

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

Tuesday, May 18, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Walter Hooker, Bellevue Christian Center, 1400 Harvell Drive, Bellevue
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda *(Items marked with an (\*) are approved where this item is, unless otherwise removed)*
    1. (\*) Approval of the May 4, 2021 City Council Minutes
6. (\*) APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
  - a. Naming of tennis courts at Everett Park after Mr. Bill Batchelor, in remembrance of his commitment to the City of Bellevue.
8. ORGANIZATIONAL MATTERS:
  - a. (\*) Recommend appointment of Lisa Pietsch to the Citizens Complete Street Advisory Panel, for a four-year term, ending May 2025. (Mayor)
  - b. (\*) Recommend appointment of Erin Holmes to the Library Advisory Board, to serve remaining term of Katie Peterson ending June 30, 2024. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: None
  - a. +++ Item Removed +++
10. LIQUOR LICENSES:
  - a. Recommend approval of application for Brian J. Fox as Manager for Cornhusker Quick Stop Inc. dba "Cornhusker Quick Stop" at 10209 S. 25th Street, Bellevue. (City Clerk)
  - b. Recommend approval of a Special Designated Liquor License (SDL) for St. Bernadette Catholic Church to sell beer at a Church Raffle Dinner to be held at 7600 South 42nd Street, Bellevue, on July 10, 2021 from 4:00 p.m. to 10:00 p.m. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading): None
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
  - a. Ordinance No. 4037: An Ordinance to add new sections to Chapter 6 regarding leash and muzzle requirements for pit bull breeds, breed ambassadors, insurance, and the NHS annual reporting procedures. (Councilman Burns)
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4038: An ordinance to reflect pay ranges for employees of the City that are covered under approved collective bargaining agreements and those positions that are unclassified. (HR Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: None
15. RESOLUTIONS:
  - a. Resolution No. 2021-12: Request to approve the Redevelopment Plan for Lots 1 through 6, Block 130, Bellevue, and the Vacated Avenue Adjacent. Applicant: Ivy Properties, Inc. General Location: 2009 Franklin Street. (Planning Manager)
  - b. Resolution No. 2021-13: A resolution adopting the Sarpy County and Cities Wastewater Agency Resolution 2020-013 - A resolution adopting and approving the policies and procedures implementing the Growth Management Plan for the Sarpy County and Cities

Wastewater Agency and authorize the Mayor to sign. (City Administrator)

c. Resolution No. 2021-14: A resolution adopting the Sarpy County and Cities Wastewater Agency Resolution 2020-014 - A resolution adopting and approving a revised sewer user rates and connection fees schedule and establishing related policies and procedures for the unified SSWS for Land Development within the agency's jurisdiction and authorize the Mayor to sign. (City Administrator)

16. CURRENT BUSINESS:

a. Approve and authorize Mayor to sign Interlocal Agreement Between the Cities and Sarpy County regarding jail facilities, prosecutorial functions, and other services. (City Administrator)

b. Request to approve funding for the Bellevue B Cycle project, in an amount not to exceed \$57,168.00. (Planning Manager)

c. Recommend approval to purchase new laptops and printers for the cruisers, in an amount not to exceed \$141,026.05. (Police Chief)

d. Approve and authorize the Mayor to sign agreement with DPS, LLC for the Keystone Trail Repairs South of Hwy 370 Project, in an amount not to exceed \$91,126.05 plus a 10% contingency of \$9,112.61, for a total project cost of \$100,238.66. (Public Works Director)

e. +++ Approve and authorize Mayor to sign Interlocal Agreement with Sarpy County and Cities Wastewater Agency. (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 - May report will be attached to June 1st Council Packet).**

18. CLOSED SESSION:

19. ADJOURNMENT

# MINUTE RECORD

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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 18<sup>th</sup> of May 2021, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

Notice of this meeting was given in advance thereof by publication in the Gretna 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 Walter Hooker, Bellevue Christian Center, 1400 Harvell Drive, gave the invocation.

## **OPEN MEETINGS ACT**

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

## **APPROVAL OF THE AGENDA**

**Motion** was made by Burns, seconded by Welch, to approve the agenda. Roll call to approve the motion 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** was made by Cook, seconded by Burns, to approve the consent agenda, consisting of the following items: Approval of May 4, 2021 City Council Minutes; Approval of Claims; Recommend appointment of Lisa Pietsch to the Citizens Complete Street Advisory Panel, for a four-year term, ending May 2025; and Recommend appointment of Erin Holmes to the Library Advisory Board, to serve remaining term of Katie Peterson ending, June 30, 2024.

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.

## **SPECIAL PRESENTATIONS:**

### **Naming of tennis courts at Everett Park after Mr. Bill Batchelor, in remembrance of his commitment to the City of Bellevue.**

Mr. Thomas Deall, owner/operator Chick-fil-a, Bellevue, was present to officially request the naming of the tennis court at Everett Park after Mr. Bill Batchelor. The City will work on getting some additional information and make sure the City is in compliance with the City Code on this process.

## **ORGANIZATIONAL MATTERS: None**

## **APPROVED CITIZEN COMMUNICATION: None**

## **LIQUOR LICENSES:**

### **Recommend approval of application for Brian J. Fox as Manager for Cornhusker Quick Stop Inc. dba "Cornhusker Quick Stop" at 10209 S. 25th Street, Bellevue. (City Clerk)**

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

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

**Motion** was made by Cook, seconded by Welch, to recommend approval of application for Brian J. Fox as Manager for Cornhusker Quick Stop Inc. dba "Cornhusker Quick Stop" at 10209 S. 25th Street, Bellevue.

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

### **Recommend approval of a Special Designated Liquor License (SDL) for St. Bernadette Catholic Church to sell beer at a Church Raffle Dinner to be held at 7600 South 42nd Street, Bellevue, on July 10, 2021 from 4:00 p.m. to 10:00 p.m. (City Clerk)**

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application. Applicant was present to answer any questions.

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

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the public hearing closed.

**Motion** was made by Cook, seconded by Welch, to recommend approval of a Special Designated Liquor License (SDL) for St. Bernadette Catholic Church to sell beer at a Church Raffle Dinner to be held at 7600 South 42nd Street, Bellevue, on July 10, 2021 from 4:00 p.m. to 10:00 p.m.

**ORDINANCES FOR ADOPTION (Third Reading): None**

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

**Ordinance No. 4037: An Ordinance to add new sections to Chapter 6 regarding leash and muzzle requirements for Pit Bull breeds, breed ambassadors, insurance, and the NHS annual reporting procedures. (Councilman Burns)**

Ordinance No. 4037: An ordinance to amend Article II, Chapter 6, of the Bellevue Municipal Code by adding a new Section 6-24 through 6-27 regarding leash and muzzle requirements for pit bull breeds, breed ambassadors, proof of insurance, animal control authority's annual reporting to City Council and to provide an effective date was read by title only for the second time.

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.

Ms. Heather Noyes, 1311 Sunbury Drive, Bellevue, Director and Founder of Harbor of Hope Dog Rescue. She is opposed to the proposed ordinance. She requested those in the audience in the opposition to raise their hands. Those in opposition raised their hands. She stated instead of focusing on policies, focus on providing education opportunities and training for dog owners. Ms. Noyes advised she would like to partner with the City to provide education opportunities, training, and resources to pet owners. This would enable them to be more responsible and to recognize, what is needed, to keep both the dogs and public safe. By offering low-cost vaccinations, micro-chipping, spay and neuter clinics, barriers will be removed to allow those not able to provide adequate medical care to their pets. She stated humans are the ones who need to be educated, not muzzle the dogs. If there is a dangerous dog, Chapter 6 of the Bellevue City Code addresses the requirements in Chapter 18.

Mayor Hike requested the proponents in the audience to raise their hand. No audience members raised their hand.

Ms. Jyssica Perez, 1214 Wilroy Road, Bellevue, advised she was present as a citizen and pet owner. She explained she was a victim of a dog bit when she was ten years old. She received eleven stitches to her face. She stated even as a child and after that incident, she did not fear all dogs, because not all dogs are dangerous. Ms. Perez stated she is an owner of a Pit Bull and works daily on training her dogs. She stated muzzles and harnesses are tools. Any tools used incorrectly can cause harm. A muzzle fitted improperly can restrict breathing and panting. This can cause fear and anxiety. A harness not fit properly can cause chest and front limb injuries. An incorrect size can cause the dog to slip out. Ms. Perez stated gates or doors may accidentally be left open. Accidents happen. She questioned what she is supposed to do if she has her dog leashed and muzzled and is approached by an aggressive dog who is not. There is no way for her dog to defend her or itself. She questioned who will be trained on these specific breeds.

Ms. Bridgette Williams-Fulton, 906 Inverness Court, Apt. 903, Bellevue, advised she is a dog trainer who works with breeds listed in the ordinance. She stated the muzzles on Bully breeds is a waste of time unless it is on an aggressive dog.

Ms. Kayla Howard, 6606 South 75<sup>th</sup> Avenue Circle, Ralston, distributed to the City Clerk a piece of paper to hand out to each City Council member. She explained each paper had a picture of three dogs on it. She asked each Council Member to circle and identify which dog is not a Pit Bull. She asked the Council Members to raise their hands if they circled dog #1. She stated that dog looks like a Lab but is 50% Pit Bull. Dog number two is 25% Pit Bull and dog number three is 0%. She advised all dogs have been DNA tested. She explained just by looking at a dog, you cannot always tell if it is or is not a Pit Bull. She mentioned she opposes the proposed ordinance.

Ms. Lindsey Gegzna, 14903 S. 22<sup>nd</sup> Street, Bellevue, advised she had previously sent an email to the Council Members. She stated she would like to address the misconceptions, regarding Pit Bulls and bully breeds, in regard to their temperament. She stated each dog, regardless of breed, should be treated as an individual. She explained according to Temperament Testing Society, Pit Bulls scored within 85%. She noted all dogs need socialization to have a well-rounded temperament. Muzzling a dog inhibits the socialization. She advised millions of dogs fall under the Pit Bull category, regardless of their DNA. Ms. Gegzna requested the Council to do their research and base their decision on facts and not fear.

Mr. Marcus Sladek, 504 Edgewood Court, Bellevue, stated he and his wife oppose the proposed ordinance. He mentioned he is the owner of a two-year-old Pit Bull. He explained his dog was adopted through Nebraska Humane Society (NHS). NHS labeled his dog as a boxer pit mix. He has not had DNA testing on the dog to determine the breed due to legislation such as this ordinance. Mr. Sladek explained he has spent thousands of dollars and countless hours on training and classes for their dog. He advised he believes there are problems with breed identification. He stated all dogs are adherently dangerous.

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Ms. Alicia James, 1812 Hancock Street, Bellevue, spoke in opposition. She stated this a reactionary legislation and that is not what Bellevue is about. She advised the American Kennel Club (AKC), American Veterinary Medical Association (AVMA), National Animal Care and Control Association (NACA), and several other organizations all have very clear statements against breed specific legislation. Ms. James advised the US and worldwide are starting to overturn such legislation. There are also bands on breed specific legislation. She stated this ordinance doesn't allow for an appeal system. There is a current ordinance in place for dangerous dogs.

Mrs. Barbara O'Donnell, 11902 Jake Circle, Bellevue, advised the American Disabilities Act (ADA) is opposed to this specific legislation. Her dog, which was with her in the Council Chambers, is a Rottweiler. Rottweilers were formerly known as vicious dogs. She mentioned she qualifies under ADA and she should be allowed to have a service dog to meet her needs and her disability. Owners have the responsibilities to know their dogs and know their temperaments. Mrs. O'Donnell mentioned she has another Rottweiler at home. This dog is muzzled when she leaves the house because she is not trustworthy.

Councilman Welch requested the name of the dog present in the Chambers. Mrs. O'Donnell replied his name is Carl. She explained because he is a service animal, he has another name. The purpose of the name Carl is to not distract him from his job. Conversation ensued.

Ms. Christine Vance, 12732 S. 83<sup>rd</sup> Street, Papillion, commented the AVMA states that breed specific legislation does not address irresponsible ownership. It gives a false sense of security and reduces the emphasis on appropriate socialization and training of all dogs. Money would be better spent enforcing proven solutions or promoting responsible pet ownership. NHS does not need additional legislation to enforce.

