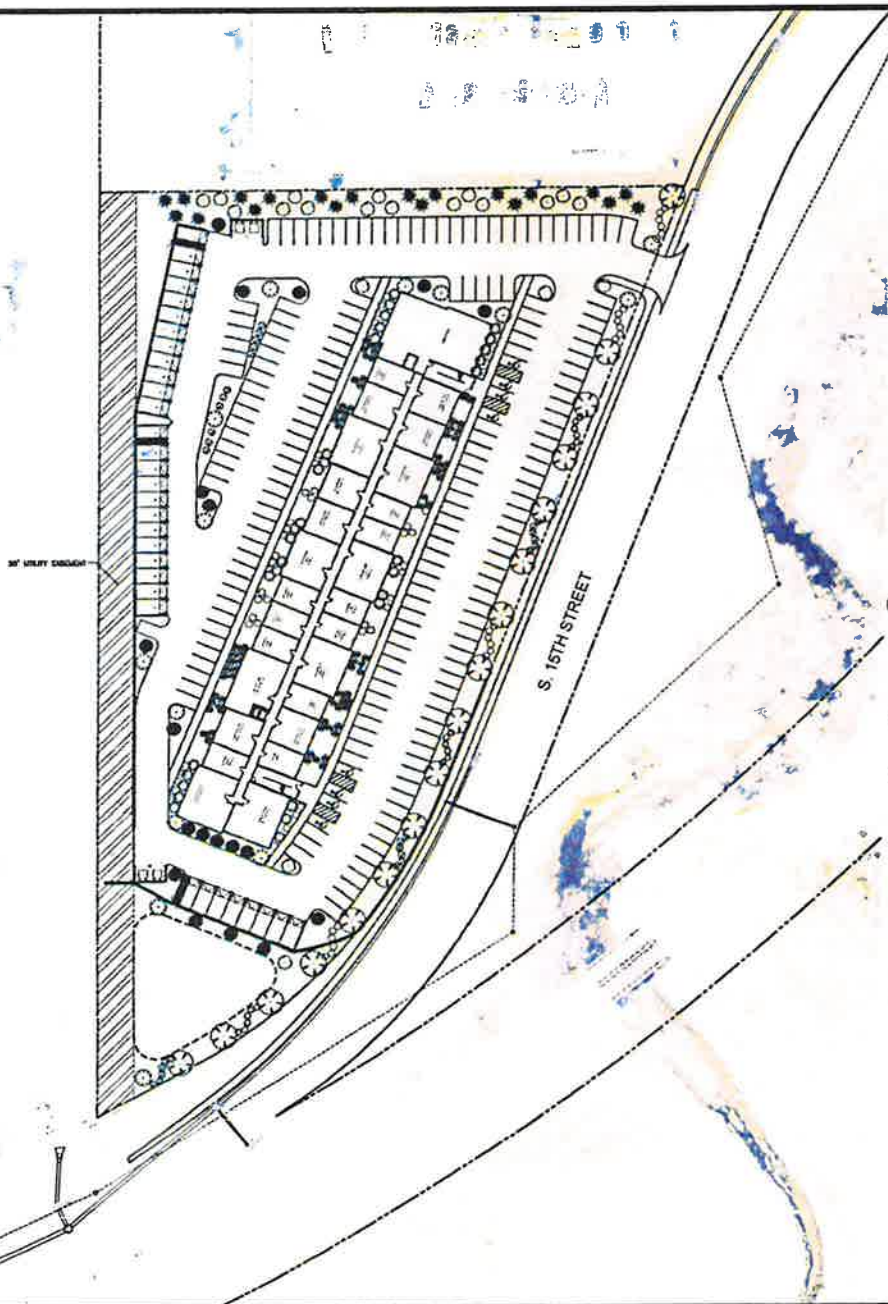


thompson, dressen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8650 www.td2co.com

Wolf Creek Apartments

Lot 2, Wolf Creek Replat 4

Wolf Creek Apartments II, L.L.C.



REQUIRED LANDSCAPING			
TREE TYPES	SECTION 8.11.6 (B) MULTI-FAMILY PER UNIT REQUIREMENT (1 SHRUB/EVERGREEN OR 2 ORNAMENTAL TREES AND 3 SHRUBS PER 2 UNITS)		
	TREE TYPE	REQUIRED	PROVIDED
	DECIDUOUS SHADE	20	20
	EVERGREEN	20	20
	ORNAMENTAL	30	30
	SHRUBS	195	195
SECTION 8.11.6 (8A) 1 TREE AND 3 SHRUBS PER 40 L.F. OF FRONTAGE			
	DECIDUOUS SHADE, ORNAMENTAL, OR EVERGREEN	20	20
	SHRUBS	60	60
SECTION 8.11.6 (10A & B) PARKING LANDSCAPING (19 S.F. LANDSCAPED PER PARKING STALL AND 1 TREE PER 300 S.F. REQUIRED LANDSCAPING)			
	DECIDUOUS SHADE/ORNAMENTAL	*15	*21

*INCLUDED IN SECTION 8.11.6 NUMBERS

LANDSCAPE TREE SCHEDULE							
QTY.	BOTANICAL NAME	COMMON NAME	PLANTING METHOD	SIZE @ PLANTING	SPACING	MATURE SPREAD	MATURE HEIGHT
OVERSTORY DECIDUOUS TREES							
17	ACER FREEMANI 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	BBB	2" CAL.	AS SHOWN	36'	45'
29	QUERCUS RUBRUM	RED OAK	BBB	2" CAL.	AS SHOWN	57'	80'
UNDERSTORY ORNAMENTAL							
14	ACER GINNALA	AMUR MAPLE	BBB	2" CAL.	AS SHOWN	20'	20'
19	MALUS X 'PRAIRIEFIRE'	PRAIRIEFIRE CRAB	BBB	2" CAL.	AS SHOWN	16'	20'
CONIFEROUS TREE							
20	PICEA GLAUCA DENBATA	BLACKHILLS SPRUCE	BBB	8' HT.	AS SHOWN	20'	50'
DECIDUOUS SHRUBS							
28	ARONIA ARBUTIFOLIA 'BRILLIANTISSIMA'	RED CHOKEBERRY	CONT.	5 GAL.	AS SHOWN	3'	7'
24	AMELANCHIER ALNIFOLIA 'REGENT'	REGENT SERVICEBERRY	CONT.	3 GAL.	AS SHOWN	6'	6'
26	RHUS AROMATICA 'GRD LOW'	GRD LOW SUMAC	CONT.	3 GAL.	60" O.C.	5'	5'
31	SPIREA BETULIFOLIA 'TOR'	BIRCHLEAF SPIREA	CONT.	3 GAL.	36" O.C.	3'	3'
EVERGREEN SHRUBS							
18	JUNIPERUS CHINENSIS 'MANEY'	MANEY JUNPER	CONT.	3 GAL.	6" O.C.	6'	3'
47	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNPER	CONT.	3 GAL.	6" O.C.	5'	4'

LANDSCAPING CALCULATIONS

- REQUIRED LANDSCAPING AREA = 220 PROPOSED STALLS X 19 S.F./STALL = 4,180 S.F.
- TOTAL PROVIDED LANDSCAPING AREA = 4,283 S.F.
- 4,283 S.F. > 4,180 S.F.

No.	Description	MM/DD/YY

Drawn By: BAD Reviewed By: DOH
Job No.: 1431-113 Date: 10-16-2020

Landscape Layout

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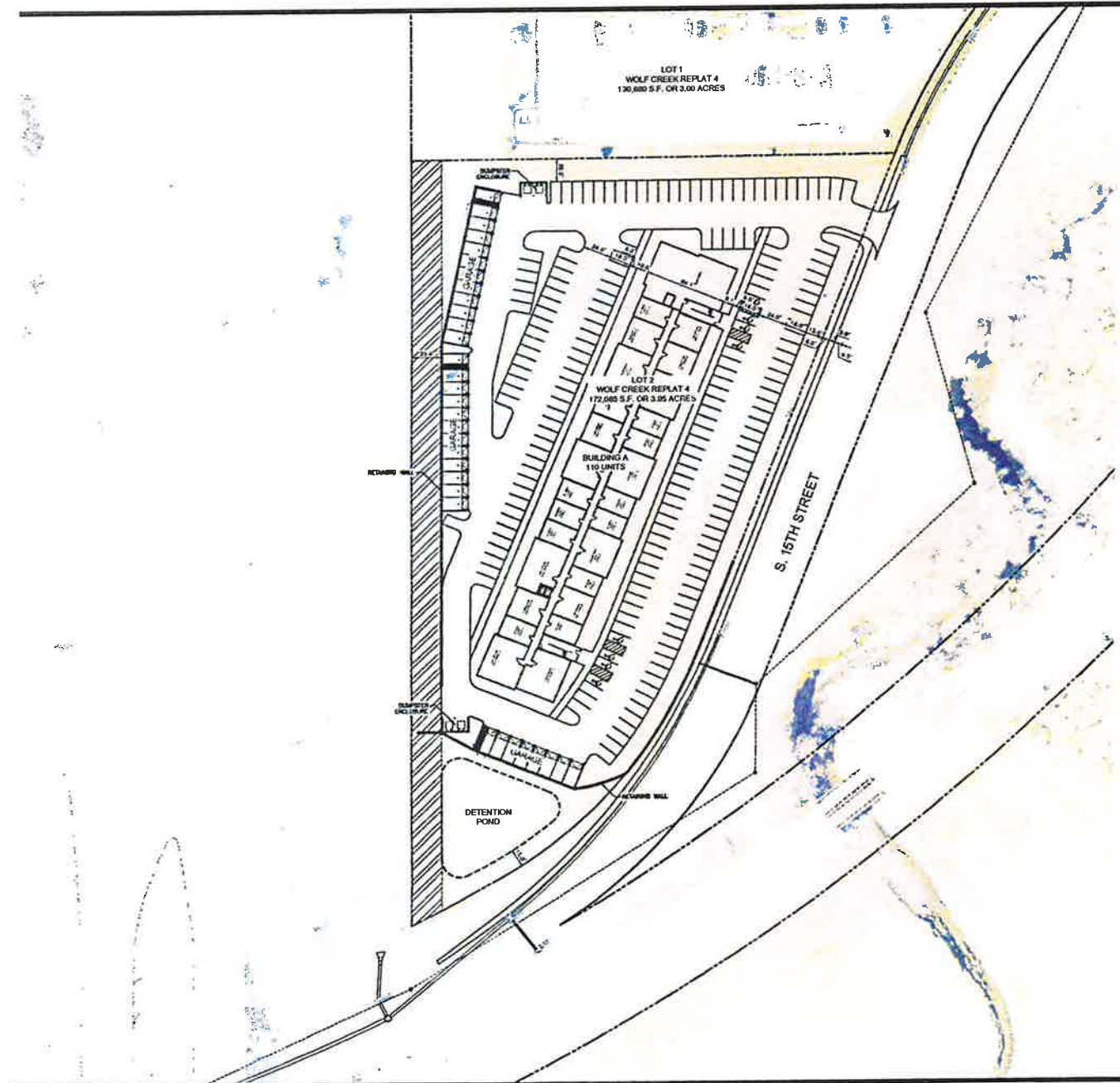


thompson, dressen & dorrer, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Wolf Creek Apartments

Lot 2, Wolf Creek Replat 4

Wolf Creek Apartments II, L.L.C.



SITE SUMMARY		
EXISTING ZONING: BQH	PROPOSED ZONING: TD 2-1-1	
SITE DATA	REQUIRED	PROVIDED
TOTAL SITE SIZE	800 UNIT (88,000)	3.95 AC. (172,688 S.F.)
SETBACKS	FRONTYARD - 25' REARYARD - 10' SIDEYARD - 5' STREET YARD - 5'	-
IMPERVIOUS COVERAGE	90% MAX.	85%
BUILDING HEIGHT	NONE	57'-0" MAX

- NOTES:**
- THE SITE PAVEMENT SHALL BE EITHER PORTLAND CEMENT CONCRETE (PCC) OR ASPHALTIC CEMENT CONCRETE (ACC). PCC SHALL BE A MINIMUM OF 7" THICK AND ACC SHALL BE A MINIMUM OF 8" THICK UNLESS A SITE SPECIFIC DESIGN IS PROVIDED FOR APPROVAL AS PROVIDED FOR IN RELEVANT MUNICIPAL CODE APPENDIX A, ARTICLE 5.05.04 SUPPLEMENTARY 2.
 - THE LIST OF AMENITIES FOR THIS SITE INCLUDE THE FOLLOWING:
 - ATTACHED CLUBHOUSE TO BUILDING WITH LEASING OFFICE
 - WORKOUT FACILITY
 - COMMON AREA FOR RESIDENTS
 - NEAR A FENCED IN DOG PARK FOR USE BY THE RESIDENTS
 - LOCATION IS NEAR PLANET FITNESS, WAL-MART, STARBUCKS, CHIPPOTLE AND OTHER RESTAURANTS IN WOLF CREEK SHOPPING CENTER

APARTMENT BUILDING SUMMARY		
BUILDING NO.	TYPE	UNITS
BUILDING A	TYPE A	110
	TOTAL	110

APARTMENT UNIT BREAKDOWN	
TYPE	NUMBER OF UNITS
STUDIO	44
1 BEDROOM	28
2 BEDROOM	24
3 BEDROOM	14
TOTAL	110

PARKING SUMMARY	
STALL TYPE	STALLS
STANDARD STALLS	180
ADA STALLS	8
GARAGE STALLS	32
TOTAL STALLS	220

No.	Description	MM-CO-VY

Drawn By: BAD Reviewed By: DCH
Job No.: 1431-113 Date: 10-16-2020



Preliminary Site Layout

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/15/2020		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Public Hearing on the request of a Privately-Operated Farmers Market at Washington Park

SYNOPSIS/BACKGROUND:

Event Application for an Event License shall have a public hearing before the City Council. In accordance to the ordinance, Mrs. Carol Blood has submitted an application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 6/05/2021 to 9/25/2021 (with the exception of the weekend of Arrows to Aerospace 2021, if held) from 6:30 AM to 12:00 PM (actual hours of operation of market will be 8:00 AM to 12:00 PM).

FISCAL IMPACT: N/A 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: n/a CIP PROJECT NAME: n/a

STREET DISTRICT NAME (S): n/a STREET DISTRICT NUMBER (S): n/a

ACCOUNTING DISTRIBUTION CODE: n/a ACCOUNT NUMBER: n/a

RECOMMENDATION:

Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 6/05/2021 to 9/25/2021 (with the exception of the weekend of Arrows to Aerospace 2021, if held) from 6:30 AM to 12:00 PM (actual hours of operation of market will be 8:00 AM to 12:00 PM).

ATTACHMENTS:

- App. for Privately-Owned Farmers Market
- Comments from Police, Parks, & Streets
- Ord #3863
- Res. 2020-36: Master Fee Schedule
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Pollins
[Signature]
[Signature]



City of Bellevue
Office of the City Clerk
1500 Wall Street • Bellevue, Nebraska 68005
(402) 293-3007

APPLICATION FOR A PRIVATELY-OPERATED FARMERS MARKET ON CITY-OWNED PROPERTY

The undersigned hereby makes application to privately conduct or operate a Farmers Market on City-owned property, and hereby submits the following facts in support thereof:

Date of Application: November 17, 2020

APPLICANT (Name/Address/Phone #: Carol Blood/2812 Jack Pine St. Bellevue, NE 68123/402-517-1446

CORPORATION (Name/Address – if applicable): NA

DATES OF PROPOSED ACTIVITY: Saturday, June 5, 2021 to Saturday, September 25th, 2021. No Market on weekend of Arrows to Aerospace 2021, if held.