Mr. Bill O'Donnell, 11902 Jake Circle, Bellevue, stated certain breeds are labeled in this ordinance. He believes that will take the city down a slippery slope. He referred to mixed breed dogs who have been trained as police dogs. He questioned if the dogs will be required to be muzzled when they are not working as a police dog. They have been trained to bite and grab to detain suspects. Every dog has its own personality, just like people. We are products of the training and the parenting we received. Dogs are products of their experience with humans. He feels this proposed ordinance is opening the city up to legal actions by not allowing these breeds to do their service as service dogs.

Ms. Roberta Cisar, 14207 S. 34<sup>th</sup> Street, Bellevue, stated any dog can bite regardless of its size or breed. No law can prevent dog bites. The proposed ordinance is discriminatory against dogs as well as their owners. Dogs can be more aggressive if they are unaltered, unsupervised, not trained or not socialized around people or other dogs. The Humane Society of the United States opposes breed legislation. This ordinance targets three specific breeds. Identifying a dog that has those breeds is difficult and costly. Resources for families on training to reduce dog bites would be more effective.

Ms. Robin Keller, 305 Rexroad Pl., Bellevue, stated given the bite records for the city listed in the agenda she is perplexed this ordinance is being presented. According to the list, the targeted breed, has eight bites out of 150 bites in the year of 2020 for the City of Bellevue. According to the AVMA, based on behavioral assessments and owner surveys, the breeds that were more aggressive towards people were small to medium sized dogs. Owners with Pit Bulls deal with a strong breed stigma. However, controlled studies have not identified this breed group disproportionately dangerous in anyway. Pit Bull type dogs are not implicated in controlled studies. If breeds are to be targeted, several other breeds would be included, such as German Shepherds. Ms. Keller requested all audience in opposition to raise their hands again. Those in opposition raised their hands. She commented if dangerous dogs are the issue, address the dangerous dogs of all breeds and enforce the current ordinance. Ms. Keller stated to the Council to be the leaders who represent the community and vote against the ordinance. Bellevue needs growth for the community, not a breed specific ban.

Mr. Randy Powers, 807 W. Mission Avenue, Bellevue, addressed some myths about Pit Bulls. First, Pit Bulls do not have lock jaw. No dog has a dog that can lock. Second, Pit Bulls are Nanny Dogs. They are protective of their pack, but no dog is a Nanny dog. Mr. Powers commented any dog can be dangerous. The blame should be put on irresponsible pet owners.

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.

Council President Cook mentioned Mr. Steve Glandt, Vice President of Field Operations with NHS, and Ms. Nancy Hintz, Director of NHS, are present for any questions. Council President Cook thanked Mr. Glandt for the information he provided for the meeting.

Council President Cook thanked Ms. Heather Noyes for the discussion she had with him and Councilman Stinson after the last meeting. There was discussion regarding proactive items and events for the community.

Council President Cook advised there are over 9,400 dogs licensed in the City of Bellevue. He clarified there were 125 dog bites. He feels it is the responsibility of the owners. He thanked the audience for coming.

Councilman Stinson stated he has reviewed the current ordinance and the proposed ordinance. The proposed ordinance matches the current ordinance regarding dangerous dogs. The problem with the proposed ordinance is it puts the cart in front of the horse. You should not punish dogs for something they have not done. You would not do that to a human being. He stated there is an ordinance already on the books which should not be used

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any the dog has shown it is a dangerous animal.

Councilman Preister questioned Mr. Glandt if he could validate if he agrees if it is difficult to identify Pit Bulls and how they are identified. Mr. Glandt stated it is true and a challenge to identify them based on appearance only.

Ms. Nancy Hintz advised NHS has a breed evaluator on staff who has been there for twelve years. She looks at all the criteria that would identify a Pit Bull breed as a majority. Each of the breed listed in the ordinance has a set of guidelines that would need to be followed to identify each breed. The evaluator looks at the head of the animal, the tail, the ears, the eyes, and the distance between the eyes. It is a fine art. Technically if you go through the technical definition of these animals and their breed evaluation forms, they are not Pit Bulls. It is subjective and NHS does their best to identify the breeds.

Councilman Preister questioned how the ordinance has worked for Omaha. Ms. Hintz explained the data over the last twelve to thirteen years indicates the bites from Pit Bulls has decreased by about 4%. NHS has identified two reasons for this decline. The first reason being owner compliance with the law. The second reason is less animals are being identified as these breeds. Therefore, there would be less bites and less data on those breeds. Discussion followed.

Councilman Preister questioned if spay and neutered can be required. Ms. Hintz replied the City of Omaha does not require it. Omaha does charge a higher license fee if the pet is not altered. Research shows neutering does help with unruly behavior. Councilman Preister questioned if Bellevue also charges a higher license fee for dogs who are not altered. Ms. Hintz responded yes.

Councilman Preister questioned if NHS has heard breed specific laws are being overturned. Ms. Hintz mentioned Denver, Colorado overturned the full on ban they had on Pit Bull breeds. She stated in Omaha the law was put in as a compromise to prevent a full ban of the Pit Bull breeds.

Councilman Preister questioned NHS if they agree with the organizations and groups, who were identified early, who have said breed specific ordinances are not good. Ms. Hintz stated it is hard to answer that question formerly on behalf of NHS. The agencies mentioned early have wonderful reputations and have done their research. NHS utilizes their research when they need it.

Councilman Preister mentioned the earlier comments of irresponsible owners and lack of education and training for the owners. He questioned how those owners can be reached. Mr. Glandt advised the problem is most of what NHS does is reactionary. When a dog bites, an animal control officer shows up, then enforces the aspect of the incident that applies. He stated responsible ownership is top of the chain. He stated the big issue is owners who fail their pets. Mr. Glandt advised NHS sees more bites from in home bites and from dogs getting loose. A muzzle law will be hard to control those scenarios. He believes when it comes to educating people it will need to be a community effort.

Councilman Preister questioned if the Omaha ordinance has strained NHS's resources. Mr. Glandt replied any requirements or ordinances added creates a further strain. Discussion followed.

Councilman Preister mentioned he sees dogs regularly not on leashes and not observing the leash law. He questioned NHS if they have any suggestions on how to get residents to keep their dogs on leashes, vaccinate them, and license them. Ms. Hintz replied it is difficult. NHS does make efforts to help people and has programs to help pay for licensing. She stated if an animal is licensed that means it has a rabies vaccination which is key. Having a rabies vaccination would allow the animal to stay at home if there is a quarantine due to a bite.

Council President Cook mentioned the City of Bellevue's tv channel would be a good place to put information. He suggested NHS compile a flyer with helpful information to pass along to the City's Communications Department for the public.

Mayor Hike requested clarification if the 125 dog bites in 2020 are from Potentially Dangerous Dogs (PDD). Mr. Glandt replied that is the aggregate total of dog bites. Then there are 25 cat bites to reach the total of 150. Mayor Hike questioned how many bites of the 125 were dangerous dogs. Mr. Glandt stated in 2021, there were 5 and in 2020 there were 11 PDD's. He explained a bite does not automatically qualify for a PDD. Mayor Hike mentioned the PDD for the number of bites is pretty low. He questioned if half of those appeal the PDD declaration. Mr. Glandt stated about 70% appeal to NHS. If NHS denies them, then they can come before the City's Board of Health. Mr. Glandt stated active PDD's in Bellevue are four Pits Bulls, three Shepherds, and one Boxer. The PDD last two years. Discussion followed.

Councilwoman Welch stated accidents do happen. You may have the best dog. You may have trained the dog. You may have leashed the dog. However, sometimes an accident occurs. She stated you cannot legislate morality and the dogs should not be punished for what they have done.

Councilman Burns requested NHS explain the background in Omaha that sparked the ordinance they have in place for bully breeds. Ms. Hintz replied to her recollection, there was an incident which involved a young child that had been bitten by pit bull breed. The young child had significant damage to her face. Councilman Burns questioned if the young child was one year old Charlotte Blevins and her mom is Wendy Blevins who advocated for the ordinance. Ms. Hintz replied she believes so. Councilman Burns advised Charlotte had to have nine surgeries by the time she was in first grade.

Councilman Burns stated he respects every single one of the members in the audience. He stated they

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may not agree on this issue, however the City of Bellevue has a responsibility for public safety. Citizens should be able to walk down the street and children should be safe. Nobody should have to worry about being attacked.

Councilman Burns explained a Bellevue taxpayer was recently walking her dog on a leash. Another resident was walking his Pit Bull on a leash and he lost control. His dog attacked her dog. The lady's Sheltie rolled over in submission and was attacked by the Pit Bull. When the gentleman reached the dogs and tried to pull his dog off, the Pit Bull's face with covered with blood from the Sheltie. At the end of this incident the dogs involved had to both be euthanized. There may be another dog to be euthanized. Two people lost beloved pets. This is a situation that should have been avoided. Councilman Burns commented people should feel safe walking. He appreciates and respects the comments. He requested the City Council put themselves in the person's shoes who had to watch this happen to their dog.

Mayor Hike requested clarification from Councilman Burns if this is the situation is the one that happened to a pet owner who was walking three or four dogs at the same time. Councilman Burns replied yes. Mayor Hike stated he sits on the Board of Health. Every case he has heard that has become before the Board of Health to appeal NHS' decision, it has clearly been the owner's fault. The responsibility lies on the owner. He hates to put the label of a dangerous dog on a dog when it should be a dangerous owner. Mayor Hike stated maybe the owner should be penalized more instead of the animal. Discussion followed.

Ms. Kelli Brown stated she had over 20 years in the positions of Animal Control Officer and Investigator for NHS, and acknowledged that those present at the meeting are responsible pet owners. The owners who are not present at the meeting, are the ones to worry about. She clarified a comment made earlier regarding Pit Bulls. Pit Bulls are not more predisposed to attacking than any other dog, which is false. They do not have locking jaws and are not a monster of an animal. They are a very tenacious breed and that is what makes them dangerous. If they do become involved in an attack it could be more devastating. Ms. Brown explained being an animal control officer is a reactive job. She is only there is an animal does something. In this situation, the proposed ordinance is trying to be proactive to ensure the animals do not cause injury. She stated children and other pets who be affected by the proposed ordinance. There are animals who will be punished even though they have not done anything wrong. There could also be pets and children who could be killed or mullied if the ordinance does not pass. If owners do not want to muzzle their dogs, then they should have their dogs trained. The dogs should go through breed ambassador programs. An owner should take liability insurance out and could spay and neuter their dogs. Ms. Brown advised if statistics are going to be looked at, regarding bully breeds, national statistics should be reviewed. She advised this ordinance does allow the city to be proactive in the community. At the same time, it does not stop the fatal in-home attacks.

Mayor Hike stated the third and final reading of the ordinance will be heard at the Council meeting on June 1, 2021.

## **ORDINANCES FOR INTRODUCTION: (First Reading):**

**Ordinance No. 4038: An ordinance to reflect pay ranges for employees of the City that are covered under approved collective bargaining agreements and those positions that are unclassified. (HR Director)**

Ordinance No. 4038: An Ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 3997; and providing for an effective date was read by title only for the first time and scheduled for a public hearing at the Council meeting on June 1<sup>st</sup>.

**PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:** None

## **RESOLUTIONS:**

**Resolution No. 2021-12: Request to approve the Redevelopment Plan for Lots 1 through 6, Block 130, Bellevue, and the Vacated Avenue Adjacent. Applicant: Ivy Properties, Inc. General Location: 2009 Franklin Street. (Planning Manager)**

**Motion** was made by Burns, seconded by Stinson, to approve Resolution No. 2021-12: Request to approve the Redevelopment Plan for Lots 1 through 6, Block 130, Bellevue, and the Vacated Avenue Adjacent.

Council President Cook questioned how many levels the building will be. Mrs. Tammi Palm, Planning Manager replied three stories. There will be a garage and two levels above the garage.

Council President Cook questioned if the current building on the site will be removed. Ms. Palm replied that will be done in phase two. The plan as of now is to leave it as a commercial building and completely rehabilitate it. The vacant property to the north is where the proposed building will be located.

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

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**Resolution No. 2021-13: A resolution adopting the Sarpy County and Cities Wastewater Agency Resolution 2020-013 - A resolution adopting and approving the policies and procedures implementing the Growth Management Plan for the Sarpy County and Cities Wastewater Agency and authorize the Mayor to sign. (City Administrator)**

**Motion** was made by Cook, seconded by Welch, to approve Resolution No. 2021-13: A resolution adopting the Sarpy County and Cities Wastewater Agency Resolution 2020-013 - A resolution adopting and approving the policies and procedures implementing the Growth Management Plan for the Sarpy County and Cities Wastewater Agency and authorize the Mayor to sign.

Mr. Jim Ristow, City Administrator, advised the additional phase of the program was the Wastewater Treatment Plant was going to be put in Springfield. Late fall last year the route was shifted to the facility in Bellevue. This redefined Bellevue's growth management, what the rates would be, and the existing infrastructure. Conversation ensued.

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

**Resolution No. 2021-14: A resolution adopting the Sarpy County and Cities Wastewater Agency Resolution 2020-014 - A resolution adopting and approving a revised sewer user rates and connection fees schedule and establishing related policies and procedures for the unified SSWS for Land Development within the agency's jurisdiction and authorize the Mayor to sign. (City Administrator)**

**Motion** was made by Welch, seconded by Burns, to approve Resolution No. 2021-14: A resolution adopting the Sarpy County and Cities Wastewater Agency Resolution 2020-014 - A resolution adopting and approving a revised sewer user rates and connection fees schedule and establishing related policies and procedures for the unified SSWS for Land Development within the agency's jurisdiction and authorize the Mayor to sign. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**CURRENT BUSINESS:**

**Approve and authorize Mayor to sign Interlocal Agreement Between the Cities and Sarpy County regarding jail facilities, prosecutorial functions, and other services. (City Administrator)**

**Motion** was made by Stinson, seconded by McCaw, to approve and authorize Mayor to sign Interlocal Agreement Between the Cities and Sarpy County regarding jail facilities, prosecutorial functions, and other services. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**Request to approve funding for the Bellevue B Cycle project, in an amount not to exceed \$57,168.00. (Planning Manager)**

**Motion** was made by Preister, seconded by Burns, to approve funding for the Bellevue B Cycle project, in an amount not to exceed \$57,168.00.

Councilman Preister mentioned half of this will be paid by the NRD through a grant. There is also a \$350,000 grant applied, along with a GoFundMe Page.

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

**Recommend approval to purchase new laptops and printers for the cruisers, in an amount not to exceed \$141,026.05. (Police Chief)**

**Motion** was made by Stinson, seconded by Welch, to approve to purchase new laptops and printers for the cruisers, in an amount not to exceed \$141,026.05. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**Approve and authorize the Mayor to sign agreement with DPS, LLC for the Keystone Trail Repairs South of Hwy 370 Project, in an amount not to exceed \$91,126.05 plus a 10% contingency of \$9,112.61, for a total project cost of \$100,238.66. (Public Works Director)**

**Motion** was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign agreement with DPS, LLC for the Keystone Trail Repairs South of Hwy 370 Project, in an amount not to exceed \$91,126.05 plus a 10% contingency of \$9,112.61, for a total project cost of \$100,238.66. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, May 18, 2021, Page 7

**Approve and authorize Mayor to sign Interlocal Agreement with Sarpy County and Cities Wastewater Agency. (Public Works Director)**

**Motion** was made by Cook, signed by Welch, to approve and authorize the Mayor to sign Interlocal Agreement with Sarpy County and Cities Wastewater Agency. Roll call vote on motion to approve was 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 – May report will be attached to June 1<sup>st</sup> Council Packet.)**

**CLOSED SESSION:** None

**ADJOURNMENT:**

There being no further business to come before the Council at this time, on motion by Stinson, seconded by Preister, the meeting was adjourned at 7:48 p.m.

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

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Susan Kluthe, City Clerk

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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 May 18, 2021; 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.

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Susan Kluthe, City Clerk

# MINUTE RECORD

\*6a.  
5/18/2021

## CLAIMS FOR MAY 18, 2021

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### MAYOR

CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	11.56
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	52.99
		<hr/>
		\$ 64.55

### CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	100.26
CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	22.37
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	4,641.90
JTAC-STATE OF INDIANA	CPS-FRAUDULANT CHARGES TO BE CREDITED	575.22
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	43.18
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	78.82
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	90.72
THE SPECIAL RESTAURANT	CPS-MEETING FOR FT CROOK RE-DEVELOPMENT	62.98
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	146.36
		<hr/>
		\$ 5,761.81

### CITY COUNCIL

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	814.39
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	111.28
		<hr/>
		\$ 925.67

### LEGAL

CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	22.75
DROP BOX	CPS-LEGAL FEES	19.99
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	2,362.64
J P COOKE COMPANY	NAME PLATE FOR ASSISTANT ATTORNEY	24.70
NEBRASKA.GOV	CPS-SUBSCRIPTION	253.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	28.57
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	42.66
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	60.48
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	90.99
UNITED STATES POSTAL SERVICE	CPS-MAILING CHARGE	15.70
		<hr/>
		\$ 2,921.48

### CABLE ADVISORY

CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	7.71
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/04/19-2021/05/18	9.04
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	3,857.20
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	23.71
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	30.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	60.48
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	49.99
		<hr/>
		\$ 4,038.13

### CITY CLERK

CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	11.56
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	1,308.38
INFOSAFE SHREDDING	SHREDDING SERVICE	60.00
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	ANNUAL MEMBERSHIP DUES-KLUTHE, HARBIN	355.00
GRETNA GUIDE & NEWS	LEGAL ADS	283.07
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	22.92
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	28.87
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	60.48
		<hr/>
		\$ 2,130.28

### FINANCE/RISK MANAGEMENT

BELLEVUE PRINTING COMPANY	COB WINDOW ENVELOPES	195.30
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	81.79
CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	56.03
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	5,973.19

# MINUTE RECORD

## CLAIMS FOR MAY 18, 2021

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### FINANCE/RISK MANAGEMENT (cont'd)

INDOFF	OFFICE SUPPLIES	334.26
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
NEBRASKA SOCIETY OF CERTIFIED	CPS-RENEW MEMBERSHIP-SERVERSON	145.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	78.19
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	116.93
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	211.68
THE CURE	SAFETY VESTS, LABELS	199.00
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	55.03
ZIO'S PIZZA	CPS-FINANCE MEETING	75.12
		<hr/>
		\$ 7,551.52

### LIBRARY

BELLEVUE PRINTING COMPANY	WINDOW ENVELCPES	117.00
CANTH AWARDS	CPS-RETIREMENT CLOCK-HANSON	69.55
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	138.11
CENGAGE LEARNING, INC	BOOKS	27.99
CENGAGE LEARNING, INC	CHILTONS DATABASE RENEWAL 2021/04/19-2022/04/18	2,134.95
CENGAGE LEARNING, INC	PETERSONS DATABASE RENEWAL 2021/04/19-2022/04/18	2,134.95
CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	38.54
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	6,870.44
INGRAM LIBRARY SERVICES	BOOKS	2,517.51
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE 2021/03/28-2021/04/30	15.56
NEBRASKA DEPARTMENT OF LABOR	QTR STATEMENT OF BENEFITS CHARGES	1,089.94
OCLC INC	MONTHLY CATALOGING 2021/05/01-2021/05/31	1,357.52
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/03/25-2021/04/26	1,738.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	70.81
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	82.48
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	211.68
SCOTT WELCH	MONTHLY WEB HOSTING-MAY 2021	125.00
SPARTAN NASH STORES, LLC	CPS-RETIREMENT SUPPLIES-HANSON	17.76
VERIZON WIRELESS	MONTHLY SERVICE 2021/03/14-2021/04/16	400.10
VILLAGE INN	CPS-GIFT CARDS FOR EMPLOYEES	430.00
		<hr/>
		\$ 19,587.89

### ADMINISTRATIVE SERVICES

BEST CARE EAP	EAP ASSISTANCE-2021/04/01-2022/03/31	5,321.25
CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	53.86
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	13,872.96
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
ONE SOURCE	BACKGROUND CHECKS	200.20
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	93.58
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	113.59
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	302.40
SOCIETY FOR HUMAN RESOURCE MANAGEMENT	CPS-CERTIFICATION-DECKER	100.00
SOCIETY FOR HUMAN RESOURCE MANAGEMENT	CPS-TRAINING-DECKER	1,595.00
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	82.40
		<hr/>
		\$ 21,765.24

### CODE ENFORCEMENT

CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	22.66
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	9,824.36
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/03/11-2021/04/09	104.33
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	42.23
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	72.14
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	181.44
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	78.27
		<hr/>
		\$ 10,325.43

# MINUTE RECORD

## CLAIMS FOR MAY 18, 2021

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### PUBLIC WORKS

CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	46.25
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	8,374.92
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/03/11-2021/04/09	174.47
ONE CALL CONCEPTS	LOCATES-APR 2021	989.76
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	66.25
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	93.14
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	151.20
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	318.50
		<b>\$ 10,214.49</b>

### PARKS

ALEXANDER LAWN & LANDSCAPE, INC	RIGHT OF WAY MOWING	9,521.90
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	604.00
BEST CUT LAWN CARE	PARKS MOWING	3,724.23
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	15.96
CARHARTT, INC	CPS-UNIFORM-BASHUS	292.34
CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	34.69
CHICK-FIL-A	CPS-MEALS	75.48
DAY ELECTRIC SERVICE, INC	REPLACE LIGHTS ON FOUNTAIN-AHP	7,529.60
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	8,089.18
HGM ASSOCIATES INC	ENGINEERING SERV-AHP AMPHITHEATER DESIGN TO 2021/04/15	1,058.63
HUGHES MULCH PRODUCTS	MULCH FOR FLOWER BEDS & TREES	1,400.00
INDOFF	COPY PAPER	78.00
MENARDS	PICKUP & REACH TOOLS, REINFORCING MESH	347.11
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/03/25-2021/04/26	1,965.75
PRECISE MRM LLC	POOLED DATA	200.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	95.93
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	104.83
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	332.64
SITEONE LANDSCAPE SUPPLY	TALL FESCUE SEED BLEND	2,839.20
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	143.83
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<b>\$ 38,466.72</b>

### RECREATION

ATOMIC SPORTS	CPS-BASKETBALL BACKBOARDS	487.00
B&D DIAMOND PRO	BALDWIN IN-FIELD DRESSING	4,860.00
CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	48.69
DICK'S CLOTHING AND SPORTING GOODS	CPS-SOCCER GOAL SETS	317.98
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	2,109.96
JACQUELINE MEZICK	REFUND FOR TRACK CLUB REGISTRATION	35.00
MIDWEST IMPRESSIONS	TRACK UNIFORMS	1,167.75
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	26.22
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	33.95
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	60.48
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	65.10
		<b>\$ 9,212.13</b>

### BUILDING MAINTENANCE

AVALANCHE WATERSLIDES, INC	CPS-SAFETY SIGNS FOR POOLS	464.00
CARPENTER PAPER CO	JANITORIAL SERVICES	478.77
CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	3.85
DAY ELECTRIC SERVICE, INC	DIST 4 BAD LIGHT SENSOR, HR OFFICE	1,680.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	8,258.48
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	911.94
IDEAL PURE WATER COMPANY	BOTTLED WATER	23.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	188.39
KB BUILDING SERVICES	JANITORIAL SERVICES-MAY 2021	10,973.50

# MINUTE RECORD

## CLAIMS FOR MAY 18, 2021

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### BUILDING MAINTENANCE (cont'd)

MENARDS	LUMBER, PUTTY KNIVES, TOWELS, SHELVING, SPLICE SLEEVE, BLADES	3,479.12
MERCO MARINE	CPS-BOAT DOCK EUMPERS	184.42
NATIONAL AUTO FLEET GROUP	2021 FORD F150	28,665.84
NATIONAL AUTO FLEET GROUP	2021 FORD SUPER DUTY F250 4X4	30,811.92
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/03/25-2021/04/26	1,035.29
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	63.10
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	72.76
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	211.68
SECURITY EQUIPMENT	MONITORING SERV AGREEMENT 2021/05/01-2021/07/31	2,262.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	208.30
TREES SHRUBS AND MORE	PLANTS FOR 151C WALL ST	538.23
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	26.09
WESTLAKE ACE HARDWARE	NOZZLE, VALVE KEY, NOZZLE	56.72
		<b>\$ 90,597.40</b>