LOCATION OF PROPOSED ACTIVITY: Washington Park located at 20th Ave & Franklin

HOURS OF OPERATION: Set up 6:30 to 7:30 am. Hours of operation 8 am to Noon.

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

1. Sanitary Facilities: Restrooms in Park for residents and vendors per State Health Dept.
2. Running Water: Use of Water Pump in Park
3. Power: Use of electric outlets in gazebo and park. Some vendors utilize generators.
4. Parking: Around park and residential street area

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event.

Signature of Applicant: Carol Blood via email

FOR CITY OFFICE USE ONLY:

City Council Meeting on: _____

NOTE: Police Dept. and Parks Dept. make recommendations on reverse side.





City of Bellevue
Office of the City Clerk
1500 Wall Street • Bellevue, Nebraska 68005
(402) 293-3007

**APPLICATION FOR A PRIVATELY-OPERATED FARMERS MARKET
ON CITY-OWNED PROPERTY**

APPLICANT (from page 1): _____

Police Department Recommendations: Approved 11-24-20

Capt DA Stuber

Parks Department Recommendations: _____





City of Bellevue
Office of the City Clerk
1500 Wall Street • Bellevue, Nebraska 68005
(402) 293-3007

**APPLICATION FOR A PRIVATELY-OPERATED FARMERS MARKET
ON CITY-OWNED PROPERTY**

APPLICANT (from page 1): _____

Police Department Recommendations: _____

Parks Department Recommendations: We are fine with this proposal.

Jim Shada

Susan Kluthe

From: Bobby Riggs
Sent: Monday, November 30, 2020 3:14 PM
To: Susan Kluthe
Subject: RE: Application for Privately-Operated Farmer's Market

No additional feedback or comments.
No issues with the event(s) as proposed.

(I didn't see a Street Dept section on the form)

Bobby Riggs
Street Superintendent
City of Bellevue
Office: (402) 293-3126
Fax: (402) 293-3077
E-mail: Bobby.Riggs@bellevue.net

From: Susan Kluthe
Sent: Tuesday, November 24, 2020 1:51 PM
To: Bobby Riggs; Jim Shada; Mark Blackburn; Dave Stukenholtz; Larry Lampman
Subject: Application for Privately-Operated Farmer's Market

Attached is the application for the 2021 Farmer's Market. Please review and make comments. My plan is to have this on the December 15th Council Meeting. Please respond with your comments by December 4th. Let me know if you have any questions.

Thank you!

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

ORDINANCE RECORD

ORDINANCE NO. 3863

AN ORDINANCE TO AMEND CHAPTER IV OF SECTION 23 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE LICENSING AND REGULATION OF FARMERS' MARKETS IN THE CITY OF BELLEVUE; AND TO PROVIDE FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That new Section 23-60 of the Bellevue Municipal Code is hereby created to read as follows:

Sec. 23-60. Privately operated Farmers' Market held on City property. A Farmers' Market may be operated privately on City property by an individual or organization upon application, hearing and payment of the appropriate fee for a license following the procedures outlined in Sections 5-36 through 5-40 of this Code. A one-time seasonal fee as stated in the Master Fee Schedule shall be paid by the applicant for a Farmers' Market license issued under this section. Code Sections 23-53 through 23-59 shall not apply to a privately operated Farmers' Market license issued under this section.

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

ADOPTED by the Mayor and City Council this 28th day of November, 2016.



ATTEST:

Sabrina Chumack
City Clerk

[Signature]
Mayor

First Reading 11-28-16

Second Reading |

Third Reading |

APPROVED AS TO FORM:

[Signature]
City Attorney

RESOLUTION NO. 2020-36

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. 2020-21 passed May 19, 2020, is amended as follows:

MASTER FEE SCHEDULE

BUILDING & USE FEES

Arterial Street Improvement Program (“ASIP”) fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of 0.75% of the building permit valuation shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of 0.75% of the building permit valuation shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue’s Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

Building Permit

Building, Plumbing, Mechanical Electrical and Grading	1997 Uniform Administrative Code fees as amended
Penalty Fee	4x regular permit fee

BUILDING & USE FEES (Continued)

Refund Policy	Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code; NO refund will be given after 180 days
Pre-connect deposit fees	\$500
Penalty Fee 2 nd revocation	\$1,500
Penalty Fee 3 rd revocation	\$5,000
Papio Creek and South Sarpy Watershed Partnership Fees (Effective July 1, 2018 – June 30, 2019)	
Residential – up to a four plex	\$954 per dwelling unit
Multi-family – greater than a four plex	\$4,197 per gross acre
Commercial and Industrial	\$4,842 per gross acre
<p>These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.</p>	
Plan Review Fee (New Construction)	
Commercial	25% of building permit fee
Demolition of Building Permit (\$25,000 bond for each)	
Residential accessory structures less than 1200 square feet	\$40
One- and two-family dwellings	Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code
Non-residential structures	Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code
Building Moving Permit (120 sq. ft. or greater)	\$25
Sheds	Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.

FIRE ALARM/FIRE EXTINGUISHING SYSTEM FEES

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

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR

License Fees

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
Apprentice Plumber	\$25 initial/\$25 renewal
Late Renewal Fees after Expiration of License Master & Journeyman Plumber/Master & Journeyman Mechanical/Sewer Layer/ Lawn Sprinkler Contractor & Installer	\$20 per month or part of/ up to 3 months.
Reinstatement fee for Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
Special Master Mechanical/Plumber (1 job only)	\$150
CLASS A General Contractor Unlimited	\$250 per year
CLASS B General Contractor Limited	\$200 per year
CLASS C Residential Contractor Unlimited	\$100 per year
CLASS D Residential Contractor Limited	\$ 75 per year
CLASS E Roofing Contractor Unlimited	\$ 50 per year
Late Contractor Renewal Fees after Expiration of License	
Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months
Class C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months

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

Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	\$1,000
Class B General Contractor Limited	\$1,000
Class C Residential Contractor Unlimited	\$ 500
Class D Residential Contractor Limited	\$ 200
Class E Roofing Contractor Unlimited	\$ 100
Decorative Appliance/Gas Log Contractor	\$75 (1-time fee, no renewal fee)
Decorative Appliances/Gas Log Installer	\$25 (1-time fee, no renewal fee)
Water Conditioning Contractor	\$75 (1-time fee, no renewal fee)
Water Conditioning Installer	\$25 (1-time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	\$84.25
In-ground Private Pools Electrical Permit	\$73
Above Ground Private Pools (20' in diameter or larger)	\$25
Single Family Dwelling Roofing Permits (tear off & reroof)	\$40
Single Family Siding Permits	\$25

CURB CUT AND GRINDING

Permit fee with curb requiring cut plus the 4' apron on each side done by City or Contractor	\$25 + \$17.50 per sq. ft of cut to 6 ft additional 10% per foot beyond 6 ft.\$25
Extended Permit & Subsequent Extended Permits Winter Charge	\$200 additional 10% for cuts or grinds from November 15 th to April 1 st
Request for Waiver (sidewalk construction/repair)	\$30

FIRE AND RESCUE SQUAD FEES

Basic Life Support, Non-Emergency (BLS)	\$365.00
Basic Life Support, Emergency (BLS-Emergency)	\$650.00
Advanced Life Support, Non-Emergency (ALS)	\$475.00
Advanced Life Support, Emergency Level I (ALS1)	\$750.00
Advanced Life Support, Emergency Level 2 (ALS2)	\$950.00
Specialty Care Transport (SCT)	\$765.00
Treat and Release	\$ 75.00
Mileages (loaded miles)	\$ 15.00
Haz-Mat Fees	Fee based on material, equipment and manpower per call
EMS Patient Care Report	\$ 20.00 handling fee + .50 per page copying fee

FIRE TRAINING FACILITY FEES

***Fees outlined for use of the fire training facility may be waived or reduced by the Bellevue Fire Chief with permission/approval from the City Council for good cause shown.**

Training Tower Only	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 400.00/ \$ 700.00
10-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,400.00
15-4 Hour Scheduled Events Per Year	\$1,200.00/ \$2,150.00

Hour Rate	
4 Hours	\$100.00/ \$150.00
8 Hours	\$200.00/ \$300.00
1 Gas/Tower Operator	Included/ Included
*Plus Consumable Material Used	

Training Tower and Fire Simulator	TMA/ Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,950.00
10-4 Hour Scheduled Events Per Year	\$1,600.00/ \$3,900.00
15-4 Hour Scheduled Events Per Year	\$2,400.00/ \$5,850.00

Single Usage	
1-4 Hour Scheduled Event	\$200.00 / \$400

Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included
*Additional Gas Operator	\$25.00 p/h / \$32.50 p/h
*Plus Consumable Material Used	

Rail Car Simulator	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 640.00/ \$ 640.00
10-4 Hour Scheduled Events Per Year	\$1,280.00/ \$1,280.00

Single Usage	
1-4 Hour Scheduled Event	\$160.00 / \$160.00

Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included

FIRE TRAINING FACILITY FEES (Continued)

Confined Space	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,450.00
10-4 Hour Scheduled Events Per Year	\$1,600.00/ \$2,800.00
Single Usage	
1-4 Hour Scheduled Event	\$200.00 / \$300.00
2 Observers	Included/ Included
Driving Area	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage	
1-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included/Included
Cones	Included/Included
Extrication Area	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$400.00 / \$400.00
10-4 Hour Scheduled Events Per Year	\$800.00 / \$800.00
Single Usage	
5-4 Hour Scheduled Event Per Year	\$100.00 / \$100.00
1 Observer	Included/Included
*Each Vehicle	\$ 50.00 / \$50.00
Classroom Area	TMA Fee/Public Fee
Annual Usage:	
Contract Bellevue FD Training Site	
Single Usage	
Room 1	
1-4 Hour Scheduled Events Per Year	\$150.00 / \$150.00
10-4 Hour Scheduled Events Per Year	\$300.00 / \$300.00
Room 2	
1-4 Hour Scheduled Events Per Year	\$100.00 / \$100.00
10-4 Hour Scheduled Events Per Year	\$200.00 / \$200.00
Room 3	
1-4 Hour Scheduled Events Per Year	\$100.00 / \$100.00
1-8 Hour Scheduled Events Per Year	\$200.00 / \$200.00

FIRE TRAINING FACILITY FEES (Continued)

Rooms 1, 2 and 3	
1-4 Hour Scheduled Events Per Year	\$300.00 / \$300.00
1-8 Hour Scheduled Events Per Year	\$600.00 / \$600.00
Available AV Equipment	Included/Included
Chairs	Included/Included
Janitorial Fee	Included/Included
Entire Training Site	TMA Fee/Public Fee
Annual Usage	Contact Bellevue FD Training Site
Single Use:	
1-4 Hour Scheduled Events Per Year	\$ 600.00 / \$ 600.00
1-8 Hour Scheduled Events Per Year	\$1,200.00 / \$1,200.00

FIRE INSPECTION FEE SCHEDULE

Hospitals:	
50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00
Health Care Facilities	
50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00
Hospital and Nursing Home Revisits	\$50.00 up to one hour \$25.00 for each additional ½ hour NOT TO EXCEED \$150.00
Liquor Inspections:	
Non-Consumption Establishment	\$50.00
Consumption Establishments	\$75.00
Revisits for either	\$50.00
Child Care Inspections:	
1 to 8 Children	\$40.00
9 to 12 Children	\$50.00
13 or More Children	\$60.00
Revisits for any of the above	\$40.00
Foster Care Inspections:	
Initial Inspection	\$20.00
Revisit Inspection	\$20.00
Investigative Reports:	
Fee for Reports	\$3.00 plus actual cost of printing

CODE ENFORCEMENT FEES

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

1st mowing	\$200/min/hour + \$50 Admin fee
2nd mowing	\$400/min/hour + \$50 Admin fee
3rd or subsequent mowing	\$600/min/hour + \$50 Admin fee

CODE ENFORCEMENT FEES (Continued)

Snow Removal

1 st removal	\$100/min/hour + \$50 Admin fee
2 nd removal	\$200/min/hour + \$50 Admin fee
3 rd removal	\$300/min/hour + \$50 Admin fee

General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)

Small	\$300/min/hour + \$50 Admin fee
Large	\$500/min/hour + \$50 Admin fee

Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)

Small	\$300/min/hour + \$50 Admin fee
Large	\$700/min/hour + \$50 Admin fee

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

Application Fee for Nuisance Violation Hearing \$35

POLICE RANGE TRAINING FACILITY

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

\$100/hour

GRADE PERMIT FEES

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

ZONING FEES

Comprehensive Plan Amendment	\$ 500
Change of Zone	
less than 1 acre	\$ 175
1-5 acres	\$ 325
over 5 acres	\$ 525
Zoning Text Amendment	\$ 250
Subdivision Text Amendment	\$ 250
Conditional Use Permit	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Conditional Use Permit Amendment	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Administrative Review of Wireless Antennas	\$ 150
Preliminary Platting	\$1,000 + \$10 per lot
Final Platting	\$ 600 + \$5 per lot
Revised Preliminary Plat	\$1,000 + \$10 per lot
Extension of Date for Preliminary & Final Plats	\$ 200
Small Subdivision Plat	\$ 250 Administrative Approval + \$ 300 City Council Approval
Vacation of Plat	\$ 150
Board of Adjustment Application	\$ 250
Sign Permit (by size of sign)	
35 square feet or less	\$ 40
36 – 75 square feet	\$ 80
76 – 150 square feet	\$150
151 – 300 square feet	\$200
Over 300 square feet	\$300
Awnings	\$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 50

SMALL WIRELESS FACILITIES (SWF) FEES

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s).	\$500.00 per application containing as few as one (1) and up to five (5) SWF \$100.00 for each additional SWF
An application of a new, modified, or replacement utility pole or support structure intended to support one or more SWF's and the associated SWF.	\$250 per pole or structure

OCCUPATION TAXES

Liquor License Occupation Taxes & Fees

(Annual fee in addition to State License Fees)

Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class K Catering	\$200
Class L Craft Breweries	\$500
Class Y Farm Winery License Holder	\$500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15
Natural Gas Distributors	3 % of Annual Gross
Telephone Companies Occupation Tax (includes land lines, wireless, cellular, & mobile)	6.25% of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending, & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

OTHER FEES

Arborist	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/per bench
Cemetery:	
Open/Close Fees: (includes Pre-Pay)	\$ 850 Full Size
	\$ 450 Cremains
	\$ 400 Infant
	\$ 275 Niche
Saturday Funeral (extra charge)	\$ 100
Winter Funerals (extra charge) (December 1 – March 1)	\$ 40

OTHER FEES (Continued)

Other Fees:	\$ 10 Stone Setting Permit \$ 100 Government Marker setting fee \$ 50 Attach VA Marker to Niche Door
Disinterment Fees:	\$1,100 Full size \$ 600 Cre mains \$ 555 Infant
Grave Spaces:	\$ 800 Full Size \$ 125 Infant \$ 800 Niche
Green Burial Space:	\$1,600 Full Size (includes marker)
In-Ground Cremation Space:	\$ 900 (includes marker)
Scattering Garden:	\$ 400 (includes brass plaque)
Commemorative Street Application Fee	\$25
Dog, Cat & Pot-Bellied Pig Fees (Collected by NE Humane Society-not City of Bellevue)	\$5 each if spayed/neutered, (no charge for owners age 65 and older) \$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)
Dog/Cat License (Annual Fee)	
Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat, & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$5
Dog, Cat, & Pot-bellied Pig License Replacement if Lost	\$ 0.50
Dog, Cat Pet Advocacy Permit	Obtained thru the NE Humane Society \$100 for initial permit \$50 annual renewal fee
Dog, Cat, & Pot-bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee 1 st impoundment \$30 2 nd impoundment \$60 3 rd impoundment \$100
Vaccination Fee	\$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year

OTHER FEES (Continued)

Dog & Cat License Late Charge	Double applicable license fee
Pot-bellied Pig License Late Charge	\$50
Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society- <i>not</i> City of Bellevue)	\$25
Election Filing Fee	1% of Annual Salary of Position (per State Statute)
Farmers Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week
Farmers Market – Privately Operated on City Property (with prior City approval of application) Season Operator Fee (electricity included)	\$0
Fireworks Annual License Fee (Non-Profits Only)	\$ 600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$25
Ice Cream Vendor Fee	\$50 per person
Ice Cream Vehicle Inspection Fee	\$25 per truck
Mini-Bus	\$ 2 each way per trip in town \$ 4 each way per trip out of town
Opening Burning Permit	\$10 (per State Statute)
Parking Ticket Fee	
If paid within 7 days of violation due	\$5/\$10/\$25
If paid after 7 days but within 30 days	Fine Doubles
Pawnbrokers Permit Fee	\$50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$25

OTHER FEES (Continued)

Temporary Business Licenses:

Seasonal Merchant

\$25 license valid for 1 month
 \$50 license valid for 4 months
 \$15 one-month extension – maximum
 of two (2) one-month extensions
ONLY applies to 4 month license

Itinerant Merchant/Peddlers/Solicitor/
 Street Vendor/Transient Merchant

\$50/day/person or \$300/year/person
 plus Certificate of Insurance naming
 City as Additional Insured + \$10 non-
 refundable processing fee to be certified
 to license fee issued

Carnival/Circus/Public Amusement Show/
 Music Concert/Temporary Amusement Park

\$50/event to be paid by event organizer
 or sponsor + \$10/day, or portion thereof,
 for each ride, show, tent, booth,
 concession stand, etc., when in
 operation and open to the public

Tobacco License

\$15 license fee per State Statute +
 \$10 administrative fee

Trash and Recycling Residential Collection Fee, effective June 1, 2020

\$14.59 per month, per residence for 35-
 gallon service
 \$17.69 per month, per residence for 65
 gallon service
 \$20.69 per month, per residence for 95-
 gallon service
 \$15.00 for each bulky item pick up
 \$2.00 for each one-half (1/2) cubic yard
 extra material, not to exceed 25 pounds
 \$1.00 for each extra bag of material, not
 to exceed 13 gallons or 25 pounds

Tree Damage

Tree DBH (Diameter at Breast Height)

Up to 4"	\$ 600
>4" to 8"	\$ 850
>8" to 12"	\$1,340
>12" to 16"	\$2,370
>16" to 20"	\$3,700
>20" to 24"	\$5,300
>24" to 28"	\$6,700
Over 28"	\$6,700 + \$500 for every inch over 28"

OTHER FEES (Continued)

Limb Circumference	
Up to 4"	\$350
>4" to 8"	\$500
>8" to 12"	\$700
Vehicle Impoundment Fees	
Tow Fee	\$80/\$75 for motorcycles
Storage Fee	\$20/per day
Storage for Victimless Incidents – City lots	\$20/day outside; \$40 day inside
Administration Fee	\$30
Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract

PUBLIC RECORDS

Audio Tapes, Video Tapes or CD/DVD	\$10 per tape, CD, DVD, or other media
Comprehensive Plan	\$50
Zoning Map	\$ 5
Zoning Ordinance w/Map	\$25
Subdivision Regulations	\$15
Bellevue City Maps 200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works)
Fire Report	\$50
Police Report	\$10
Police Photos (Digital)	\$20 per CD
35 mm photos	\$20 per roll
Certification by City Clerk	\$5 certification fee + cost of copies
Records Search Fee (paper or electronic)	\$5 per request
Copy Fee	\$0.25 per page

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

ALARM SYSTEMS/FALSE AND NUISANCE ALARMS

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

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

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$125
3	\$250
4	\$275

LIBRARY FEES

Membership

Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$ 1

Fines:

Books, Audio Books, CD's, DVDs	\$0.10/day
USB Language Kits, Watt Detectors	\$1/ day
Leisure Passes	\$5 for replacement

Interlibrary Loan:

Postage	\$3 per item
Lost Interlibrary Loan Items	Price set by lender

Proctor Fees

Prints	\$0.10/page (single sided)
Postage	\$3 per item

Lost Items

Replacement cost of item (or purchase like item as replacement)

Damaged Items

Damage cost assessed up to full value of item

LIBRARY FEES (Continued)

Materials Processing

Replacement of Materials

\$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD Cases, CD and DVD locks, DVD cases, AV inserts)

Replacements for Books on CD Cases

\$ 8 for small, \$ 9 for medium, \$ 10 for large

Copier/Printer Rates

Black & White Copies/Prints

\$0.10/page (single sided)

Color Prints

\$0.50/page (single sided)

RECREATION FEES

100% BEFORE first day

Reed Center – Rental

\$325 – Friday/Sunday

\$375 – Sunday

\$175 – Non profit

Field Rentals

\$ 30 per hour light fee +

\$175 per day

\$200 per day – non-resident

Jr. T-Ball

\$25

T-Ball/Coach Pitch

\$35

Baseball/Softball

\$40

Adult Softball – Church League

\$60

Baseball/Softball Spring Training

\$10

Tennis Lessons

Juniors

\$20

Adults

\$25

Swimming Pools:

Swimming Lessons

\$35

Swimming League

\$35

Daily Swim Fee

Youth (18 - Under)

\$3.00

Adult (19 & Over)

\$5.00

Wading Pool (2 year – Adult)

\$2.00

Seniors (55 & Over)

Free

Pool Parties

Pool Rental Fee

\$100

Lifeguard Fee

\$ 40

*Bellevue residents pay the lower fee

Track Club	\$35
Youth Sports Camp	\$30 single session \$40 both sessions
Youth Lacrosse Camp	\$30
Youth Soccer League	\$40
Youth Flag Football League	
Spring	\$35
Fall	\$35
Historic Presbyterian Church Rental Fee	\$375

SEWER CONNECTION FEES

Residential	
Single Family Dwelling (includes manufactured/ modular/mobile homes)	\$ 900
Duplex	\$1,600
Multiple Family	\$ 700 per unit
Commercial/Industrial	\$3,900 per acre, minimum \$1,950 based on the building footprint
Sewer Tap Inspection Fee	
Service Line (all sizes)	\$118
Re-inspection Fee (after two inspections)	\$ 47

TAX INCREMENT FINANCING (TIF) FEES

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

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one-half (1.5) percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Bellevue City Council of the City of Bellevue, Nebraska that its Master Fee Schedule shall become effective on the 1st day of October, 2020.


PASSED AND APPROVED THIS 15th DAY OF September 2020.



ATTEST:


City Clerk

CITY OF BELLEVUE


Mayor

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14b.
12/15/2020

COUNCIL MEETING DATE: 12/15/2020	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 type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Request for a Conditional Use Permit to allow for automobile sales. Applicant: Edward A Gilbert Jr. General Location: 2620 Greenfield Street.

SYNOPSIS/BACKGROUND:

Edward A Gilbert Jr. is requesting approval of a Conditional Use Permit for Lot 1 Biben Subdivision, to allow for automobile sales. Mr. Gilbert has indicated the vehicles to be sold will be purchased at auction, repaired by his shop, then placed on the lot for sale. The zoning ordinance requires 7 stalls for the property's current use as a service repair shop and 10 stalls for auto sales. The parking lot has been re-striped to show 22 available stalls.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and the Planning Commission has recommended approval of this application.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Conditional Use Permit
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. Breg Roblins
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Edward A Gilbert Jr.

Case #: CUP-2009-03

CITY COUNCIL HEARING DATE: December 15, 2020

REQUEST: for a conditional use permit for Lot 1, Biben Subdivision for the purpose of auto sales.

On November 19, 2020, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL of a request for a conditional use permit for Lot 1, Biben Subdivision for the purpose of auto sales. **APPROVAL** based upon compliance with the requirements of the zoning ordinance and lack of perceived negative impact to the surrounding area.

VOTE:

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

Planning Commission Hearing (s) was held on: November 19, 2020

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: CUP-2009-03

FOR HEARING OF:

REPORT #1: November 19, 2020

REPORT #2: December 15, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Edward A Gilbert Jr.
2620 Greenfield Street #100
Bellevue, NE 68147

B. PROPERTY OWNER:

Michael and Karen Biben
3207 Birchwood Drive
Bellevue, NE 68123

C. LOCATION:

2620 Greenfield Street #100

LEGAL DESCRIPTION:

Lot 1 Biben Subdivision, located in the Southeast $\frac{1}{4}$ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

D. REQUESTED ACTIONS:

Conditional Use Permit for Lot 1, Biben Subdivision

E. EXISTING ZONING AND LAND USE:

BG, Commercial/Flex building

F. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a conditional use permit to allow for automobile sales.

H. SIZE OF SITE:

The site is approximately 0.96 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently developed with a brick building with a service repair shop, concrete parking lot, a fenced in parking area, three drive in bays and office space.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Commercial, BG
2. **East:** Omaha Cellular Base Station, BG
3. **South:** Single Family Residential (across Greenfield St), RS-72
4. **West:** Vacant, RS-72

C. REVELANT CASE HISTORY:

1. On November 19, 2020 the Planning Commission recommended approval of the applicant's request for a conditional use permit to allow for automobile sales on Lot 1, Biben Subdivision.

D. APPLICABLE REGULATIONS:

1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
2. Article 6, Zoning Ordinance, regarding Conditional Use Permits.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Access is from South 26th Street.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Edward Gilbert Jr., has submitted a request for a conditional use permit for Lot 1, Biben Subdivision, for the purpose of automobile sales.
2. The property is presently developed with a brick building with a service repair shop, concrete parking lot, a fenced in parking area, three drive in bays and office space. Mr. Gilbert states he would like to have no more than 10 vehicles on the property for sale in addition to his current business.
3. The applicant has submitted a site plan showing his proposed parking for sales.

The applicant has indicated the vehicles to be sold will be purchased at auction, repaired by his shop, then placed on the lot for sale.

In addition to himself, Mr. Gilbert has plans to employ two additional mechanics for the business.

4. The property presently has 22 stalls recently striped for Mr. Gilbert's business. The Zoning Ordinance requires 7 stalls for the current use. In order to have 10 stalls available for auto sales, Mr. Gilbert needs 17 spaces total.
5. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Sarpy County Engineer, Sarpy County Deputy Administrator, 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.

No other comments were received on this case.

6. Per Section 6.06, the Zoning Ordinance requires no conditional use permit shall be granted unless the Planning Commission or City Council has found:

- 6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.
- 6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.
- 6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.
- 6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
- 6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 6.06.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.
- 6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.
- 6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.
- 6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.
- 6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.
- 6.06.11 The use shall not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.

The Planning Department believes this application meets the criteria for approval of the Conditional Use Permit.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon compliance with the requirements of the zoning ordinance and lack of perceived negative impact to the surrounding area

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon compliance with the requirements of the zoning ordinance and lack of perceived negative impact to the surrounding area.

VI. ATTACHMENTS TO REPORT

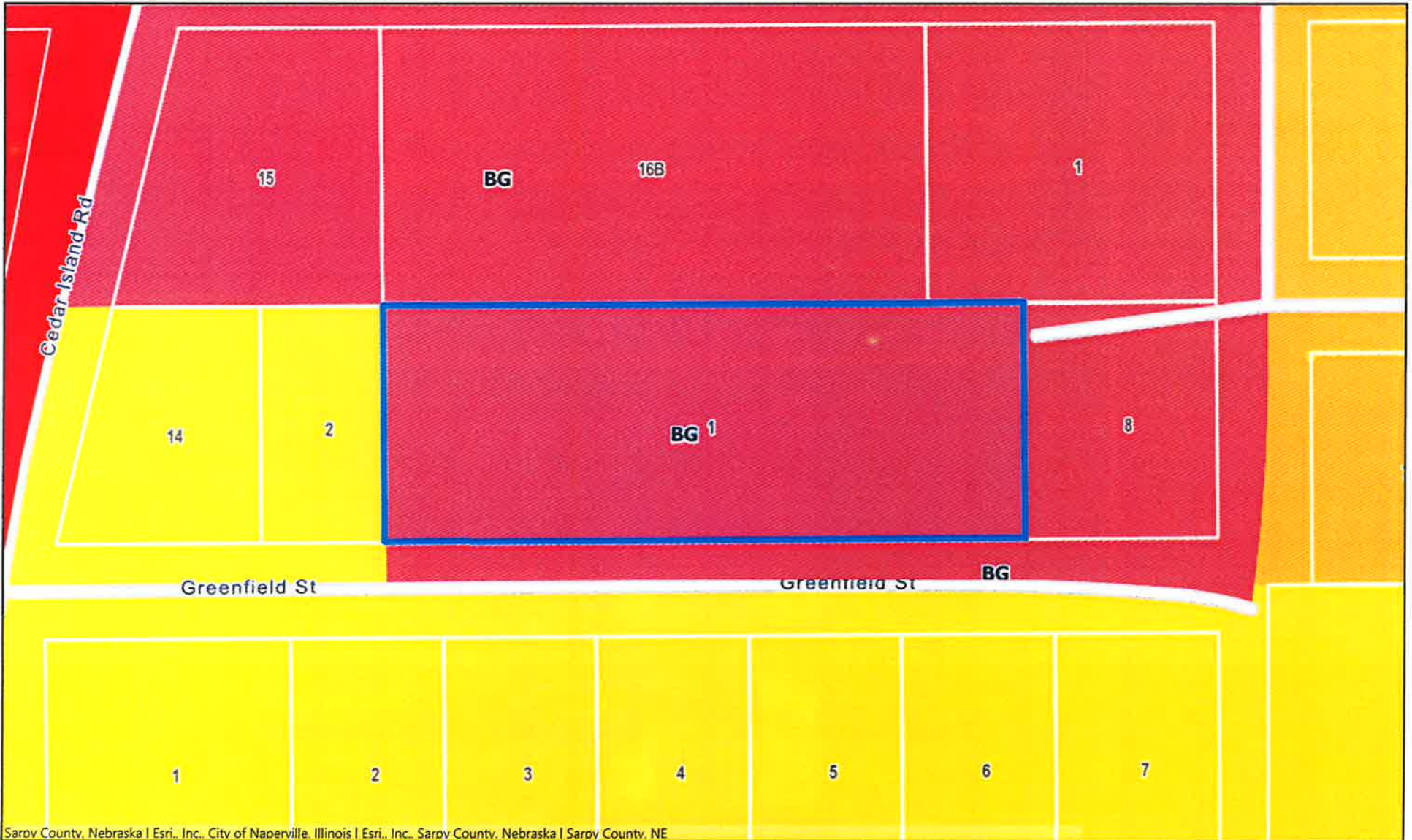
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Explanation of the request from Edward Gilbert received September 24, 2020
4. Site plan received September 24, 2020
5. Conditional Use Permit Agreement

VII. COPIES OF REPORT TO:

1. Edward A. Gilbert Jr.
2. David L. Nich Jr.
3. Michael Biben
4. Public Upon Request


Assistant Planning Manager


Planning Manager Date of Report



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

0 100 200 ft

Map Scale 1: 1128

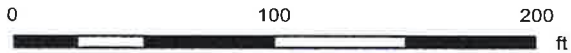
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



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



Map Scale 1: 1128

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



EXPLANATION OF REQUEST

I own a Auto Repair shop called G.A.S. Auto. I have prided myself for over 15 years at providing auto repair. I had a shop in Bellevue a few years back but due to the flood, we moved to Omaha. Fortunately, I found another shop in Bellevue.