### CEMETERY

CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	3.85
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	1,506.62
MENARDS	POTTING MIX	71.92
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/03/25-2021/04/26	614.87
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	18.37
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	22.45
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	60.48
TREES SHRUBS AND MORE	PLANTS & ROCK FOR GARDEN	660.55
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	49.99
		<b>\$ 3,009.10</b>

### STREETS

3M COMPANY	CLEAR FILM, SHEETING	2,694.67
ALFRED BENESCH & COMPANY	PROF SVC-A/C RESURFACING PE/NEPA 2021/03/15-2021/04/11	1,907.66
CARHARTT, INC	CPS-UNIFORM-SHERMAN	299.96
CARROLL CONSTRUCTION SUPPLY	WOOD STAKES, CHANNEL STAKES	441.60
CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	34.69
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	39,206.79
LOGAN CONTRACTORS SUPPLY	BLUNT TOOTH, ROPE	214.28
MARTIN ASPHALT	BULK OIL	370.00
MENARDS	SUPPLIES FOR SPRINKLER SYSTEM, LUMBER	80.81
NEBRASKA DEPARTMENT OF TRANSPORTATION	36TH ST & SHERIDAN PROJECT	180,976.08
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/03/11-2021/04/09	112,893.62
OMNI	ASPHALT	1,774.13
PRECISE MRM LLC	POOLED DATA PLAN	690.00
READY MIXED CONCRETE COMPANY	CONCRETE	23,716.87
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	292.33
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	334.93
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	907.20
STETSON BUILDERS PRODUCTS	TIE BAR SUPPORT	180.00
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	246.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<b>\$ 367,275.04</b>

### FLEET MAINTENANCE

911 CUSTOM, LLC	VERTEX LED LIGHT, ADAPTER	129.46
AA WHEEL & TRUCK SUPPLY, INC	TOW CHARGE	88.05
BAUER BUILT	TIRES	1,956.50
BAXTER CHRYSLER DODGE JEEP	PARTS, INSULATOR	86.16
BAXTER FORD	STEP ASSY, THROTTLE, EVAPORATOR, GASKETS	704.30
CAPE TRUCK ACCESSORIES	FLOORMATS, PACKRAT, TOOL BOX	2,750.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	36.51

# MINUTE RECORD

CLAIMS FOR MAY 18, 2021

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**FLEET MAINTENANCE (cont'd)**

CARHARTT, INC	CPS-UNIFORM-VICK	297.42
CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	26.98
CORNHUSKER INTERNATIONAL TRUCKS	CLEARED WHEEL SENSOR	320.00
CORNHUSKER INTERNATIONAL TRUCKS	CLAMP HOSE	66.36
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	19,510.81
FACTORY MOTOR PARTS CO	FILTER	4.68
FARM PLAN	HUB ASSY, BLADE KIT, CONTROL	831.44
FLEET PRIDE	D-RINGS	150.00
FORCE AMERICA, INC	PANEL MOUNT BULKHEAD	77.64
GALVIN GLASS	WINDSHIELD REPAIR	34.90
HENDERSON PRODUCTS, INC	FLOWMETER SENSOR, THROTTLE, JAW LATCHES	119.94
KRIHA FLUID POWER CO	HOSE ASSY, FITTINGS, GAUGE	140.19
LIBRA SAFETY PRODUCTS	LENS CLEANER WIPES	66.00
MCMASTER-CARR SUPPLY COMPANY	BARREL PUMPS FOR OIL	224.17
MENARDS	HAMMER, HOSE REPAIR, SPRAY PAING, LUMBER, TAPE, RATCHET, SUPPLIES	362.40
MIDWEST BORE REPAIR INC	BORE WELD AND LINE BORE	1,856.64
NAPA AUTO PARTS	HUB CAP, GLOVES, FILTERS, LOOMS, LAMP, WHIDHSIELD WASH	1,124.09
NATIONAL FLEET TRAINING	CPS-TRAINING-3 EMP	1,785.00
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, HEAT SHRINK, SOCKETS, BOLTS	297.96
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/03/25-2021/04/26	1,165.28
QUALITY TIRES, INC	TIRE	106.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	150.56
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	186.50
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	453.60
SOUTHERN CARLSON, INC	PARTS WASHER SOAP	345.18
STATE STEEL	ALUMINUM	70.47
TOYNE, INC	END FOR GRAB RAIL	72.08
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	100.60
UPS STORE	FREIGHT FOR PISTON VALVE REPAIR	115.75
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WESTLAKE ACE HARDWARE	DISTILLED WATER	4.78
		\$ 35,895.80

**PLANNING**

CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	11.56
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	4,286.59
GRETNA GUIDE & NEWS	LEGAL	14.07
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	164.36
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/03/11-2021/04/09	157.82
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	33.28
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	41.78
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	90.72
		\$ 4,800.18

**PERMITS & INSPECTIONS**

CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	19.27
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	11,187.04
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/03/11-2021/04/09	210.42
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	84.47
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	105.53
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	241.92
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	277.13
		\$ 12,125.78

# MINUTE RECORD

CLAIMS FOR MAY 18, 2021

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**POLICE**

ADOBE CREATIVE SOFTWARE	CPS-SOFTWARE-VEST	99.99
ANDERSON FORD	2021 FORD POLICE INTERCEPTOR #702	37,193.00
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	126.00
AUTO BODY AUTHORITY	TOW CHARGES	465.20
AVERY L LOSCHEN	RENT FOR K9 BUILDING-JUNE 2021	1,248.00
BLUE TO GOLD LAW ENFORCEMENT	CPS-TRAINING-MAGUIRE, BISHOP	758.00
CANDLEWOOD SUITES, SIOUX FALLS SD	CPS-LODGING-JEZEK	467.10
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	286.82
CELLEBRITE USA CORP	CPS-SUPPLIES FOR CYBER CRIME-HOWELL	1,635.00
CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	330.25
COMFORT INN, BELLEVUE NE	CPS-LODGING FOR SERGEANT TESTING TEAM	79.22
CRYSTAL KENNY	REIMB FOR NOTARY STAMP	30.00
DON'S PIONEER UNIFORMS	RAIN COAT, CARRIERS	3,324.95
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	125,988.13
GALLO PROFESSIONAL POLYGRAPH SERVICES	POLYGRAPH SERVICES	350.00
HAMPTON INNS-W DES MOINES	CPS-LODGING-MERCER	255.06
HANDCUFF WAREHOUSE	CPS-SAFETY EQUIPMENT	178.00
IN PEER SUPORT FUNDATION	CPS-TRAINING-MERCER	175.00
INFOSAFE SHREDDING	SHREDDING SERVICE	120.00
JEFF KEEFE	REIMB FOR TRAINING 2021/04/18-19	76.50
JOE MILOS	NE DRE SCHOOL 2021/04/11-25	612.00
KEATING O'GARA NEDVED & PETER PC LLC	SETTLEMENT FOR CIR 1443	11,150.00
KIESLER POLICE SUPPLY & AMMO	PEPPERBALL PROJECTILES	570.00
LITTLE SARPY, LLC	GUN RANGE LEASE-2021	2,500.00
MARCUS LARR	REIMB PER DIEM FOR TRAINING	76.50
MENARDS	SUPPLIES	50.19
MPH INDUSTRIES	KA BAND RADAR	1,725.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	CERTIFICATION FEES FOR NEW RECRUITS	300.00
NEBRASKA MEDICAL CENTER	MEDICAL TESTING	6.50
NICHOLAS GREINER	REIMB FOR TEACHING SDLEA EVOC	127.50
OFFUTT COLLISION REPAIR CENTER	CRUISER DAMAGE REPAIR-UNIT 702	5,167.38
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/03/11-2021/04/09	3,736.74
PUBLIC AGENCY TRAINING	CPS-TRAINING-JASHINSKE, MILLER	1,175.00
QUE TEL CORPORATION	SCANNER/DISPOSITION MODULE	9,381.00
RAPID GRAPHICS	MAGNETS FOR MOTORCYCLES	68.18
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	857.24
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	1,684.03
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	3,569.52
RESIDENCE INNS, BOULDER CO	CPS-LODGING-AEBOTT, BETSWORTH	146.24
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	LRMS COST SHARING-1ST QTR 2021	46,848.78
SAYLER SCREENPRINTING	NLETC UNIFORMS FOR RECRUITS	178.50
SLEEP INN GRAND ISLAND	CPS-LODGING-GERMAN, GREINER, MAGUIRE	458.04
STELLA'S BAR & GRILL	CPS-MEALS FOR SGT PANEL	50.00
STREET COP TRAINING	CPS-TRAINING-LARR, OKEEFE	398.00
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	4,132.85
UNITED AIR LINES	CPS-AIR FARE-JASHINSKE	338.40
ZACH STALDER	REIMB FOR TACTICAL VEST	718.94
		<b>\$ 269,212.75</b>

**FIRE & RESCUE**

AIRGAS USA, LLC	MEDICAL SUPPLIES	281.62
AMAZON.COM, LLC	CPS-BOOTS, CLOCK, OFFICE SUPPLIES, TAGS	839.49
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	7,293.86
CENTURY LINK	MONTHLY SERVICE 2021/04/22-2021/05/21	98.24
COUNTRY GARDENS	CPS-LODGING FOR FIREMAN FUNERAL	85.00
DANKO EMERGENCY EQUIPMENT	HURST REPLACEMENT CLAW	160.35
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	ANNUAL COMPRESSOR MAINT	1,988.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	70,829.28
GREAT PLAINS UNIFORMS	SWEATSHIRTS, TACTICAL PANTS	346.50

# MINUTE RECORD

## CLAIMS FOR MAY 18, 2021

PAGE 7

### FIRE & RESCUE (cont'd)

KNOX COMPANY	MED VAULT FOR EMS	2,394.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	384.15
MATHESON TRI-GAS INC	METHANE	37.25
NATIONAL FIRE PROTECTION ASSOCIATION	CPS-TRAINING	150.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/03/25-2021/04/26	5,473.43
QUALAROO PRO PROFESSIONAL	CPS-YEARLY SURVEY PROGRAM	479.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	652.49
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	1,032.80
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	2,268.00
SUZANNE TESINA	REIMB CK 1154	37.20
TED'S MOWER SALES & SERVICE	BLADE SHARPENING	317.30
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR JAN-MAR 2021	10,755.99
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	841.60
U.S. CELLULAR	MONTHLY SERVICE 2021/04/09-2021/05/08	472.32
ZIRMED, INC	MONTHLY PROF MGT FEE-2021/04/12	261.71
		<b>\$ 107,488.17</b>

### NON-DEPARTMENTAL/CONTRACTS

BENEFIT PLANS	CIV RET PLAN-TPA FEES - JAN-MAR 2021	987.50
CAPITAL CITY CONCEPTS, INC	COMPARABILITY STUDY THRU APR 16, 2021	41,050.00
CENTURY LINK	MONTHLY SERVICE 2021/03/20-2021/04/19	778.29
GOTOMEETING	CPS-MONTHLY CONFERENCE CALLS	17.12
HEARTLAND MARKETING & COMMUNICATIONS	ANNUAL REPORT-PROJECT COORDINATION	18,718.42
NI SOS EDOC FILING, STATE OF NEBRASKA	CPS-BI ANNUAL REPORT FOR MARINA	23.00
QUADIANT, INC	YEARLY MAINTENANCE-POSTAGE MACHINE 2021/05/15-2022/05/14	846.94
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-JUNE 2021	13,452.93
SCOTT WELCH	CPS-MONTHLY WEB DESIGN MAINTENANCE	125.00
		<b>\$ 75,999.20</b>

### INFORMATION TECHNOLOGY

U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	40.29
AMAZON.COM, LLC	CPS-CABLES	57.32
CORE TECHNOLOGIES, INC	BILLABLE TIME-UC ADMIN, UC ENGINEER	204.75
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
ILAND INTERNET SOLUTIONS CORP	SECURE CLOUD INTERNET	1,471.75
MNJ TECHNOLOGIES PUBLIC SECTOR	BARRACUDA SOFTWARE RENEWAL FOR IT	1,482.00
SHI INTERNATIONAL CORP	HARDWARE FOR EXTREME NETWORKS RENEWAL	17,681.66
TJ CABLE	LOCATES-APR 2021	250.00
		<b>\$ 21,257.72</b>