I have attached a diagram of my new location and my proposed sale space. The building I am located at has approximately 18,450 SF of which I am renting 1/3 of the lot.

I have space in front and to the west of my building where I would like to Sell used cars. Basically, these cars will be purchased at the auction, repaired by my shop, and placed out for sale.

I will be submitting my application to the Nebraska Dealers Board as well. I am insured and would have no problem getting bonded or anything else.

Thank you.

Edward A. Gilbert Jr.

RECEIVED
SEP 24 2020
PLANNING DEPT.

Further Explanation for Application of Conditional Use Permit.

To the Board:

In regard to my business plan, I intend to have approximately 4 to 8 cars for sale. I do not intend to have this as my main business but for the occasional opportunity.

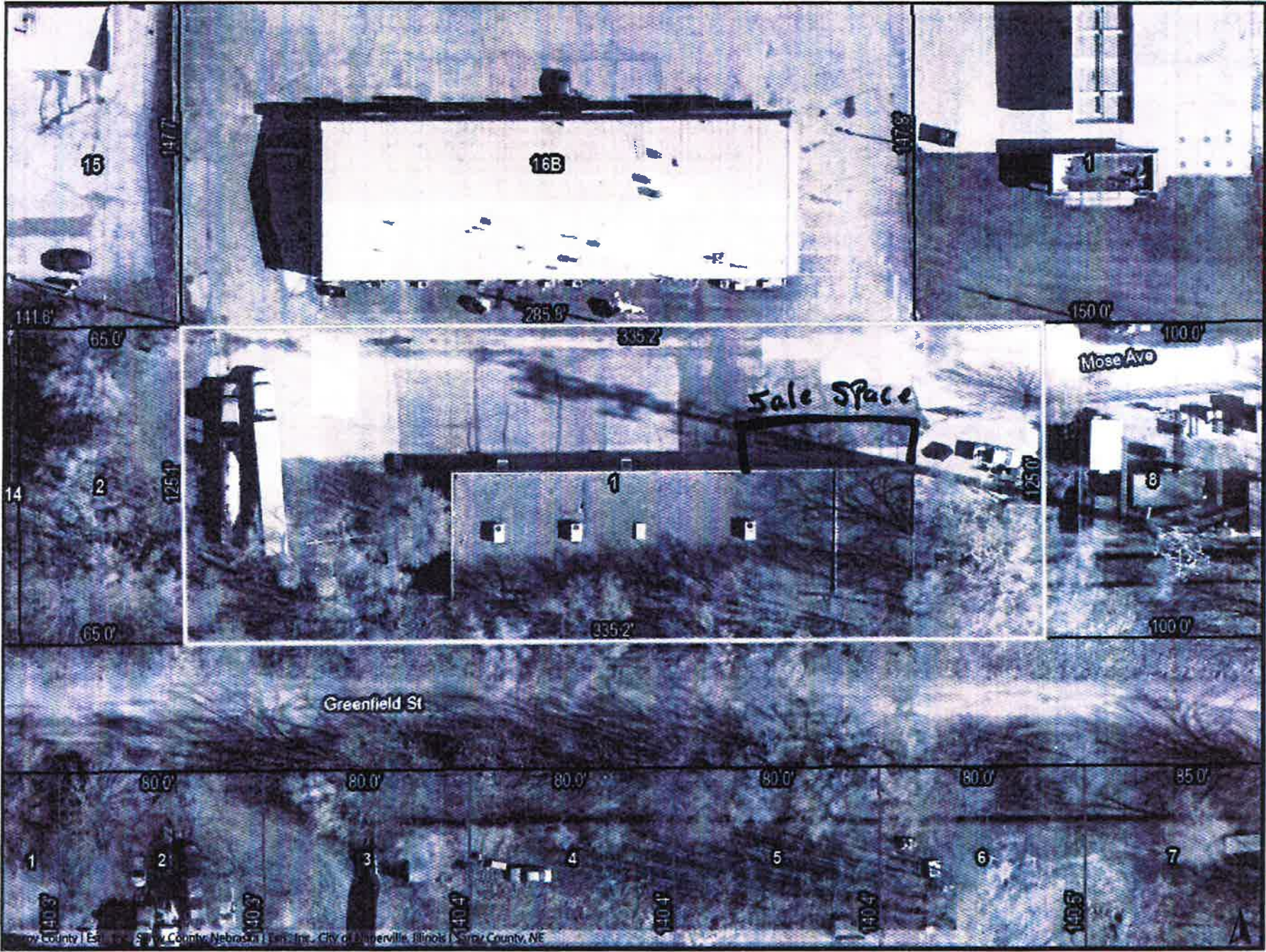
I fully intend to apply for my Car Dealers License, and to operate under the guidelines and rules as set forth by the Board.

I am the Mechanic for the business, and with a little luck I may be able to hire 2 more mechanics because the property has space for up to 3 mechanics.

Thank you for the opportunity.

Edward Gilbert

RECEIVED
SEP 24 2020
PLANNING DEPT.



RECEIVED

SEP 24 2020
PLANNING DEPT.

Record & Return To:
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 1, BIBEN SUBDIVISION,
LOCATED IN THE SOUTHEAST ¼ OF SECTION 16, T14N, R13E OF THE 6TH P.M., SARPY
COUNTY, NEBRASKA

Conditional Use Permit for EDWARD GILBERT JR.

This Conditional Use Permit issued this _____ day of December, 2020 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to Edward Gilbert Jr., (“Applicant”), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Michael and Karen Biben, are the legal owners of Lot 1, Biben Subdivision, located in the Southeast ¼ of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately .96 acres, more or less (“Property”). Applicant desires to use the Property for the purpose of an automobile dealership; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the “Permit”).

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a “Permitted Use” or “Use”.

Conditions of Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:
 - a. A site plan showing the Property’s boundaries, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit “A.”

- b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
 - c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.
3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
- a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
 - b. The Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
 - c. The Use shall be in compliance with all State of Nebraska regulations regarding the sale of automobiles. A copy of required license shall be provided to the Planning Department.
 - d. Applicant may maintain a service repair garage and automobile dealership on the Property.
 - e. Approved hours of operation shall be 8:00 a.m. – 5:00 p.m. Monday through Friday, and 10:00 p.m. – 1:00 p.m. on Saturday.
 - f. No more than ten automobiles shall be for sale on the property at any one time.
 - g. The parking lot shall be striped prior any automobile sales on the property.
 - h. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.
 - i. All signage on Property related to Use shall be in conformance with the City Zoning Ordinance.
 - j. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant's expense.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
- a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.
 - c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to

promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same. Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

6. If any provisions, or any portion thereof, contained in this Permit are held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. The conditions and terms of this Permit shall be binding upon Applicant, its successors and assigns.

a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.

d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

Edward Gilbert Jr
2620 Greenfield Street, #100
Bellevue, NE 68147

e. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

The City of Bellevue

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipal corporation, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and Deputy City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

Witness my hand and notarial seal this ____ day of _____, 2020.

Notary Public

Edward Gilbert Jr.

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Edward Gilbert Jr signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2020.

Notary Public

Michael Biben

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Michael Biben signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2020.

Notary Public

Karen Biben

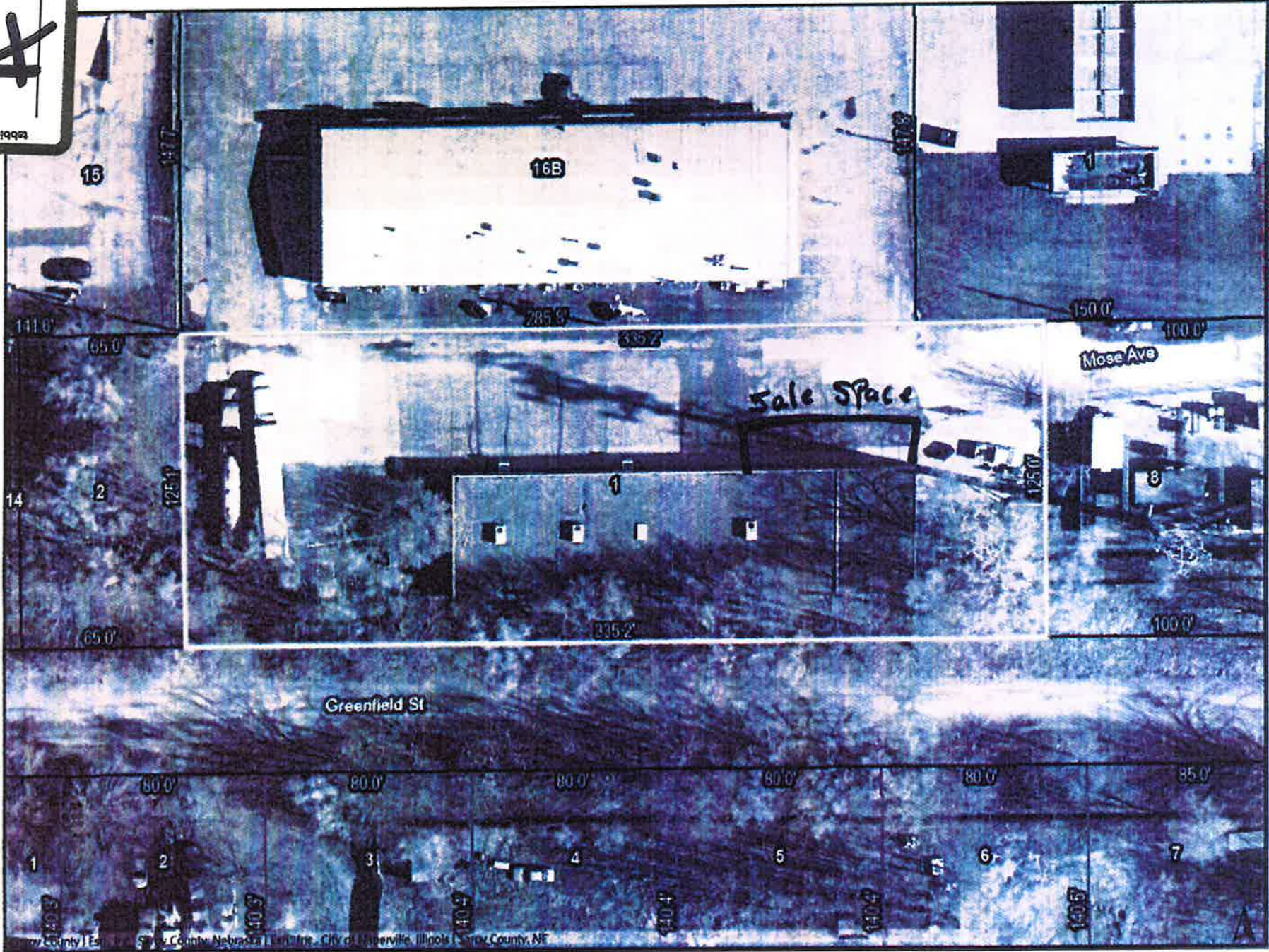
STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Karen Biben signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2020.

Notary Public

EXHIBIT **A**
Tobblers



RECEIVED

SEP 24 2020

PLANNING DEPT.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/15/2020	SUBMITTED BY: Ashley Decker	Human Resources Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Approval of Emergency Resolution 2020-45, implementing changes to the City's Pandemic Sick Leave policy for employees.

SYNOPSIS/BACKGROUND:

This resolution is in response to the ongoing COVID-19 pandemic and will repeal and replace Resolution No. 2020-15, effective 01/01/2021.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve emergency Resolution No. 2020-45.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



EMERGENCY RESOLUTION NO. 2020-45

PANDEMIC SICK LEAVE

WHEREAS, pursuant to Nebraska Revised Statutes a City of the First Class has the power to do all acts on relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Nebraska Revised Statutes, the powers of the City as a body are exercised by the Mayor & City Council; and,

WHEREAS, the Mayor & City Council has the authority to adopt ordinances, resolution and other regulations, which shall have the force and effect of law; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 16-405, in cases of riots, infectious diseases, or other impending danger, or any other emergency requiring its immediate operation, such ordinance shall take effect upon the proclamation of the mayor immediately upon its first publication; and

WHEREAS, an emergency ordinance has been created adding Section 14-11 of the Bellevue Municipal Code pertaining to pandemic sick leave; and,

WHEREAS, said Emergency Ordinance gave power to the City Administrator, as chief executive officer of the City, the responsibility of proper administration of Pandemic Sick Leave; and,

WHEREAS, said Emergency Ordinance gave power the City Administrator to adopt and implement a Pandemic Sick Leave Policy that governs the standard operating procedures, practices and guidelines for all employees, including part-time employees, to benefit from pandemic sick leave.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the following Pandemic Sick Leave Policy shall be implemented effective January 1, 2021, repealing and replacing Resolution No. 2020-15 at that time:

All employees, excluding fire suppression and temporary/seasonal workers, shall be provided paid leave to cover an absence of up to **ten (10) normally scheduled work days** from work without loss of pay, to be known as Pandemic Sick Leave (PSL), in addition to any days already earned as regular sick time.

All fire suppression employees shall be provided paid leave to cover an absence of up to **eight (8) normally scheduled work days** from work without loss of pay, to be known as Pandemic Sick Leave (PSL), in addition to any days already earned as regular sick time.

Part-time employees shall receive pay to cover an absence of up to ten (10) normally scheduled work days based upon their normally scheduled work hours.

For purposes of this policy, “normally scheduled” work days/hours shall be determined by the following:

1. Civilian part-time employees “normally scheduled” work days/hours will be determined by calculating the average number of hours worked in each week by the employee in the 26 weeks preceding the request for PSL.
2. Fire department part-time employees “normally scheduled” work days/hours will be determined by the shifts that they are missing that were previously bid on in the scheduler.

In order to be eligible for using PSL days, the employee must have one or more of the following qualifying events:

1. the employee’s medical diagnosis of a qualifying pandemic illness such as COVID-19;
2. the diagnosis of the employee’s spouse, child(ren) or other member of the employee’s household with a qualifying pandemic illness such as COVID-19;
3. the employee has been requested to self-quarantine by the Nebraska Department of Health and Human Service, the Local Health Department, or the City Administrator;
4. the announcement that the employee’s child(ren)’s school/daycare is subject to an order of quarantine or is otherwise closed as a result of a pandemic illness, and, such employee is the only available caregiver resulting in the employee being unable to come to work; and
5. the employee has an extenuating circumstance related to the pandemic illness. Any request for PSL under extenuating circumstances must be submitted to the City Administrator (or his/her designee) in writing for approval.

Any request for additional PSL days must be made in writing, accompanied by a physician’s statement that such additional time off is necessary for the recovery of the employee or the employee’s immediate family or household member. Said request must be directed to the

employee's department Director who will forward same to the attention of the City Administrator. The City Administrator (or his/her designee) shall make all final decisions regarding the extension of PSL days and any such decision shall not be subject to the grievance procedure.

Any PSL days shall not be treated the same as a non-PSL sick day for purposes of pay and accumulation. PSL days are not eligible for payout at any time. PSL days from Resolution 2020-15 are not eligible for carryover if they were not used in the 2020 calendar year.

Return to work after illness: No employee shall return to work after a diagnosis of a pandemic illness until the employee has met all of the criteria of isolation duration as determined by the Nebraska Department of Health and Human Services and defined in an active Directed Health Measure Order.

ADOPTED AND APPROVED this 15th day of December, 2020.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/15/2020		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Year-End Certification of City Street Superintendent form is the basis for determining the city's calendar year 2020 Incentive funds, verifying Bobby Riggs as the City Street Superintendent

SYNOPSIS/BACKGROUND:

Each year municipalities are required to annually certify the City Street Superintendent and shall be signed by Mayor, and to include copy of Resolution authorizing the signing of the Year-End Certification of City Street Superintendent Form by the Mayor.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Resolution No. 2020-46: A Resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2020, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2020 to December 31, 2020

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2020-46"/>	2. <input type="text" value="Annual Year-End Certification Form"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Robbins
[Signature]
[Signature]

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.

Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the **original** Signing Resolution, **original** Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT **by December 31, 2020**, **the municipality will not receive an Incentive Payment for Calendar Year 2020.**

RESOLUTION 2020-46

SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2020

Resolution No. 2020-46

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent; and

Whereas: The NDOT requires that such certification shall also include a copy of the documentation of the city street superintendents appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of City of Bellevue
(check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent.

Adopted this 15th day of December, 2020 at Bellevue, Nebraska.
(Month)

City Council/Village Board Members

City Council/Village Board Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.

Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the **original** Signing Resolution, **original** Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT **by December 31, 2020**, **the municipality will not receive an Incentive Payment for Calendar Year 2020.**

Year-End Certification of City Street Superintendent For Determining Incentive Payment

January 1, 2020 to December 31, 2020

*This certifies that Robert Joseph Riggs, License Number S-1359 Class A,
(Print name of Superintendent as appears on license card) (A or B)

was the appointed City Street Superintendent of BelleVue
(Print name of City or Village)

from January 1, 2020 to December 31, 2020
Month Date Month Date

and actually performed all of the following duties:

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units;
2. Developing an annual program for design, construction, and maintenance;
3. Developing an annual budget based on programmed projects and activities;
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

And further certifies that the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

Signature of Mayor Village Board Chairperson

* If more than one individual or the City Council or Village Board provided street superintending services during the calendar year, list each successive superintendent using a separate certification. The amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) whether or not your municipality appointed a licensed City Street Superintendent for all 12 months; (c) class of license, A or B; and (d) whether or not the Superintendent performed all of the duties listed. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515. If your city or village did not have an appointed City Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent." Failure to return the resolution, certification, and documentation of the superintendents appointment will result in your municipality not receiving an Incentive Payment for Calendar Year 2020.

Note: In addition to this annual, Year-End Certification of Superintendent to the Nebraska Department of Transportation, (due December 31st), the municipality is also responsible for filing the "Municipal Annual Certification of Program Compliance" and "Signing Resolution" with the Board of Public Roads Classifications and Standards (due October 31st). Reference Neb. Rev. Stat. §§39-2115, 39-2119, 39-2120, 39-2121 and 39-2520(2).



Return the completed original resolution and certification, and a copy of the documentation of appointment by December 31, 2020 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

Attach Documentation of the City Street Superintendent(s) Appointment for 2020 here:

For most municipalities this information may be found in the November or December 2019 or the January 2020 meetings minutes.



City of Bellevue
Office of the Mayor

210 West Mission Avenue • Bellevue, Nebraska 68005
(402) 293-3022

This certificate is to verify that Robert Joseph Riggs is the Street Superintendent for the
Calendar Year 2020 for the City of Bellevue, Nebraska.

Dated this 15th day of December, 2020.

CITY OF BELLEVUE, NEBRASKA:

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/15/2020		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

A resolution supporting the Dept. of Defense's process for selecting the permanent location for the Joint Unified Command , U.S. Space Command Headquarters

SYNOPSIS/BACKGROUND:

Governor Ricketts endorsed application from Bellevue to nominate Offutt AFB to be the permanent location of new U.S. Space Command Headquarters and is one of six locations being considered by the United States Air Force to host these headquarters. This resolution expresses the continued support of the City of Bellevue for the United States Air Force to base U.S. Space Command Headquarters at Offutt Air Force Base.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign Resolution No. 2020-47: A Resolution unanimously expressing continued support for the city of Bellevue's United States Air Force to be selected for the U.S. Space Command Headquarters at Offutt Force Force Base near Omaha, NE and that certified copies of this Resolution be directed to the offices identified in this resolution.

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2020-47"/>	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:



CITY OF BELLEVUE

RESOLUTION NO 2020-47

A RESOLUTION OF THE CITY OF BELLEVUE, COUNTY OF SARPY, STATE OF NEBRASKA SUPPORTING THE DEPARTMENT OF DEFENSE PROCESS OF SELECTING THE PERMANENT LOCATION FOR THE JOINT UNIFIED COMMAND, U.S. SPACE COMMAND HEADQUARTERS URGING THE UNITED STATES AIR FORCE TO SELECT OFFUTT AIR FORCE BASE AT OMAHA, NEBRASKA.

WHEREAS, Nebraska Governor Pete Ricketts endorsed the application from the City of Bellevue to nominate Offutt Air Force Base (AFB) near Omaha, Nebraska to be the permanent location of new U.S. Space Command headquarters; and

WHEREAS, the Department of Defense re-established U.S. Space Command as the eleventh unified combatant command of the Armed Forces and the U.S. Air Force requested state and community leaders nominate military locations to host the U.S. Space Command headquarters; and

WHEREAS, the City of Bellevue on behalf of community and regional leaders, local and state officials, education administrators and in conjunction with support from local military leaders self-nominated Offutt AFB, Nebraska support this as the location for consideration; and

WHEREAS, Offutt AFB met the United States Air Force basing criteria which includes: mission requirements such as proximity to mutually supporting space entities and available qualified workforce; capacity to include available facility space and parking; high bandwidth communications infrastructure, enhanced security and energy resilience; cost factors; and community support; and

WHEREAS, Offutt AFB, receiving a top score against the evaluation criteria, is one of six units being considered by the Air Force to host the U.S. Space Command headquarters; and

WHEREAS, the joint, interagency, coalition, Guard, and Reserve presence on Offutt AFB would complement the needs of U. S. Space Command as Offutt AFB is the home for global missions of national consequence; and

WHEREAS, several Offutt AFB units of interest include the 55th Wing, which provides dominant worldwide reconnaissance, real-time intelligence, command and control, and information warfare, the 595th Command and Control Group supporting strategic nuclear deterrence, the Air Force's only weather wing and the newly formed Marine Corps Forces Space Command; and

WHEREAS, the largest tenant on Offutt AFB is the warfighting entity, U.S. Strategic Command, which has a mission set that combines U.S. legacy nuclear command and control mission with responsibility for space operations, global strike, and global missile defense to deter strategic attack and employ forces, as directed, to guarantee the security of our Nation and our Allies; and

WHEREAS, U.S. Strategic Command Nuclear Command, Control and Communications (NC3) Enterprise Center oversees and manages the NC3 Enterprise; and U.S. Space Command is key member of the NC3 Enterprise Stakeholder Council; and

WHEREAS, for seventeen years, from 2002-2019, America's military space mission was headquartered at Offutt AFB as part of the U.S. Strategic Command mission set; and

WHEREAS, the history of hosting the command serves as an excellent foundation. Offutt AFB has continued hosting units that are mutually supporting the joint combatant and there would be efficiencies and synergies achieved by co-locating U.S. Space Command headquarters; and

WHEREAS, community support for the military missions, the military men, women and families living and working on Offutt Air Force Base, and the veterans living in the surrounding communities began in the 1940s and to this day action in support of this group remains unsurpassed; and

WHEREAS, creative public-private partnerships executed by economic leaders are some of the largest, most efficient seen, as evidenced by the business community's investment in the new Omaha VA clinic which opened four months early and helped save taxpayers \$34 million, or 28% of the project's cost; and

WHEREAS, workforce talent development and acquisition will be critical as U.S. Space Command mature. Education will be a key element and from K-12 to postgraduate, Nebraska schools are highly rated and stand ready to continue delivering opportunities that support Space professionals; and

WHEREAS, the National Strategic Research Institute at the University of Nebraska is one of fourteen University Affiliated Research Centers in the Defense Department and the only entity sponsored by a combatant command at U.S. Strategic Command; and

WHEREAS, public data including Air Force metrics, titled Support of Military Families – 2019 and the AARP Livability Index rank Bellevue and Omaha quality of life above the other finalist and competitive to attract and retain a quality workforce; and

WHEREAS, Bellevue and Omaha offer a diversified economy and is home to four Fortune 500 companies and nearly a dozen Fortune 1000 companies. The region has low unemployment, offers good wages, affordable housing, low cost of living, easy access to transportation and easy commuting; and

WHEREAS, Bellevue and Omaha have proven an ideal home for military, civilians and their families. The community would welcome thousands more and the leaders of our community are committed to ensuring adequate housing, childcare, community services, and economic development; and

WHEREAS, basing the headquarters at Offutt AFB would enhance the economic impact in the region by continuing its millions of dollars in economic output and adding approximately 1,400 new jobs; and

WHEREAS, re-establishing the U.S. Space Command headquarters at Offutt AFB would require military construction improvements which would create construction jobs with an additional economic impact to the region; and

WHEREAS, there is widespread bipartisan support for hosting U.S. Space Command headquarters from federal, state, and community leaders who recognize the importance of returning the space mission to Offutt AFB; and

WHEREAS, Space is vital to our Nation's security, prosperity, and scientific advancement.

BE IT RESOLVED that the Mayor and City Council do hereby unanimously expresses continued support for the city of Bellevue's United States Air Force to re-establish U.S. Space Command headquarters at Offutt Air Force Base near Omaha, Nebraska.

BE IT FURTHER RESOLVED THAT certified copies of this Resolution be directed to: President Donald Trump, Senator Deb Fischer, Senator Ben Sasse, Congressman Jeff Fortenberry, Congressman Adrian Smith, Congressman Don Bacon, and United States Air Force Secretary Barbara Barrett and Chief of Staff of the United States Air Force Charles Brown.

STATEMENT

This resolution expresses the continued support of the City of Bellevue for the United States Air Force to base U.S. Space Command headquarters at Offutt Air Force Base

Offutt Air Force Base is one of six locations being considered by the United States Air Force to host U.S. Space Command headquarters and this City continues its belief in the strength and suitability of Offutt Air Force Base to host this mission.

There is no better place in America to base the newest unified combatant command.

ADOPTED AND APPROVED this _____ day of December, 2020.

Members of the Bellevue City Council and the Mayor of the City of Bellevue.

Mayor, Rusty Hike

I, **Susan Kluthe, City Clerk** of the **City of Bellevue**, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the Bellevue City Council held on the 15th day of December, 2020 and in witness whereof I hereunder set my hand and official seal on this date written.

	Motion	Second	Yes	Nay	Abstain	Absent
Stinson						
Cook						
McCaw						
Burns						
Welch						
Preister						

City Clerk, Susan Kluthe

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
12/15/2020

COUNCIL MEETING DATE: 12/15/2020		SUBMITTED BY: Dean Dunn, Interim Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Electronic Information Kiosk for Bellevue Cemetery

SYNOPSIS/BACKGROUND:

The Public Works Department seeks approval to purchase a H-AL Pedestal Unit Cemetery Kiosk with a 19 inch touchscreen from Windy Prairie Systems, Inc. for the Bellevue Cemetery. The electronic kiosk will allow the public to locate individuals buried in cemetery. This item is a sole source purchase, with Windy Prairie Systems, Inc. being the only vendor that provides hardware, software and support for the item. The City will be required to provide concrete pad, electrical, and internet to the Kiosk with the total project cost still anticipated to be at or below the \$50,000 shown in the CIP. After the first year, the City will pay \$500 annual storage fee for its data and have an option to enter into a technical support agreement at \$1800/year.

FISCAL IMPACT: \$26,500.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Electronic Information Kiosk for Bellevue Cemetery

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Electronic Information Kiosk for Bellevue Cemetery

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

CIP PROJECT NAME: Electronic Information Kiosk CIP PROJECT NUMBER: CE21(1)

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

ACCOUNTING DISTRIBUTION CODE: CIPCE21(1) ACCOUNT NUMBER: 7140

RECOMMENDATION:

City Council approve and authorize the Mayor to accept and sign the proposal between the City of Bellevue and Windy Prairie Systems, Inc. in the amount of \$26,500.00 for the Electronic Information Kiosk for Bellevue Cemetery Project.

ATTACHMENTS:

- Initial Letter (02/11/2020)
- Proposal (06/04/2020)
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. [Signature]
[Signature]



3001 Trudy Ann Drive, Raymond, Ne 68428

PH # 800-350-9803

February 11, 2020

**Jason Houghtaling
Bellevue Cemetery**

Jason;

Thanks for your interest in our cemetery directories. The closest kiosks to Bellevue are located in Nebraska City, and Fremont Memorial, Nebraska. Below is a summary of software programming and different Kiosk models.

We currently have three different Cemetery Kiosk digital models but can also adapt various options to customize Kiosks to fit different situations. All of our systems are designed to stand alone outside without any protection. Windy Prairie can also set up a Kiosk inside of a temperature controlled building as well. Many cemeteries/communities decide to build an open air gazebo or some type of structure, but that is for the visitors comfort. Windy Prairie purchases military/industrial grade hardware which is built to withstand extreme ambient temperature weather conditions. Our hardware and software systems carry a NEMA 4X rating. You are welcome to view our website to review the touch screen kiosks and specs at: www.windyprairie.com Click on our structures and then click on Digital. They will show photos and specs for several units. You can click on "how it works" and it will demonstrate the mapping and other information available as well but you can look at those on the website as well.

Touch Screen Kiosk Directories:

I think for budgeting purposes I will just address the Heritage Pedestal Model and a I & E All in One kiosk that can be mounted on a wall as well. That we offer are less expensive and the software has all of the features of the larger more expensive structures. The cemetery will need to run electricity, set up an internet connection and pour a pad. Windy Prairie will provide the concrete specs and the 240 electrical requirements for this directory.

The Pedestal Kiosk Stealth Heritage Pedestal 1-AL / HP-1-All and All in One units feature the same software features as all of our Kiosks. There is a map that appears on the screen to help them locate their loved ones. All of the burial and mapping information can also be provided on our web site and/or linked into the city website as well. This

Kiosk unit requires 120 volts for electrical requirements. We also have a All in One Kiosk that can be mounted to a wall or with a pedestal also.