### WASTEWATER

CENTURY LINK	MONTHLY SERVICE 2021/04/13-2021/05/12	490.91
CITY OF OMAHA	SEWER FEES-FEB 2021	509,821.94
DOUG KRANIEWSKI	REIMB FOR TRAINING	225.00
ED WISSIG	REIMB FOR SAFETY GLASSES	125.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAY 2021	10,128.19
FRASER STRYKER PC LLC	PROF SVC-WASTEWATER AGENCY	400.00
GRAINGER	LOCKING PLUG	52.80
HDR ENGINEERING, INC	SOUTH LIFT STATION EVAL-2021/02/28-2021/04/24	2,531.19
HDR ENGINEERING, INC	SOUTH LIFT STATION EVAL-2021/03/28-2021/04/24	3,952.81
HDR ENGINEERING, INC	WW AGENCY CONNECTION-2021/03/28-2021/04/24	5,254.52
JAYMASON LISKA	REIMB FOR CDL	59.90
MENARDS	BUCKET, CABLE TIE, DRILL HEX, HAMMER, ROPE, STAKES	153.59
NAPA AUTO PARTS	OIL, GREASE FITTINGS, WIRE	33.65
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/03/25-2021/04/26	3,238.22
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-MAY 2021	78.50
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-MAY 2021	96.07
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-MAY 2021	272.16
RJN GROUP INC	WHITTED CREEK BASIN THRU 2021/04/23	4,192.50
U.S. CELLULAR	MONTHLY SERVICE 2021/04/04-2021/05/03	843.75
		<b>\$ 541,950.70</b>

# MINUTE RECORD

## CLAIMS FOR MAY 18, 2021

PAGE 8

### COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE TO 2021/04/26	100.16
		<u>\$ 100.16</u>

### COMMUNITY DEVELOPMENT

CHRIS LAKE PROPERTIES, LLC	CDBG COVID RENT ASSISTANCE-C TANNER	1,500.00
ABBY HIGHLAND	CDBG CONSULTANT EXPENSES-MAR 2021	5,330.00
GRETNA GUIDE & NEWS	LEGAL AD	32.17
		<u>\$ 6,862.17</u>

### G.O. BONDS

GILMORE & BELL PC	BOND COMPLIANCE FILING THRU 2021-04-30	1,000.00
UMB BANK - TRUST OPERATIONS	SID 215-15 UMB FEES THRU 2021-05-31	112.50
		<u>\$ 1,112.50</u>

### BELLEVUE MUNICIPAL BUILDING CORPORATION

COLLIERS INTERNATIONAL	BAE LEASE COMMISSION-1410 WALL ST	49,711.83
		<u>\$ 49,711.83</u>

<b>TOTAL CLAIMS FOR MAY 18, 2021</b>	<b>\$ 1,720,363.84</b>
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<b>TOTAL PAYROLL FOR APRIL 30, 2021</b>	<b>\$ 1,036,252.38</b>
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7a.  
5/18/2021

**Susan Kluthe**

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**From:** President <president@bellevuenebraska.com>  
**Sent:** Thursday, April 29, 2021 3:10 PM  
**To:** Susan Kluthe  
**Cc:** Jim Ristow; Jim Shada; bfdeall61@yahoo.com  
**Subject:** Naming of Banner Park Tennis Courts  
**Attachments:** Bill Batchelor Letter.doc

*SK*  
*JK*

Hi Susan-

I am requesting that a presentation/request by Tom Deall, accompanied by me, regarding naming the tennis courts at Everett Park in remembrance of Bill Batchelor, be placed on the May 18<sup>th</sup> City Council agenda.

I have attached a letter from Tom with the request and supporting rationale for you to share with the Council. Please let me know if there is anything else you need.

Thanks-  
Kevin



**Kevin Hensel**  
President & CEO

Email: [President@BellevueNebraska.com](mailto:President@BellevueNebraska.com)  
Phone: 402-281-4997 | Mobile: 402-850-4648

1036 Bruin Blvd, Suite 119 | Bellevue, NE 68005  
[www.BellevueNebraska.com](http://www.BellevueNebraska.com)





Tom Deall  
Owner/operator

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Chick-fil-A Bellevue  
2016 Cornhusker Road  
Bellevue Nebraska 68123  
Business: (402) 292-2337 Cell: (478) 951-1673  
03027@chick-fil-a.com

City Council Members  
City of Bellevue  
1500 Wall Street  
Bellevue, Nebraska 68005

April 30, 2021

Dear Council Members,

This serves to officially request the naming of the tennis court at Everett Park after Bill Batchelor as a source of recognition, inspiration and commitment to development of future generations.

Despite having served in the military for more than 26 years, served on numerous committees and now with the Bellevue Chamber of Commerce for more than five years, this is the first time that I've asked to name a site after someone. However, the extraordinary committed life of Bill Batchelor demands such an action, such recognition and such a naming.

In choosing to move forward with the request, it's important to recognize that the individual not only served his or her community well but also set a standard for which all should and must strive to emulate. To understand such a commitment, I want to share an email from a classmate of Bill's going back more than 50 years received by his family after news of his passing on May 1, 2020.

She writes:

"Hello to Bill's family. You never know what will bring back memories. I thought you'd like to know about this memory and have a picture – an OLD picture – of Bill.

I grew up in Omaha and went to Harrison School only through the middle of second grade. I recently received an email from a childhood friend who has remained a friend through high school, college, and adulthood. Neither of us have lived in Omaha since we went off to college in 1962. But we have Omaha roots.

She had been reading an article in the New York Times about bullying. Here is her email, written to several people who had grown up in the Harrison area.

"It brought to mind a grade school boy I knew at Harrison School in Omaha: Bill Batchelor ("Billy" back then). He was very popular, very cute, a great athlete and a defender of people being bullied. I hadn't thought of him for sixty-five years, but reading the article made me

remember him. He was always the captain of one of the teams when we played softball and he always chose the worst players first; the ones who were otherwise the last chosen.

I was one of those untalented players and was desperately grateful to him. And now, sixty-five years later, the thought of him brings tears to my eyes. So, I searched for him on the internet and through the Omaha World Herald and discovered he died this May first. He had been a Lt. Col. in the USAF at Offutt Air Base, had a bachelor's degree from Cornell College and an MBA from the University of Iowa and was an avid tennis player and teacher.

The obituary offered an opportunity to plant a tree in his memory by the American Forests Organization in an area of greatest need, which I did. It made me very happy to remember someone so kind in this time of rampant bullies.”

This defines Bill Batchelor and this is the Bill people have known since he was six years old. Moving forward, after retiring, he did not find a position on base or with a military contractor or open a business. Rather, he chose to continue what he started sixty-five years ago and give his time and energy to youth and his community.

Bill worked with the City of Bellevue's Recreation Department for 30 years organizing and teaching the summer tennis lesson programs and worked to organize numerous tournaments. He worked age ranges spanning from six years old to adults and over his 30+ years committed to the tennis programs, it is estimated he impacted nearly 5,000 individuals, primarily young people in our community.

The United States Tennis Association published the following article remembering Bill:

# Remembering Bill Batchelor

Andrea Gallagher | May 12, 2020

Longtime tennis instructor Bill Batchelor passed away May 1 at the age of 76. Batchelor was a tennis instructor for more than 30 years, and it's estimated he taught the game to around 5,000 people over the years, according to Jim Shada.

“Bill taught tennis lessons at Offutt Air Force Base and the City of Bellevue's Department of Recreation,” Shada said. “His love for the game influenced thousands of people to learn and enjoy the great game of tennis.”

Shada is the Bellevue Parks and Recreation Director and worked alongside him for many years. He said Batchelor started the Learn to Play Tennis Lesson Program, as well as the Winter Indoor Tennis Tournament, where the city partnered with Offutt Air Force Base.

“Bill was terrific to work with, he told me what we needed to do to grow the game of tennis and the City of Bellevue and myself would strive to make it happen,” Shada added. “He was a true professional and wonderful to work alongside of.”

Batchelor’s daughter, Sara McArdle, is a 5.0 USTA player. She played college tennis at Missouri Western State College and the University of Nebraska-Omaha. She said her dad taught her the mental side of tennis, and credits him for her emotional discipline on the court. Some of her best memories are playing mixed doubles with her dad in national tournaments.

“We competed in six national USTA father/daughter championship tournaments coast to coast,” she said. “We made several appearances in the hard court championships in Palm Springs and San Diego. We competed at the indoor in Barrington, IL, grass in Boston, and the clay in West Palm Beach, Florida. We liked to joke saying we were ‘on tour’. We ended our father-daughter ‘tour’ with a #7 national ranking.”

McArdle said her dad would always put a positive spin on everything, and wanted to see people enjoy the game.



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It wasn't about being a top athlete but enjoying the game and getting others involved.

"My dad was a fantastic coach and always wanted to see his students succeed. Anytime he played points or games against someone who was still learning the game, he would make sure they won points and felt successful."

Batchelor's love for tennis started at Benson High School in Omaha and continued at Cornell College in Iowa. After joining the U.S. Air Force, he played in tournaments in Europe, Hawaii and Colorado. He leaves behind his wife, Karen, and three daughters, Kristi, Sara and Lisa.

I am prepared to make a full presentation to the council regarding this request with the clear understanding that this letter comes with the support and endorsement by Mayor Rusty Hike, Chamber President Kevin Hensel, Bellevue Chamber of Commerce Executive Board and the Bellevue Chamber of Commerce Board. I am also open to discussing any related costs associated with such a request.

With respect I thank you for your time and consideration.

---

Thomas A. Deall  
Marriage and Family Therapist  
Deacon, Roman Catholic Church  
Colonel, US Air Force, Retired  
Owner/operator, Chick-fil-A Bellevue, Nebraska  
Executive Board of Directors, Bellevue Chamber of Commerce



City of Bellevue

*Office of the Mayor*

1500 Wall Street ♦ Bellevue, Nebraska 68005 ♦ (402) 293-3020

\*8a.  
5/18/2021

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**MEMO**

To: Council President Paul Cook and Councilmember's  
From: Mayor Rusty Hike  
Subject: Reappointment to the Citizens Complete Streets Advisory  
Date: May 10th, 2021

Please consider the following for reappointment to the **Citizens Complete Streets Advisory**

Lisa Pietsch  
3502 Birchwood Drive  
Bellevue, NE 68123

She will serve a four-year term ending May, 2025.

## Lisa Rybar

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**From:** Tammi Palm  
**Sent:** Monday, May 10, 2021 7:54 AM  
**To:** Lisa Rybar  
**Subject:** Citizen Complete Streets Advisory Panel appointment

Hi Lisa,

Below is the information for Lisa Pietsch, who I am requesting be appointed to the CCSAP on the May 18<sup>th</sup> City Council agenda. This is a 4 year appointment. Lisa is a Bellevue resident, residing at 3502 Birchwood Drive. Her information is below. She previously served on the CCSAP.

Thanks!

Best regards,

*Tammi Palm*

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

**From:** Lisa Pietsch <runnerpeach@cox.net>  
**Sent:** Sunday, May 9, 2021 7:07 PM  
**To:** Tammi Palm <Tammi.Palm@bellevue.net>  
**Subject:** Bio

Lisa Pietsch

Retired Army Officer, husband's last duty station on Oahu and chose to return to Bellevue for the quality of life and the people

Bellevue resident for over 16 years

Past president Bellevue Bicycle Club (4 years)

Cycling Advocate/Instructor

Fitness professional/trainer 24 years

Member Life Spring Church

Community Volunteer



**City of Bellevue**  
**Office of the Mayor**

1500 Wall Street ♦ Bellevue, Nebraska 68005 ♦ (402) 293-3020

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\*8b  
5/18/2021

**MEMO**

**To:** Council President Paul Cook and Councilmember's  
**From:** Mayor Rusty Hike  
**Subject:** Appointment to the Library Advisory Board  
**Date:** May 3<sup>rd</sup>, 2021

Please consider the following for appointment to the **Library Advisory Board**.

Erin Holmes  
1510 Bluff Street  
Bellevue, NE 68005  
410-814-9926

She will serve the remaining term of Katie Peterson with the term ending June 30<sup>th</sup>, 2024.



City of Bellevue  
Bellevue Public Library

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

**Memo**

To: Rusty Hike, Mayor  
From: Julie Dinville, Library Director  
Subject: Library Advisory Board Appointment  
Date: May 3, 2021

---

I respectfully recommend the appointment of Erin Holmes as a member of the Bellevue Library Advisory Board. If approved, Ms. Holmes would fill the unexpired term (ending June 30, 2024) of Katie Peterson who passed away last fall.

A resident of Bellevue, Ms. Holmes and her husband are active duty military and are raising a family. In responding to why she is interested in serving on the Board, Holmes, a former English teacher notes, "... I know the library is a place that represents so much more than just a place to obtain knowledge or enjoy a good book or movie. It's a home away from home for some, a place of respite where one can gather thoughts and make plans for a brighter future."

I had an opportunity to share with Ms. Holmes the responsibilities of the Board and feel she would be a good advocate for the library. In addition, she has spoken with Board Member Valerie Doll. We believe that she would bring new elements of interest to the Board from her educational and military background. In addition, the perspective she could share as a parent of a special needs child would be a very valuable one for the library in helping us look at services that might be more inclusive. Please let me know if you need any additional information.

Thank you,

Julie Dinville,  
Library Director

April 27, 2021

Greetings, Mayor Hike,

My name is Erin Holmes. We met briefly in 2020 about train crossing horns (my family and I live in Olde Towne). You may remember our meeting – my daughter Emma was with me in her baby carrier.

I am seeking appointment to the Library Board here in Bellevue. My husband and I are active duty military; I have made it a point to be involved with the community here in Bellevue/Omaha in as many ways I can. We are members of the Down Syndrome Alliance of the Midlands and actively participate in raising awareness and funds for the organization. Our daughter participates in Early Intervention through Bellevue Public Schools; I most recently was a committee member for the Week of the Young Child Celebration held at the BPS Welcome Center. I currently coach the Sarpy County girls lacrosse team, as well. We love living in Bellevue and hope it is our home for years to come.

As a former English teacher, I value libraries in more ways than what the application states that a board member must possess as far as interest is concerned. Sure, I want to contribute to the varied needs of the community. But I also know the library is a place that represents so much more than just a place to obtain knowledge or enjoy a good book or movie. It's a home away from home for some, a place of respite where one can gather thoughts and make plans for a brighter future. The smiling faces of the employees and their kind words can touch more hearts than they realize. A library is a safe space for all who enter, and I would like to contribute in any way I can to meet not only the intellectual needs of the community, but the emotional ones as well.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'Erin Holmes', written in a cursive style.

Erin Holmes

April 27, 2021

Re: City Council Consideration for Library Board Application

Greetings, City Council,

My name is Erin Holmes and my husband and I are residents of Olde Towne. My husband works at Offutt and we have been married for almost three years. We have a daughter who is almost two, and she is the light of our lives.

Prior to marrying my husband, I was a high school English teacher and field hockey and lacrosse coach for eleven years in Maryland and Virginia. I graduated from the University of Maryland with a B.A. in English Language and Literature and a M.A.T. in Secondary English Education. I loved helping young minds discover the enrichment found in both historical and contemporary novels, as well as crafting the perfect argument in a thesis-centered paper each semester.

Although I am not working in the classroom full-time right now, my passion for reading and writing still burns brightly. Our daughter has had quite a complex life so far – she has Down syndrome and has had multiple hospitalizations and health complications in her short life. I have had new branches of education open to me – I feel as though I am close to earning a nursing degree by now! We are extremely grateful for the medical care that is available to us in the Omaha area. We are also thankful for the support of the Down Syndrome Alliance of the Midlands, an organization we are very active in and support wholeheartedly.

We have been very involved with Early Intervention in Bellevue Public Schools since Emma was born. I most recently assisted in planning and executing the Week of the Young Child celebration, which went extremely well. I also coach the Sarpy County girls' lacrosse team in Papillion. Bellevue is a place we are honored to call home.

As a young child, going to the library was a magical place for me. I remember checking out ten or twelve books each visit and hungrily devouring them the moment I returned home. I would often get reprimanded for reading at the dinner table; it was hard to put a good book down! Now the world offers smartphones for every hand, but I believe that the written word is not dead. It just may take a few more clever minds to contribute to the changing needs of our community. I believe I can offer said mind if you would consider me for the board position.

Thank you,



Erin Holmes

# BELLEVUE PUBLIC LIBRARY

## LIBRARY BOARD APPLICATION

The Library Board is composed of seven (7) members appointed by the Mayor and approved by the City Council to a term of five years. Normal terms are from July 1 of year one to June 30 of year five. Members can serve up to two consecutive terms. A board member who is appointed to fill a partial term, remains eligible to serve two (2) full terms. Board members must reside within the incorporated city limits of the City of Bellevue, NE.

The Library Board meets at 5:30 PM on the third Wednesday of each month except July and December. Special meetings may be called as needed.

**If you are interested in serving your community on the Library Board you should be aware of the following criteria which will be used in evaluating candidates for the vacant position.**

**A board member must:**

1. Be genuinely interested in public libraries and understand their importance in meeting the educational, recreational, and informational needs of the community;
2. Understand the local community, its social and cultural needs, and be willing to communicate those needs to the city council and city staff;
3. Commit the time necessary a) to become and stay knowledgeable about public library issues, b) to attend board meetings, and c) to serve in board offices and on committees;
4. Be able to work with others to reach a common goal;
5. Be ready to plan creatively and direct effectively the implementation of those plans;
6. Support the library's role to provide equal library service to all citizens of Bellevue and those contracted through legal agreements or paid individual memberships.

**If you are interested, please complete this application. Applications will be kept on file and names submitted to the Mayor for consideration annually.**

Name: Erin Holmes

Address: 1510 Bluff Street Zip Code 68005

PO Box (if applicable) \_\_\_\_\_

Email Address: erin\_peer@hotmail.com

Home Phone: \_\_\_\_\_ Cell Phone: 410.814.9926

Occupation: Homemaker Business Phone: \_\_\_\_\_  
(Former English teacher)

Have you served on any local boards or councils or committees (city/school/etc)? Please list with dates:

List any charitable or community activities in which you have been involved:

Down Syndrome Alliance of the Midlands  
Early Childhood - Bellevue Public Schools  
Sarpy Co. Girls Lacrosse - Coach

Do you (or your place of employment) do business with the City of Bellevue? \_\_\_ Yes  No  
If yes, please specify the type of services provided.

**Your Availability to Service**

Could you regularly attend board meetings?  Yes \_\_\_ No

Would you attend a training session for new board members  Yes \_\_\_ No

Why are you interested in serving on the Library Board?

As a former English teacher, I feel that education unlocks countless opportunities for any person who wants to advance in his or her life.

Please write a brief statement of your understanding of the mission of the Library:

The library strives to serve the community in a variety of ways: educational, recreational, and informational. This service is provided equally to all the citizens of the area through an understanding of social and cultural needs.



Signature

4.27.21

Date

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10a.  
5/18/2021

COUNCIL MEETING DATE: 05/18/2021		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

**SUBJECT:**

Application for new Manager for Cornhusker Quick Stop Inc. dba "Cornhusker Quick Stop" at 10209 S. 25th Street, Bellevue.

**SYNOPSIS/BACKGROUND:**

Cornhusker Quick Stop Inc. dba "Cornhusker Quick Stop" would like recommendation to approve Brian J. Fox as a new Manager for the store located at 10209 S. 25th Street, Bellevue. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk sends application to be reviewed by the Police and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

Recommend approval of application for Brian J. Fox as the new Manager for Cornhusker Quick Stop Inc. dba "Cornhusker Quick Stop" at 10209 S. 25th Street, Bellevue.

**ATTACHMENTS:**

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

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_


APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: May 20, 2021 Due to City Clerk: May 7, 2021

Applicant: Cornhusker Quick Stop Inc. dba "Cornhusker Quick Stop"

Location/Address: 10209 S. 25th Street, Bellevue, 68123

Requested Action:

Recommendation to approve manager application of Brian J. Fox for Cornhusker Quick Stop Inc. dba "Cornhusker Quick Stop" at 10209 S. 25th Street, Bellevue, NE 68123.

Individuals to be Checked:

	<u>Name &amp; Address</u>	<u>DOB</u>
1.	<u>Brian J. Fox, 4806 S. Sierra Street, Papillion, NE 68133</u>	
2.	<u>Nicole A. Fox, 4806 S. Sierra Street, Papillion, NE 68133</u>	

Comments:

Approved

Signature of Reviewer: Assist Chief [Signature] Date: 4-27-21

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: Cornhusker Quick Stop

**Premise information**

Liquor License Number: 97928 Class Type D (if new application leave blank)

Premise Trade Name/DBA: Cornhusker Quick Stop

Premise Street Address: 10209 S. 25<sup>th</sup> Street

City: Bellevue County: Sarpy Zip Code: 68123

Premise Phone Number: 402-291-1054

Premise Email address: quickstop10209@gmail.com *update*

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

B. J. [Signature] POA to MARK FOX / Carol Fox, VP ✓

**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)

**Manager's information must be completed below PLEASE PRINT CLEARLY**

\*Spouse

Last Name: Fox First Name: Brian MI: J

Home Address: 4806 Sierra Street

City: Papillion County: Sarpy Zip Code: 68133

Home Phone Number: 402-658-1221

Driver's License Number & State: [REDACTED]

Social Security Number [REDACTED]

Date Of Birth [REDACTED] Place Of Birth: Omaha, NE

Email address: bfox@cornhuskerautowash.com

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

YES  NO

**Spouse's information**

Spouses Last Name: Fox First Name: Nicole MI: A.

Social Security Number: [REDACTED]

Driver's License Number & State [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Lowry AFB, Maine

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Brian Fox - Papillion NE	2014	current	Nicole Fox - Papillion NE	2014	current
Belleuve, NE	2009	2014	Belleuve, NE	2009	2014

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2002	2013	Boys Town	Lisa Batenhorst	402-290-8125
2013	Present	Cornhusker QuickStep	N/A	N/A

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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

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

YES       NO

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

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

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

YES       NO

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

---

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

YES       NO

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

\*NLCC Training Certificate Issued: 3-5-2019 Name on Certificate: Brian Fox

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Brian Fox	04/2021	RBST- Expires 03/2022

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Business Owner - Brian Fox	2014-TO DATE	Cornhusker Quick Stop 10209 S. 25 <sup>th</sup> St Bellevue, NE 68123

5. Have you enclosed form 147 regarding fingerprints?

YES

NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

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

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

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

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

  
Signature of Manager Applicant

  
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska  
County of SARPY The foregoing instrument was acknowledged before me this

22 APR 2021  
date

by BRIAN & NICOLE FOX  
NAME OF PERSON BEING ACKNOWLEDGED

  
Notary Public signature

Allix Seal  
State of Nebraska – General Notary  
DOYLE B OLLIS, JR  
My Commission Expires  
October 19, 2023

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

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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



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

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

Nicole Fox  
Signature of **NON-PARTICIPATING SPOUSE**

Nicole A. Fox  
Print Name

Brian Fox  
Signature of **APPLICANT**

Brian Fox  
Print Name

State of Nebraska, County of SARPY

State of Nebraska, County of SARPY

The foregoing instrument was acknowledged before me  
this 22 APR 2021 (date)

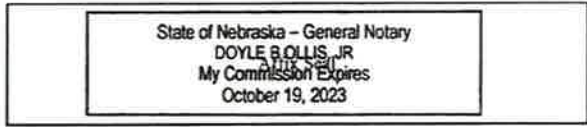
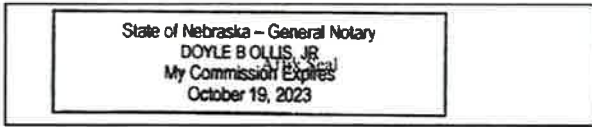
The foregoing instrument was acknowledged before me  
this 22 APR 2021 (date)

by NICOLE A. FOX  
Name of person acknowledged  
(Individual signing document)

by BRIAN FOX  
Name of person acknowledged  
(Individual signing document)