Initial Pricing estimates:

The Pedestal PTS – 2016/Stealth/Heritage AL-1 will run in the mid to upper- twenties. The All in One will run in the mid-twenties. We prefer the Heritage because that hardware has proven to be more stable and has lasted longer but both have performed well for us.

Prices will vary based on the size of touch screen you want and other factors. Those prices include delivery, installation, customized software and initial burial information loaded into the software.

Our newest software combines burial data, obituary, photos, videos, notable burials, upcoming events, cemetery history, rules and regulations. Veteran burial information, including branch of service, ranking, service dates, wars fought in, medals and honors awarded with a description of each and etc.: We can also set your kiosk up so the designated staff can enter, delete or edit current burial data and other information. Once data is entered on a secured site the Kiosk at night will contact the host server and automatically down load the new information for the next day.

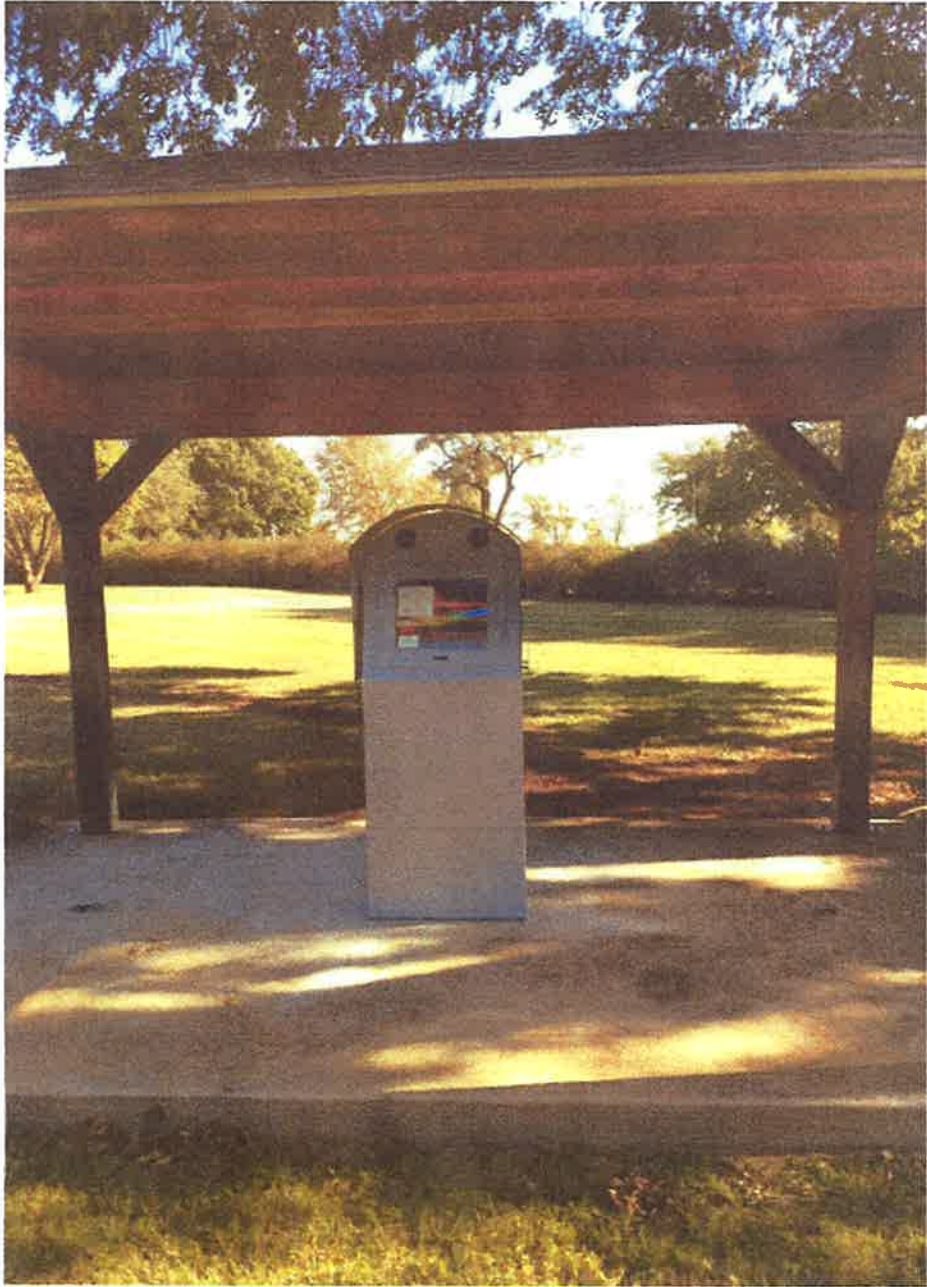
Windy Prairie will train designated staff to accomplish the updating. Hosting fees run \$500.00/year for one user and \$150.00 per additional user. There is also an optional Basic Maintenance fee with purchase of basic and guaranteed support, which includes \$1800.00/year plus annual hosting fee.

Windy Prairie can send a company representative(s) demonstration for your group. I would appreciate a couple of weeks' notice so I can schedule out my time. I will touch base later.

I will give you a call or send an e-mail in a couple of weeks to check your interest. You are welcome to call our Toll Free number listed on our letter head or call my cell at: 402-416-4202.

Sincerely,

**Steve Richman, CEO
Windy Prairie Systems**



KIOSK PEDESTAL UNIT

WINDY PRAIRIE SYSTEMS PROPOSAL:

PROPOSAL SUBMITTED BY: Steve Richman

**TO: Jason Houghtaling
Bellevue Cemetery**

DATE: December 7, 2020

ITEM: H-AL PEDESTAL UNIT Cemetery Kiosk 19" Touchscreen

Hardware Specs:

LISTED ON SEPARATE SHEET

SOFTWARE:

Primary purpose software helps visitors locate individuals buried in the cemetery. Visitors enter last name or first name of individuals by touching the keyboard section of the screen and through a series of steps with additional audio assistance buried in the cemetery to easily locate the grave site. Our newest software combines burial data, obituary, photos, videos, notable burials, upcoming events, cemetery history, rules and regulations. Veteran burial information, including branch of service, ranking, service dates, wars fought in, medals and honors awarded with a description of each and etc.: We can also set your kiosk up so the designated staff can enter, delete or edit current burial data and other information. Once data is entered on a secured site the Kiosk at night will contact the host server and automatically download the new information for the next day. Customer Data and Map information stored on a secured portion of website via the Windy Prairie Systems, Website. Information can be linked to a local webpage for viewing public information. Cemetery Management package also included.

Windy Prairie will train designated staff to accomplish the updating.

WE WILL ALSO PROVIDE LIFE TIME UPGRADES OF THE SOFTWARE WHEN WE HAVE AN IMPROVEMENT TO THE SOFTWARE.

Technical Software Support (Initial and Ongoing)

Seller agrees to provide the following technical support for the product: Contact seller to resolve problems via phone or Internet first. If additional service is required then, we will use the most reasonable cost effective manner possible to rectify the situation as set out in the warranty information below: Support will be provided at no extra charge for a period of one year after purchase of the software.

WARRANTY:

A 1 YEAR EXTENDED WARRANTY ON ALL EQUIPMENT WILL BE INCLUDED

Hardware support and warranty Seller warrants that this product and the materials used therein meet or exceed the applicable standards listed and enforced at the time of manufacture. Seller will replace any product or part, which proves defective due to quality of ingredients used or to the manufacturing process itself for a period of one year. This warranty shall apply only if the product is used in strict accordance to applicable installation instructions provided by Seller, and Seller shall not be liable otherwise. Costs for repair to be borne by the purchaser after expiration of the warranty are as follows: Mileage @ federally accepted rate, Labor Charges (75 dollars/hour on site repair and \$20 dollar/hour travel time to and from site) and cost of replacement parts not covered by warranty. Seller will in no event be liable for any consequential, incidental or special damages. No modification of this warranty in favor of any buyer shall be valid unless given in writing and signed by an officer of Seller.

ALL ABOVE FEATURES

\$24,500.00

BASIC FILE TRANSFER: Includes Mapping and burial information which is included in the total purchase package (somewhat dependent on customer software type and condition of data)

Delivery and Installation

\$2,000.00

Unit will be installed to your wall. Or to a concrete Slab We will drill and install

Customer is required to provide concrete pad, and run electrical and internet to the Kiosk installation site. Slab must be level and flat. Pad, Base and electrical specs will be sent to Customer.

Website storage after first year

\$500.00/yr

Tech support package,

\$1800.00/yr

Optional after one year.

Website Annual Storage only \$500.00

TOTAL PACKAGE COST

\$26,500.00

Balance due after installation.

**Purchaser _____
City of Bellevue, Nebraska**

Date _____

Windy Prairie _____

Date _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
12/15/2020

COUNCIL MEETING DATE: 12/15/2020		SUBMITTED BY: Dean Dunn, Interim Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

2021 - 2022 City of Bellevue Bridge Inspections

SYNOPSIS/BACKGROUND:

HGM Associates, Inc. will perform a routine inspection for each City bridge structure and provide a written inspection report. The Nebraska Department of Roads (NDOR) requires the bridge structures to be inspected. HGM Associates, Inc. will provide a copy of the written inspection report to the NDOR. The scope of services are more specifically described in Exhibit A, general provisions in Exhibit B and a list of bridges owned by the City are outline in Exhibit C.

FISCAL IMPACT: \$17,800.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: HGM Associates, Inc.	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: 2021 - 2022 City of Bellevue Bridge Inspections		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: 2021 - 2022 City of Bellevue Bridge Inspections		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED: YES		
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRUBUTION CODE: 7050	ACCOUNT NUMBER: 10-10	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates, Inc. in an amount not to exceed \$17,800.00 for the 2021 - 2022 City of Bellevue Bridge Inspections.

ATTACHMENTS:

1. Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





December 7, 2020

Mr. Dean Dunn, P.E.
City Engineer
City of Bellevue, NE
1510 Wall Street
Bellevue, NE 68005

Subject: 2021 - 2022 City of Bellevue Bridge Inspection
22 Structures
HGM Proposal No. 000720-216

Dear Dean:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A and the attached General Provisions labeled as Exhibit B.

HGM will provide Basic Services including the re-inspection of 22 bridges. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization. A list of bridges owned by the City of Bellevue is attached as Exhibit C.

HGM will provide these Basic Services on an hourly basis with our total cost estimate not to exceed \$17,800. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

Mr. Dean Dunn, P.E.

December 7, 2020

Page 2 of 2

We anticipate that we will be able to begin work on this project immediately upon receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all inspection work can then be completed by November 2021 and September 2022 in accordance with NBIS requirements. Final inspection reports will be completed by December 2021 and October 2022. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office; OR, you may then scan a complete set of this document and email it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Stephen W. Moffitt, P.E.
Structural Project Manager

Acceptance of Proposal:
CITY OF BELLEVUE - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated December 7, 2020, between: CITY OF BELLEVUE, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (HGM) (CONSULTANT).

Subject: 2021 - 2022 City of Bellevue Bridge Inspection
22 Structures
HGM Proposal No. 000720-216

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

Routine Inspection

CONSULTANT will perform a Routine Inspection using personnel that are qualified as Team Leaders in accordance with CFR Section 650 Subpart C. Photographs will be taken of the roadway and general elevation views of the structure in addition to detail photos of deficiencies that are found. We will perform the underwater inspection of these structures whenever possible by conventional methods (sounding, probing, or use of chest waders). Use of divers is not included in this proposal.

Inspection Report

CONSULTANT will provide an inspection report for each bridge consisting of the following items to be placed in the CLIENT'S permanent file:

1. *Routine Inspection Field Report* which includes a written summary of the BrM inspection data, current data regarding bridge deficiencies, structural conditions of bridge members including section loss estimates, effectiveness of past repairs, and channel and scour conditions noted in the field.
2. *Photograph Sheets* that include captions dictated on site.
3. *Current SLA Form* showing the data included in the BrM database.
4. *Recommended Maintenance Items Checklist* showing the deficient items that should be corrected as part of the routine bridge maintenance program.
5. *Certification of Inspection* including the Team Leaders or Program Managers signature.
6. *Critical Findings Report* will be included if a deficiency is found that requires immediate follow up or action.
7. *BrM Data* will be entered into the NDOR database by the CONSULTANT.

Element Level Inspection

5 bridges require element level field inspection and reporting due to their location on designated National Highway System roadways. These bridges will be inspected in accordance with the NDOR Bridge Inspection Program (BIP) Manual requirements for element level inspections and reporting in BrM.

Initial Inspections

Since the last inspection cycle, ownership of four bridges on Highway 370 was transferred from NDOR to the City of Bellevue. Initial file setup and form preparation will be performed to include these four structures in the City of Bellevue record keeping system.

Client Responsibilities

1. None.

This is an exhibit attached to and made part of the letter agreement dated December 7, 2020, between: CITY OF BELLEVUE, PUBLIC WORKS DEPARTMENT (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

Residency Verification Clause: Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Rev. 130722

ADDENDUM

This Addendum is made this 7th day of December, 2020, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as "City") and HGM Associates Inc.,(hereinafter referred to as "Contractor"), pursuant to the Contract entered into between the parties dated the 7th day of December, 2020.

City and Contractor agree that the following provision is agreed to and incorporated by reference into the Agreement:

NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

Date: December 7, 2020.

THE CITY OF BELLEVUE, NEBRASKA

HGM ASSOCIATES INC.- CONSULTANT

By: _____
Name: _____
Title: _____

By: 
Name: STEPHEN W. MOFFITT
Title: VICE PRESIDENT

ATTEST:

City Clerk

**City of Bellevue
Bridges Requiring NBIS Inspection**

Bridge #	Location	Type	Description	Spans	Year	Element	Special 12 Mo.	Previous Inspection Date
U023000210P	Camp Brewster @ Ft Crook Rd	119	Concrete Culvert	2	ODD			10/29/2019
U023000620P	Harvel Dr @ Kayleen Dr	119	Concrete Culvert	2	ODD	Y		10/29/2019
U023000815P	Quail Drive @ Capehart	119	Concrete Culvert	2	ODD			10/17/2019
U023001205P	Capehart Rd @ Kennedy Exp	402	Steel Multi-Beam	4	ODD			10/17/2019
U023004103P	Lynnwood Dr and 25th St	119	Concrete Culvert	2	ODD			10/17/2019
U02301620	N370 over UP/BNSF RR	402	Steel Multi-Beam	3	ODD	Y		10/29/2019
U02301654	N370 over Ft. Crook Rd	305	Steel Multi-Box Beam	1	ODD	Y		10/29/2019
U02301670	N370 0.1 E of Ft. Crook Rd	119	Concrete Culvert	2	ODD	Y		10/29/2019
U02301890	N370 over BNSF RR	302	Steel Stringer	3	ODD	Y		10/17/2019
U023031235	Shilling Dr @ Ft Crook Rd	702	Timber Multi-Beam	12	ODD			10/17/2019
U0230A0810	Galvin @ Hansen	402	Steel Multi-Beam	1	ODD			10/17/2019
U0230C4310	0.4 N JCT Cornhusker / Ft Crook	504	P/S Conc. Tee Beam	1	ODD			10/29/2019
U0230F4305	Betz Rd @ N370	119	Concrete Culvert	2	ODD			10/17/2019
U023000410P	Kasper St @ Ft Crook Rd	119	Concrete Culvert	2	EVEN			9/23/2020
U023000615P	Cornhusker Rd @ Ft Crook Rd	502	P/S Conc. Multi-Beam	4	EVEN	Y		9/25/2020
U023003905	36th St @ FAS 5061	402	Steel Multi-Beam	3	EVEN			9/22/2020
U023010815P	Maas Road and 42nd St	502	P/S Concrete Girder	1	EVEN			9/22/2020
U0230B4335	0.2 S JCT N370 / Ft Crook	119	Concrete Culvert	3	EVEN	Y		10/14/2020
U0230B4340	0.1 S JCT N370 / Ft Crook	119	Concrete Culvert	5	EVEN	Y	Y - ODD	9/24/2020
U0230B4355	Ft Crook Rd @ Peoples Rd	119	Concrete Culvert	2	EVEN	Y		9/24/2020
U0230C4305	Peoples Rd @ Ft. Crook Rd	102	Concrete Multi-Beam	1	EVEN			9/23/2020
U0230C4315	0.5 N JCT Cornhusker / Ft Crook	504	P/S Conc. Tee Beam	1	EVEN			9/23/2020

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 15th day of December, 2020 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Creative Sites, LLC ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

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

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

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

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Four Hundred Nine Thousand Four Hundred Seventy-Nine Dollars and Forty Cents (\$409,479.40) ("Contract Sum").