Doyle B Ollis Jr  
Notary Public Signature

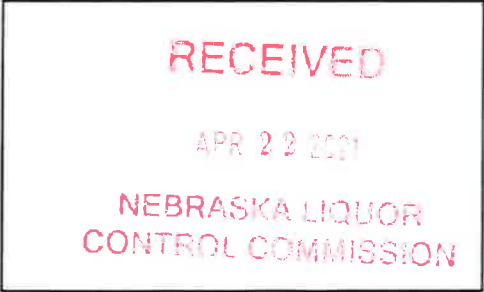
Doyle B Ollis Jr  
Notary Public Signature



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

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

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:**  
**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

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

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name Cornhusker Quick Stop

Name of Person Being Fingerprinted: Brian Jeffrey Fox

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 4-19-2021

Location where fingerprints were taken: Omaha, NE - NSP Office

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

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

B. J. Fox  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10b.  
5/18/2021

COUNCIL MEETING DATE: 05/18/2021		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

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

SYNOPSIS/BACKGROUND:

St. Bernadette Catholic Church would like to be able to sell beer for a Church Raffle Dinner on July 10, 2021 from 4 p.m. to 10:00 p.m. at 7600 South 42nd Street, Bellevue. SDL applications are turned in directly to the City Clerk's Office. Application is reviewed by the Police, submitted to the City Council for review and recommendation, and then forwarded to the Nebraska Liquor Control Commission for issuance (if there are no issues).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: \_\_\_\_\_

CONTRACT EFFECTIVE DATE: \_\_\_\_\_ CONTRACT TERM: \_\_\_\_\_ CONTRACT END DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

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

CIP PROJECT NAME: \_\_\_\_\_ CIP PROJECT NUMBER: \_\_\_\_\_

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

ACCOUNTING DISTRIBUTION CODE: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

RECOMMENDATION:

Recommend approval of Special Designated Liquor License for St. Bernadette Catholic Church to sell beer at a Church Raffle Dinner to be held at 7600 South 42nd Street, Bellevue, on July 10, 2021 from 4:00 p.m. to 10:00 p.m.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. Bruce Robbins*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

**SPECIAL DESIGNATED LIQUOR LICENSE**

**POLICE REPORT**

DATE OF COUNCIL MEETING: 05/20/2021 Due to City Clerk: By 05/12/2021

APPLICANT: St. Bernadette Catholic Church

LOCATION/ADDRESS: 7600 South 42<sup>nd</sup> Street, Bellevue

REQUESTED ACTION: Approval to recommend approving a Special Designated Liquor License for St. Bernadette Catholic Church, 7600 South 42<sup>nd</sup> Street, Bellevue, for a Church Raffle Dinner, on July 10, 2021, from 4:00 p.m. to 10:00 p.m.

COMMENTS:

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

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

**ST. BERNADETTE CATHOLIC CHURCH**

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

7600 SOUTH 42ND STREET, BELLEVUE, NE 68147

Retail Liquor License Address or Non-Profit Business Address

47-0490692

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 07/10/2021

Event Date(s):

Event Start Time(s):

04:00PM

Event End Time(s):

10:00 PM

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: ST. BERNADETTE CATHOLIC CHURCH

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

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

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

Type of Event: CHURCH RAFFLE DINNER Estimate # of attendees: 250

Type of alcohol to be served: Beer  Wine  Distilled Spirits

(If not marked, you will not be able to serve this type of alcohol)

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

Event Contact Email: anmflanagan@cox.net

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

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

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

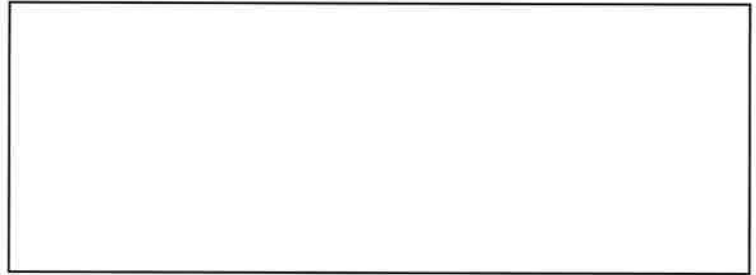
The local governing body for the City/Village of BELLEVUE OR County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

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

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



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

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

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

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

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

ST. BERNADETTE CATHOLIC CHURCH, BELLEVUE, NE

NAME OF CORPORATION

47-0490692

FEDERAL ID NUMBER

*Harold J. Buse*

SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS

28<sup>th</sup>

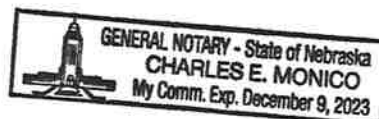
DAY OF

April

2021

*Charles E. Monico*

NOTARY PUBLIC SIGNATURE & SEAL



REQUEST FOR EXEMPTION FOR WAIVER OF DOUBLE FENCING RULE

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

WHY DOUBLE FENCING IS NOT AVAILABLE Size and layout of grounds

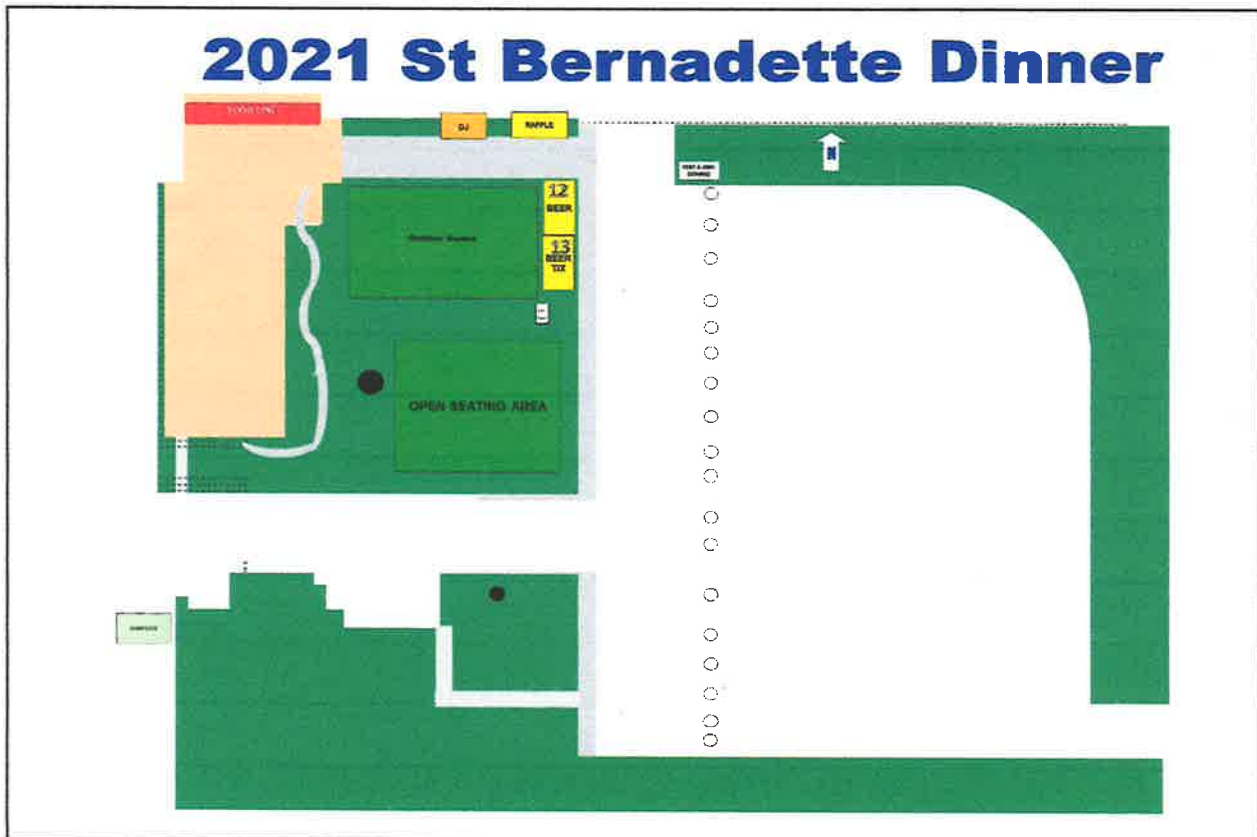
TYPE OF FENCING TO BE USED None

HEIGHT OF FENCING TO BE USED N/A

HOW AREA WILL BE PATROLLED Security by Off-Duty Police

EXPECTED NUMBER OF ATTENDEES 250

DIAGRAM OF PROPOSED AREA:



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12a.  
5/4/2021

COUNCIL MEETING DATE: 4.6.21	SUBMITTED BY: Councilman Burns	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Ordinance 4037, an ordinance to add new sections to Chapter 6 regarding leash and muzzle requirements for pit pull breeds, breed ambassadors, insurance, and the NHS annual reporting procedures.

SYNOPSIS/BACKGROUND:

This ordinance is being introduced to add new sections to Chapter 6 of the Bellevue City Code regarding leash and muzzle requirements for pit pull breeds, breed ambassadors, insurance, and the NHS annual reporting procedures. This ordinance is being introduced after a recent dog attack which brought the issue to the forefront and is intended to prevent or limit future occurrences.

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 Ordinance No. 4037 adding the new sections to Chapter 6 of the Bellevue City Code.

ATTACHMENTS:

1. Ordinance 4037	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:

*[Handwritten signatures]*

ORDINANCE NO. 4037

AN ORDINANCE TO AMEND ARTICLE II, CHAPTER 6, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTIONS 6-24 THROUGH 6-27 REGARDING LEASH AND MUZZLE REQUIREMENTS FOR PIT BULL BREEDS, BREED AMBASSADORS, PROOF OF INSURANCE, ANIMAL CONTROL AUTHORITY'S ANNUAL REPORTING TO CITY COUNCIL AND TO PROVIDE AN EFFECTIVE DATE.

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

**Section 1.** That Section 6-24 of Chapter 6, Article II of the Bellevue Municipal Code is hereby added to read as follows:

**Section 6-24 PIT BULL BREEDS – LEASH AND MUZZLE REQUIREMENTS**

- (A) It shall be unlawful for any person possessing, harboring, keeping, or having control or custody of a pit bull breed to permit such animal to be outdoors unless securely confined in or upon his or her premises in an enclosure sufficient to contain the dog or unless the animal is under the control of a person 19 years of age or older, restrained securely by a harness and leash no longer than six feet and properly muzzled in a muzzle as defined in Section 6-18(M)(1), to reasonably prevent the animal from biting, provided that the harness, leash and muzzle requirements apply only to those pit bull breeds six months of age or older.
- (B) For purposes of this section, pit bull breed shall be defined to mean:
- (1) American Pit Bull Terrier;
  - (2) American Staffordshire Terrier;
  - (3) Staffordshire Bull Terrier;
  - (4) Any dog displaying the majority of physical traits of any one or more of the above breeds (more so than any other breed); or
  - (5) Any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. The A.K.C. and U.K.C. standards for the above breeds are on file in the office of the animal control authority.
- (C) In addition to the sanctions which may be imposed by law, any person who fails to keep his or her pit bull breed harnessed, leashed and muzzled as required by this section shall pay the following penalties:
- (1) For the first violation, a penalty in the sum of \$100.00
  - (2) For the second violation within 24 months of the first violation, a penalty in the sum of \$250.00
  - (3) For the third violation within 24 months of the first violation, a penalty in the sum of \$500.00
- (D) Such penalties shall be paid to the animal control authority and shall be used solely for enforcement activities.

**Section 2.** That Section 6-25 of Chapter 6, Article II of the Bellevue Municipal Code is hereby added to read as follows:

#### 6-25 BREED AMBASSADOR

An owner of a pit bull breed as defined in section 6-24 may obtain a designation of “breed ambassador” for such dog from the animal control authority by (a) completing an application form, (b) payment of a fee of \$25.00, (c) providing proof of (i) sterilization, (ii) micro-chipping, including microchip number, (iii) vaccination and license in compliance with sections 6-31 and 6-41, (iv) insurance in compliance with section 6-26, and (v) successful completion of a responsible pet ownership class approved by the animal control authority and an American Kennel Club Canine Good Citizenship test administered by the animal control authority, and (d) demonstrating no history of violations(s) of Chapter 6 by the owner involving such pit bull breed.

Any costs associated with obtaining the designation of “breed ambassador” under this section shall be the responsibility of the dog owner.