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

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

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

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

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

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

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

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

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

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

14. Miscellaneous.

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

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

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

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

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

- f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.
- g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.
- h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.
- i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.
- j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.
- k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.
- l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.
- m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.
- (i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

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

With a copy to:

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

If to Contractor:

Creative Sites, LLC
11506 Pierce Street
Omaha, NE 68144

With a copy to:

Fax No.: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
12/15/2020

COUNCIL MEETING DATE: 12/15/2020		SUBMITTED BY: Dean Dunn, Interim Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Stonecroft Park All-Inclusive Playground Project

SYNOPSIS/BACKGROUND:

The City of Bellevue issued a Request for Proposals for the Stonecroft Park All-Inclusive Playground Project. Proposals from Creative Sites, LLC and Crouch Recreation were received by the City. The proposals were reviewed and ranked by a committee of three. Creative Sites, LLC received the highest ranking and is therefore recommended for the project.

FISCAL IMPACT: \$409,479.40 BUDGETED FUNDS?: YES \$300K GRANT/MATCHING FUNDS?: NO YES \$100K

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Creative Sites, LLC	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Stonecroft Park All-Inclusive Playground Project		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Stonecroft Park All-Inclusive Playground Project		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED: YES		
CIP PROJECT NAME: ADA Playground Equipment Updates; Park Improvements	CIP PROJECT NUMBER: PK21(1); PK21(5)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: CIPPK21(1); CIPPK21(5)	ACCOUNT NUMBER:	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Creative Sites, LLC in the amount of \$372,254.00, plus a 10% contingency of \$37,225.40, for a total project cost of \$409,479.40 for the Stonecroft Park All-Inclusive Playground Project.

ATTACHMENTS:

- | | | |
|------------------------|---------------------------------|----------|
| 1. Memo from Jim Shada | 2. Creative Sites, LLC Proposal | 3. Quote |
| 4. Contract | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins
[Signature]



QUOTATION

Creative Sites, LLC
11506 Pierce Street
Omaha, Ne 68144
402-614-4606

DATE: December 7, 2020

Customer: City of Bellevue
Attn: Susan Kluthe
1500 Wall Street
Bellevue, NE 68147

Project: Stonecroft Park All-Inclusive Playground
Bid Date: December 9, 2020 10:00a.m.

BCI Burke Equipment:

Playground Equipment Any Option	\$ 274,040.00
Less BCI Burke Matching Funds Discount	\$-112,412.00
Freight	<u>\$ 7,295.00</u>

Equipment Total **\$ 168,923.00**

Installation by Dostals Construction: **\$ 111,613.00**

Dirt-work
8" x 10" Ring-wall 356lf
Drainage
Install Playground
4" Concrete Pad 7,480sf
6' x 80' Access Walk 480sf, to connect sidewalks
On Both sides of playground to existing walks

Ecoturf Poured Rubber Surfacing: **\$ 82,280.00**
7,480sf Poured Rubber Surfacing for appropriate
Fall Heights 50/50 EPDM Black/Color Mix

Performance/Payment Bonds **\$ 9,438.00**

Project Total **\$ 372,254.00**

****Delivery is 45 Days ARO and will be substantially complete by October 2021.**

****Maintenance and Supervision kits will be sent directly to the City of Bellevue before the equipment arrives.**

****Creative Sites was founded by Julie Kutilek in April 2008 representing BCI Burke Company. She was originally in the playground industry from 1991-1997, then took some time to raise her family before founding Creative Sites.**

She is experienced in the planning and design of similar projects. You can reach her anytime if you have concerns or questions regarding your project. The support services through BCI Burke are also excellent. BCI Burke's customer service is very experienced and is always easy to reach. They are known for their complete, on time and correct deliveries. They are located in Fond Du Lac, Wisconsin and celebrated their 100th Anniversary in 2020.

****Dostals Construction is doing the subcontracting work portion of this project and are located in Gretna, NE. Dostals are certified BCI Burke equipment installers. 30% of Project.**

****Ecoturf Surfacing is doing the Poured Rubber portion of this project. They are the manufacturer and the installer. They have been in business since 1997. 22% of Project.**

Creative Sites Municipal References:

**Hastings Parks and Recreation
220 N Hastings
Hastings, NE 68902
Jeff Hassenstab
402-461-2309
2 Projects, one 2014 and one 2015 \$ 120k Total**

**City of Omaha
1819 Farnam Street
Omaha, NE 68183
John Williams, Park Planner
402-444-7000
Flanagan Park Inclusive Playground
250k Total**

**City of Norfolk Embrace Park All-Inclusive Playground
Located by the YMCA
Emily Afrank 402-920-1453
\$400k**

**Village of Cedar Bluffs
101 South 1st Street
Cedar Bluffs, NE 68015
Deb Jensen 402-367-8271
2016 \$150k Total**

**Splash Station Fremont Kiwanis/City of Fremont
HWY 275
Don Cunningham 402-720-3586
\$300k All-Inclusive Playground**

Please note:

BCI Burke Tiles are available for the project as well. I would just need to remove some of the equipment to accommodate the tile amount.

BCI Burke Tiles Installed for 7,480sf would be \$ 110,980.00. There was a \$ 28,700 difference between the tiles and the poured rubber installed.

Ecoturf recommends doing a roll-coat of the poured rubber at around 3 years. It is \$ \$1.20sf. The City could tie that in with the contract, to do the roll-coat of the product in 2024 (\$8,976). It re-seals the rubber.

We can make any changes to the playground designs if needed. You have a beautiful project, and I want you to get exactly what you want. I am available anytime if you have any questions before you make your decision. There could be a custom sign at the entrance of the playground or additional site furnishings around the area. I left you some dollars from the bid allowance to do some of these.

This quotation is good through 12/15/20.

****Payment of BCI Burke Playground Equipment only required with order to receive the BCI Burke matching Funds. Installation and Surfacing will be invoiced when project is complete. Net 30.**

Thank you for the opportunity to bid on your project!

Sincerely,

Julie Kutilek
Creative Sites, LLC

Accepted by



City of Bellevue

Recreation Department

1200 Lord Blvd. • Bellevue, Nebraska 68005 • (402) 293-3142

MEMO

TO: Dean Dunn
FROM: Jim Shada
SUBJECT: Stonecroft Park All Inclusive Playground
DATE: December 10, 2020

In reviewing the two bids received from Crouch Recreation and Creative Sites please find my thoughts below to support my Final Selection Ranking Form. Also, Jim Kresnik called me at 7:30 a.m. this morning to give me his scoring for his Final Selection Ranking Form.

We did not receive a certified check, a cashier's check or bid bond at the time of Crouch Recreation's submittal; therefore, the City could have rejected the submittal without review, but because the City does retain the right to waive technicalities and we received only two proposals, we chose to review both.

Upon review of both submittals and considering Crouch Recreation did not submit a bid bond per the terms of the RFP, I would recommend selection of Creative Sites Option 2 Plan. This layout of the playground provides good continuity, a pleasing visual appeal and a favorable user capacity.

If you need any additional information from please let me know.

City of Bellevue Stonecroft Park

Proposal # 905-135041-2
December 03, 2020

Presented by
Creative Sites, LLC



Burke®



December 03, 2020

Susan Kluthe
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Dear Susan Kluthe:

Creative Sites, LLC is delighted to provide City of Bellevue with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Creative Sites, LLC is confident that this proposal will satisfy City of Bellevue's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with City of Bellevue. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Julie Kutilek
Creative Sites, LLC
11506 Pierce St
Omaha, NE 68144

Design Summary

Creative Sites, LLC is very pleased to present this Proposal for consideration for the Stonecroft Park located in Bellevue. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Bellevue. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Stonecroft Park
- Project Number: 905-135041-2
- User Capacity: 438
- Age Groups: Ages 5-12 years
- Dimensions: 67' 0" x 110' 9"
- Designer Name: Joel Schleis

Creative Sites, LLC has developed a custom playground configuration based on the requirements as they have been presented for the Stonecroft Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 905-135041-2 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Stonecroft Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

5726 SQ.FT.

PERIMETER
575 FT.

STRUCTURE SIZE

67' 0" x 110' 9"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



Registered
to ISO 9001

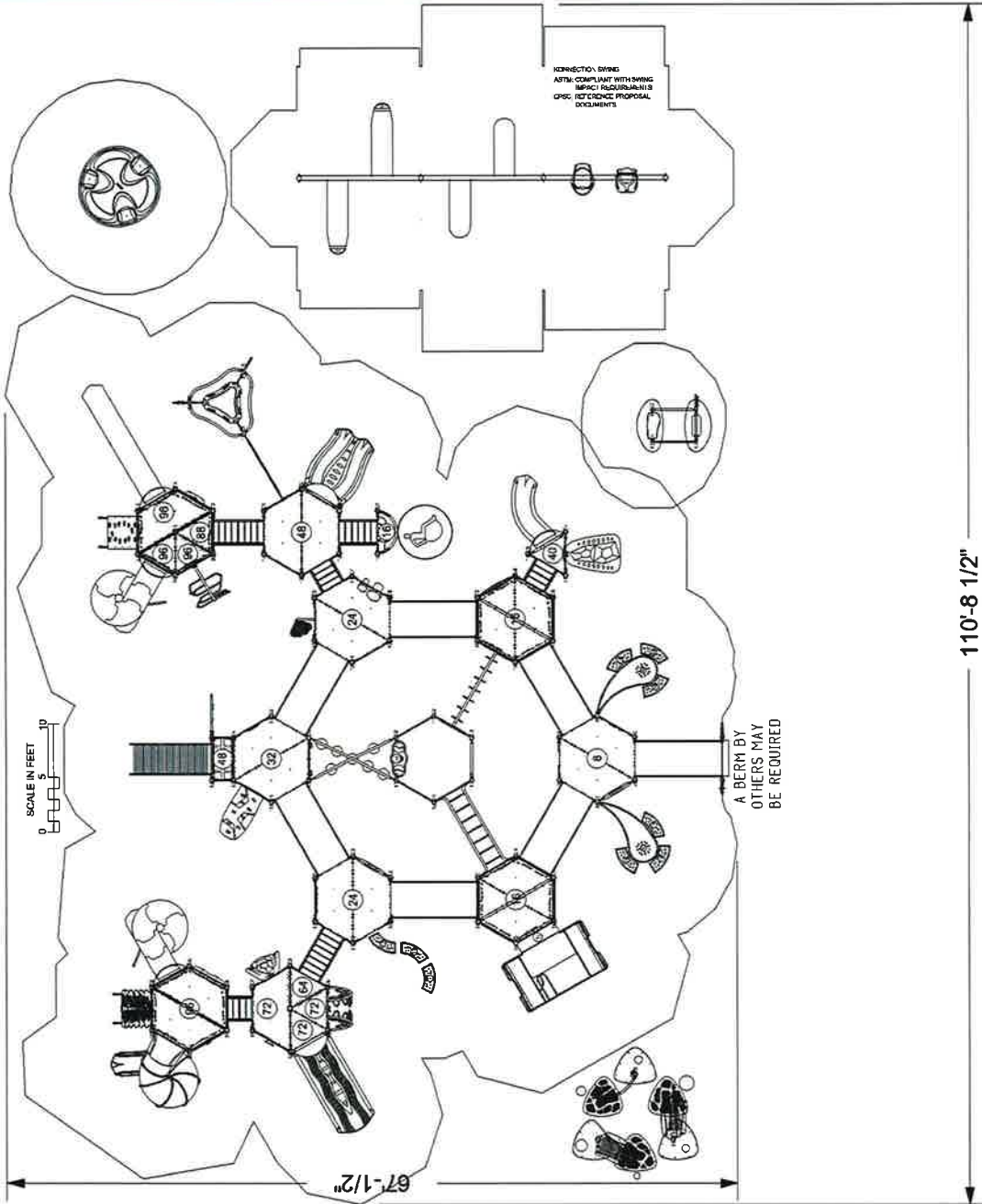
Registered
to ISO 14001



The play components identified
in this plan are IPEMA
certified. The use and layout of
these components conform to the
requirements of ASTM F1487.
To verify product certification,
visit www.ipema.org

The space requirements shown
here are to ASTM standards.
Requirements for other standards
may be different.

The use and layout of play
components identified in this plan
conform to the CPSC guidelines.
U.S. CPSC recommends the
separation of age groups in
playground layouts.



WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH
AND AROUND THIS EQUIPMENT.
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for
Public Playground Safety.
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	77	RECD: 9
NUMBER OF ELEVATED PLAY EVENTS:	34	RECD: 17
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 33	RECD: 8
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 43	RECD: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 15	RECD: 6
NUMBER OF GROUND LEVEL PLAY EVENTS:		
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:		



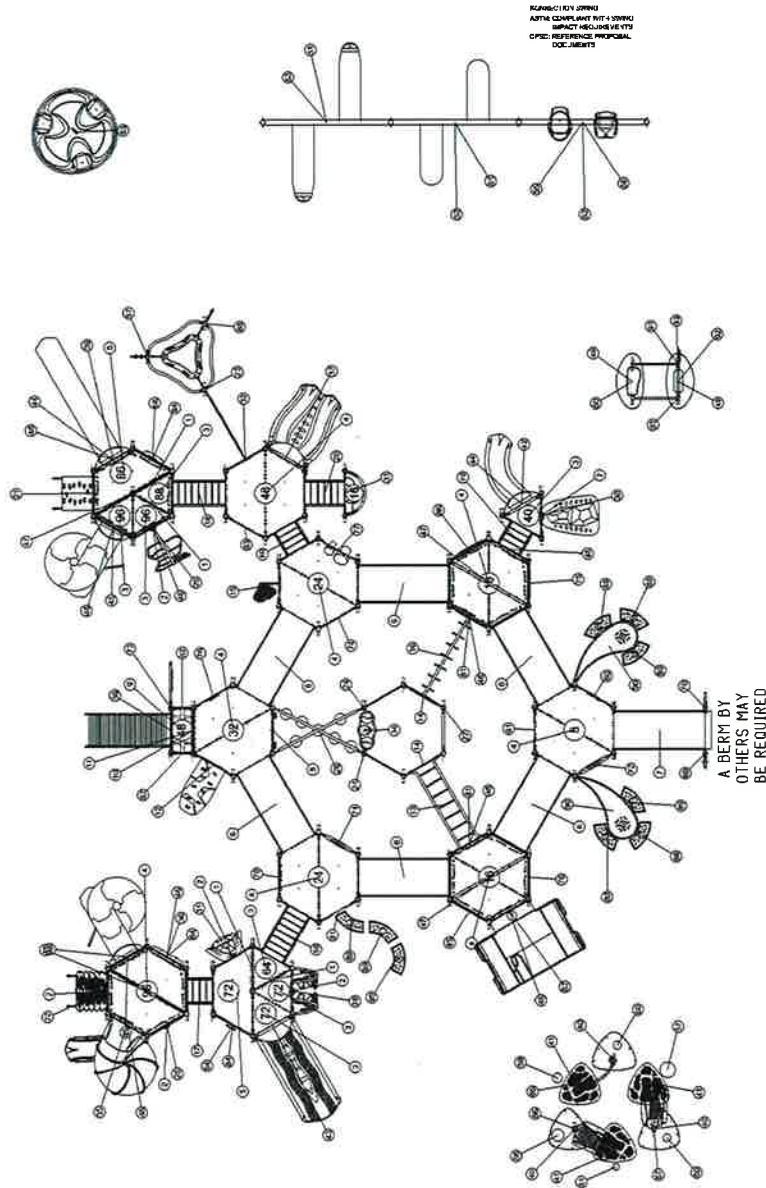
SERIES: Basics, Intensity, Nucleus, Synergy
SITE PLAN
DRAWN BY: Joel Schleis

Stonecroft Park
1500 Wall Street
Bellevue, NE 68147

December 03, 2020

Creative Sites, LLC
905-135041-2

ITEM	COMP.	DESCRIPTION
1	270-0050	8" CLOSURE PLATE
2	270-0112	UNITARY ENCLOSURE
3	270-0129	TRIANGLE PLATFORM
4	270-0131	HEXAGONAL PLATFORM S&P
5	270-0132	HALF HEXAGON PLATFORM
6	270-0221	8" RISE RAMP W/ GUARDRAILS
7	270-0223	8" RISE ENTRANCE RAMP W/ GUARDRAILS
8	270-0206	CENTER MOUNT ENCLOSURE
9	270-0290	HALF PLATFORM
10	270-0300	ABSTRACT PLATFORM LADDER
11	370-0016	GRAB BAR ASSEMBLY
12	370-0037	ASCEND ROCK CLIMBER, 32"-40"
13	370-0205	LONG HORIZONTAL OVERHEAD
14	370-0247	END RUNGS
15	370-0384	FAN CLIMBER 18" - 24"
16	370-0412	LONG STR TRIANGLE OH, DK TO
17	370-0467	24" TRANSITION STAIR W/BARRI
18	370-0469	40" TRANSITION STAIR W/BARRI
19	370-0470	24" TRANSITION STAIR W/GUAR
20	370-0471	32" TRANSITION STAIR W/GUAR
21	370-0494	STONE SLOPE CLIMBER 96"
22	370-0799	JUNGLE VINE CLIMBER 96"
23	370-0806	TRIGON TOWER
24	370-0868	TREE BRANCH CLIMBER-4
25	370-0870	TREE BRANCH CLIMBER 96"
26	370-1593	PODSTEP LINK
27	370-1616	TAKTIKS, TALL ROPE WALL
28	370-1640	CONVERGE CLIMBER 72"
29	370-1642	VERVE CLIMBER 96" DK
30	370-1644	MANITOU CLIMBER 40"
31	370-1648	MANITOU CLIMBER 72"
32	370-1652	TRANGO CLIMBER, CENTER MO
33	470-0075	HILLSIDE SLIDE ENTRANCE PLA
34	470-0101	DYNAMIC PAD
35	470-0109	COBRA SLIDE CORKSCREW LEF
36	470-0482	48" BENCH
37	470-0755	LUGE SLIDE, 48"-56"
38	470-0756	ROLLER SLIDE 48"-56"
39	470-0758	VELO XL SLIDE, 88"-96" W/O HOC
40	470-0760	SOLIS HUE POST TOPPER
41	470-0764	SOLIS POST TOPPER
42	470-0802	MONACO SLIDE, 32"-40"
43	470-0803	CONTOUR SLIDE, 64"-72"
44	470-0804	SLIDE HOOD, LOW SIDE WALL
45	470-0805	SLIDE HOOD, HIGH SIDE WALL
46	470-0808	EVOLUTION ROOF BOTTOM EDGE
47	470-0813	EVOLUTION HEX ROOF
48	470-0831	VIPER SPIRAL 96 W/O HOOD
49	490-0108	ELATION ROOF 2 POST
50	490-0175	SYNERGY POST TO POST BENC
51	550-0093	SINGLE POST SWING ASSEMBL
52	550-0094	SINGLE POST SWING ADD-ON 5'
53	550-0100	TOT SEAT, 7' & 8' PAIR, STD CH
54	550-0112	BELT SEAT, 8' PAIR, STD CHAIN
55	550-0171	FREEDOM SWING SEAT, 8' BEAN
56	550-0191	KONNECTION SWING
57	560-0055	PLAYENSEMBLE CIRQUE DRUM
58	560-0056	PLAYENSEMBLE CIRQUE DRUM
59	560-0057	PLAYENSEMBLE CIRQUE DRUM
60	560-0058	PLAYENSEMBLE CIRQUE DRUM
61	560-0059	PLAYENSEMBLE CIRQUE DRUM
62	560-0663	CRUISER WITH ADAPTER
63	560-2579	VOLTA INCLUSIVE SPINNER
64	570-0334	PIPE WALL
65	570-0410	PLAYENSEMBLE TITAN CHIMES
66	570-0411	PLAYENSEMBLE SUPINE CHIME
67	570-0412	PLAYENSEMBLE TERRA METAL
68	570-0620	BURKE MART PANEL BELOW PL
69	570-0716	CLICKER ACTIVITY PANEL



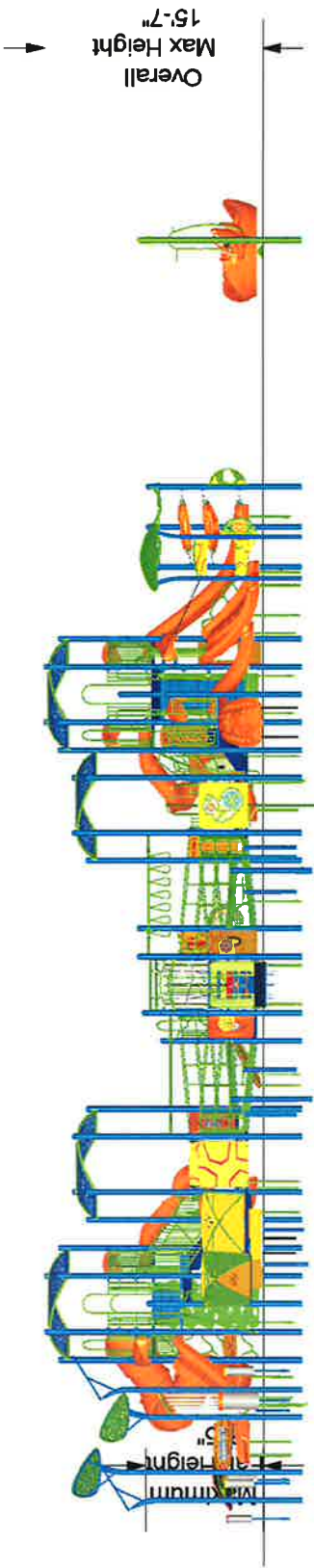
Burke

December 03, 2020

SERIES: Basics, Intensity, Nucleus, Synergy
 COMPONENT PLAN
 DRAWN BY: Joel Schleis

Stonecroft Park
 1500 Wall Street
 Bellevue, NE 68147

Creative Sites, LLC
 905-135041-2



The protective surfacing for this design must accommodate the critical fall height.



December 03, 2020

SERIES: Basics, Intensity, Nucleus, Synergy

Stonecroft Park

Creative Sites, LLC

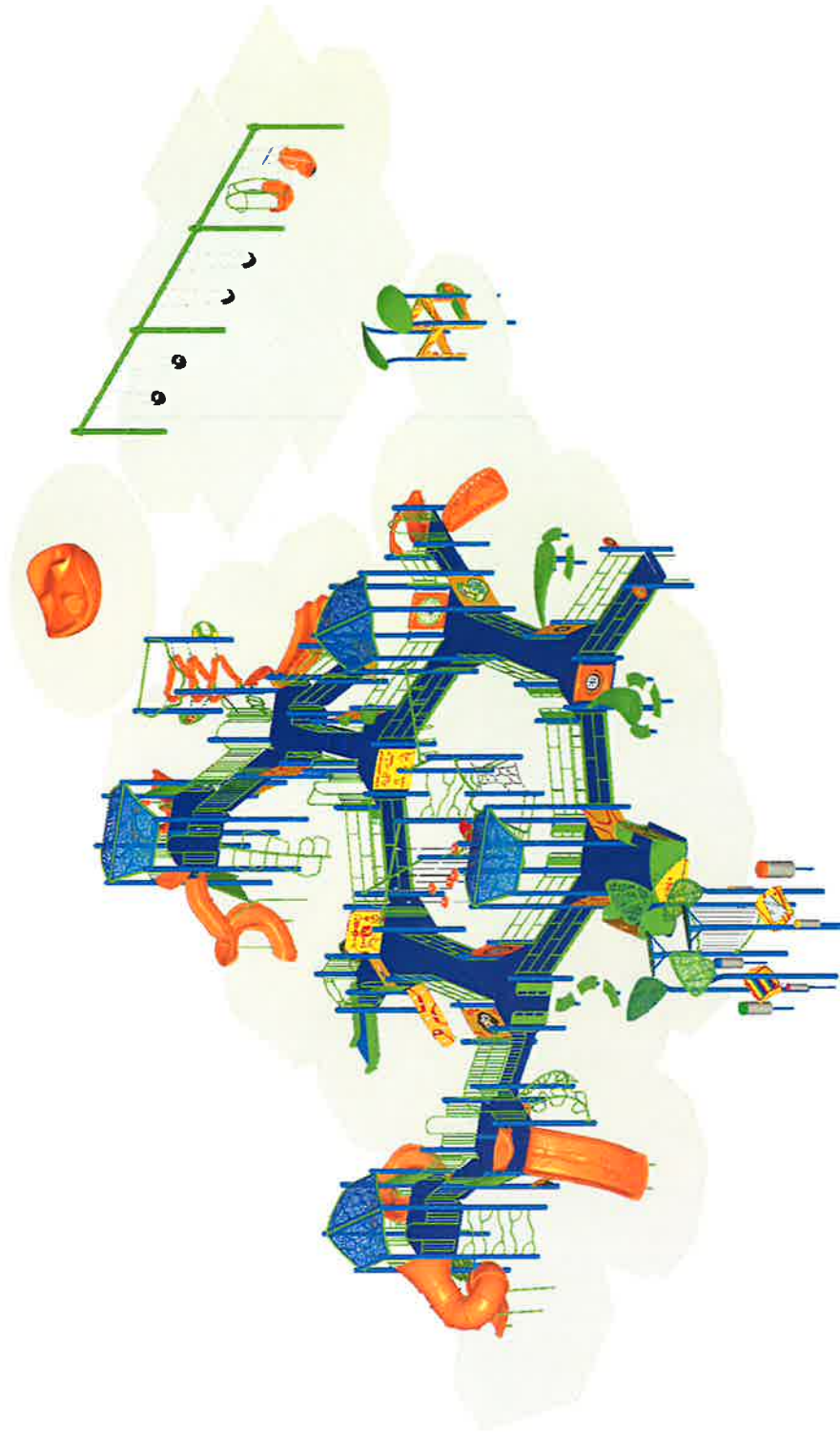
ELEVATION PLAN

1500 Wall Street

905-135041-2

DRAWN BY: Joel Schleis

Bellevue, NE 68147



Burke

December 03, 2020

SERIES: Basics, Intensity, Nucleus, Synergy

Stonecroft Park

Creative Sites, LLC

ISOMETRIC PLAN

1500 Wall Street

905-135041-2

DRAWN BY: Joel Schleis

Bellevue, NE 68147

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

PROPOSAL #1905-135041-2

STONECROFT PARK - OPTION 2

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250



COLOR KEY

NET	●
LINE	●
YELLOW	●
ORANGE	●
RED	●
BLUE	●
YELLOW/RED	●
BLUE/YELLOW	●
ORANGE/BLUE	●



PROPOSAL #1905-135041-2

STONECROFT PARK - OPTION 2

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Creative Sites
PLAY THAT MOVES YOU

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
12/15/2020

COUNCIL MEETING DATE: 12/15/2020		SUBMITTED BY: Dean Dunn, Interim Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Nebraska Department of Transportation Maintenance Agreement No. 5

SYNOPSIS/BACKGROUND:

Yearly renewal of the agreement between the City of Bellevue and Nebraska Department of Transportation for reimbursement in the amount of \$21,859.20 for Highway 370 maintenance covering the January 1, 2021 through December 31, 2021 time period.

FISCAL IMPACT: \$21,859.20 *DKV* BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Maintenance Agreement No. 5

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: 10-15-4033

RECOMMENDATION:

City Council approve and authorize the Mayor to sign Maintenance Agreement No. 5 between the City of Bellevue and Nebraska Department of Transportation for reimbursement in the amount of \$21,859.20.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 5
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Bellevue
Municipal Extensions in Bellevue

We hereby agree that Maintenance Agreement No. 5 described above be renewed for
the period January 1, 2021 to December 31, 2021.

All figures, terms and exhibits to remain in effect as per the original agreement dated
January 1, 2016 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____,

ATTEST: City of Bellevue

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____,

ATTEST: State of Nebraska

District Engineer, Department of Transportation

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	<u>1st Class Cities</u>	<u>2nd Class Cities & Villages</u>
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	<u>1st Class Cities</u> > 40,000	<u>1st Class Cities</u> < 40,000	<u>2nd Class Cities</u>
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Bellevue

Date: 1/1/21

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 8.64 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,530.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

8.64 lane miles x \$2,530.00 per lane mile = \$21,859.20.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

Other (*Explain*)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

City of Bellevue

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

Neb. rev. Stat. 39-1339
and Neb. Rev. Stat. 39-2105

DESCRIPTION	HWY NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	CITY
West City Limits 48th Street to 25th Street	370	13.40	15.46	2.06	4	8.24	8.24	
Hwy75 Bridge to Hwy 75 North off Ramp	370	16.06	16.16	0.10	4	0.40	0.40	
Total Lane Miles						8.64	8.64	

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 5 QE 1120 Supp 2
Maintenance Agreement between the Nebraska Department of Roads and the
Municipality of Bellevue
Municipal Extensions in Bellevue

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Timothy W. Weander, Department of Roads, Bellevue, Nebraska.

ATTEST: _____ day of _____, 20.

City Clerk

Mayor/Designee

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Roads

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____