Such designation shall be in effect for one year and may be renewed annually upon meeting each of the foregoing requirements, except that the responsible pet ownership class shall be required only once in any five-year period, and provided, that conviction of the owner of such dog for a violation of Chapter 6 involving such dog shall result in termination of the designation effective upon the date of conviction.

The owner of a pit bull breed which has been designated a “breed ambassador” shall ensure, when such dog is not securely confined on his or her premises in an enclosure sufficient to contain the dog, that such dog (a) wears a vest provided by the animal control authority, at the owner’s expense, with the words “breed ambassador” and the breed ambassador number assigned to such dog by the animal control authority displayed on the vest and (b) is under control of a person 19 years of age or older and is restrained securely by a harness and leash no longer than six feet as defined in section 6-18 (M)(1) and a collar joined with a connector attached to the leash in such a way as to provide a redundant restraint system, but such owner shall not be required to comply with the muzzle requirement of section 6-24 for such dog.

**Section 3.** That Section 6-26 of Chapter 6, Article II of the Bellevue Municipal Code is hereby added to read as follows:

#### 6-26 PIT BULL BREEDS – PROOF OF INSURANCE

No animal determined to fall within the definition of a pit bull breed, as defined in Section 6-24, shall be licensed unless the person possessing, harboring, keeping, or having control or custody of such dog first presents to the animal control authority written proof of liability insurance, written by an insurer authorized to issue such insurance in Nebraska, having limits of liability of not less than one-hundred thousand dollars (\$100,000.00) for injury to any one person caused by such dog. Such insurance shall be maintained in effect throughout the life of the pit bull. The animal control authority may require proof that such insurance coverage remains in effect at any time, but not more frequently than every sixty days, or may require such policy of insurance to provide that it may not be cancelled or allowed to expire without thirty days’ prior written notice to the animal control authority.

**Section 4.** That Section 6-27 of Chapter 6, Article II of the Bellevue Municipal Code is hereby added to read as follows:

**6-27 Animal Control Authority – Report to Council**

The animal control authority shall submit to the city council a report which shall provide statistical data and an evaluation of the effectiveness of the requirements of section 6-24, titled “Pit Bull Breeds – Leash and Muzzle Requirements” in reducing dog bites and other incidents involving pit bulls breeds as defined in section 6-24. The report shall be submitted at the first city council meeting in March of every year or upon resolution of the city council.

**Section 5.** This Ordinance shall take effect and be in full force on the \_\_\_\_ day of \_\_\_\_\_ 2021.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTEST:

\_\_\_\_\_  
Mayor, Rusty Hike

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

APPROVED AS TO FORM:

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

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



March 19, 2021

Bellevue City Administrator  
1500 Wall Street  
Bellevue, NE. 68005

Enclosed is the 2020 Nebraska Humane Society Animal Control Annual Report for the City of Bellevue. This report contains the following:

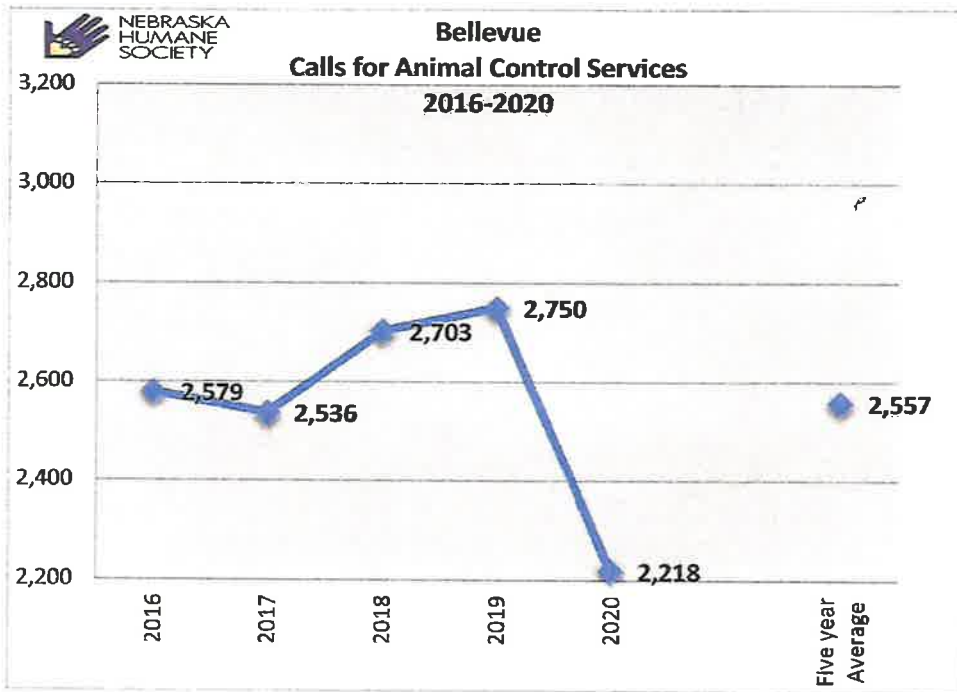
- Call activities
- Citations issued
- Dog and cat bite data
- Dog and cat bite level descriptions

Please contact me at (402) 905-3411, with any questions.

Sincerely,

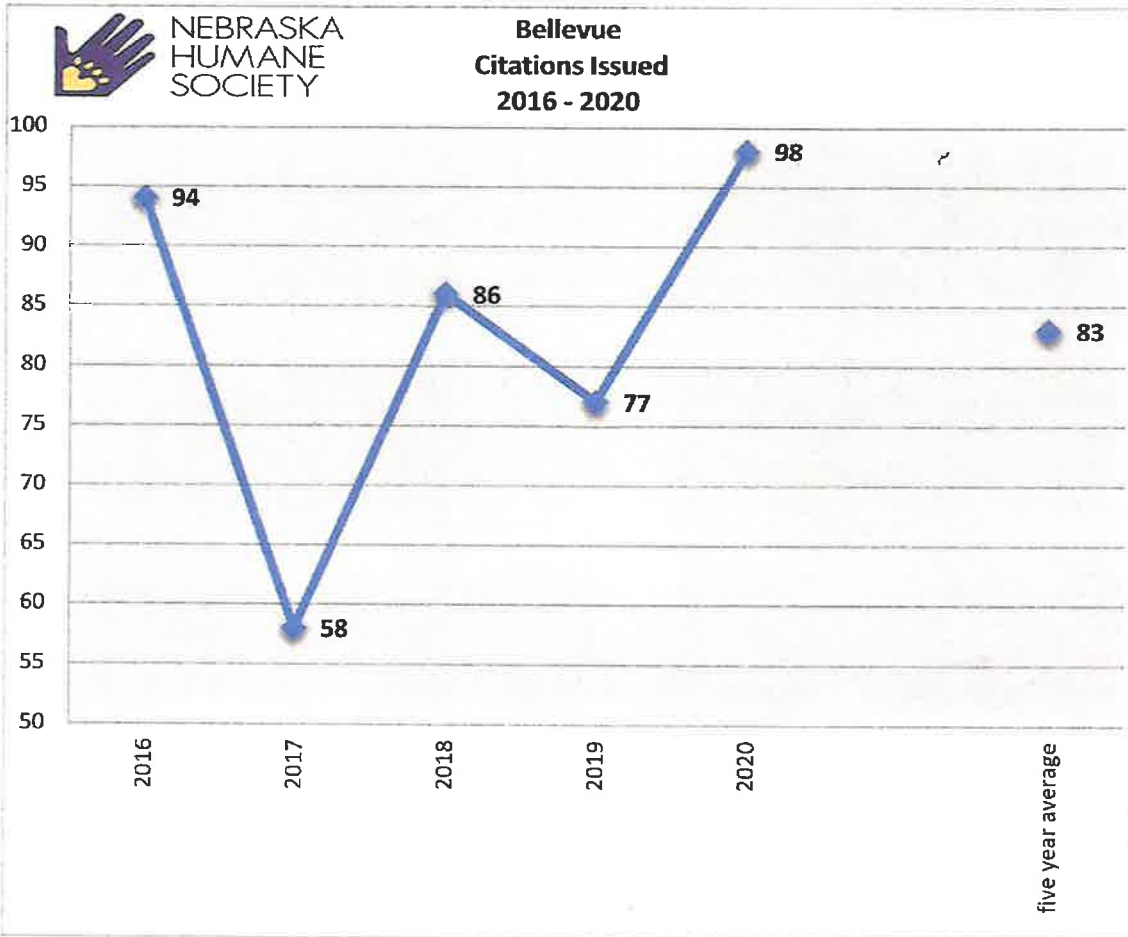
A handwritten signature in black ink, appearing to read "Steven Glandt".

Steven Glandt  
Vice President - Field Operations



Nature of Calls	
Investigate Barking, Cruelty, Bites or Abandonment	587
Check for animals at large	563
Dead animals on public and private property	473
Trapped or confined wildlife	372
Assist police, fire	120
Avocation permits	63
Sick or injured wildlife	40
Total Calls for 2020	2,218

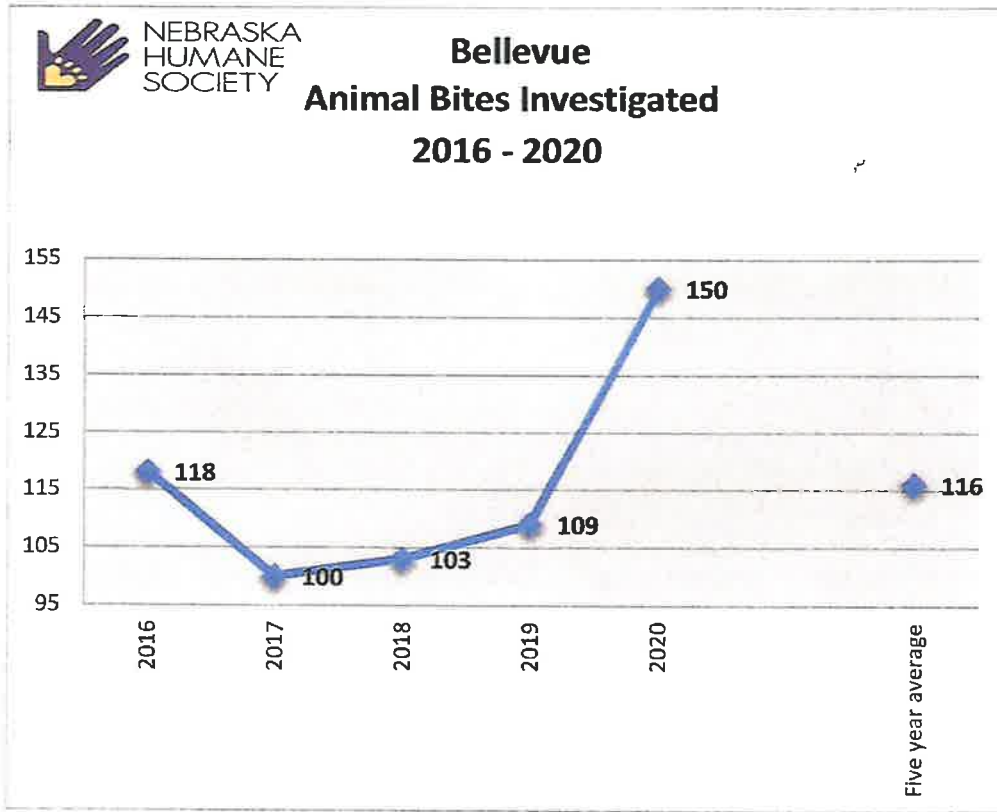
## Enforcement Activities



### Violations

Dogs/Cats at Large	57
Cruelty	25
Dog/Cat Vaccination	25
Property Damage	13
Menacing Behavior	7
Nuisance Barking	6
Numbers Limited	4
Tethering Violation	4
Public Nuisance	3
Female in Season	1
Harboring a Dangerous Animal	1
Owner Liability	1
Reckless Owner	1
<b>Total Violations</b>	<b>148</b>

## Animal Bites



### Dog Bite Severity

Level One Bites	0
Level Two Bites	24
Level Three Bites	92
Level Four Bites	8
Level Five Bites	1
Level Six Bites	0
Level Seven Bites	0

### Dog Bite Demographics

Altered Male	30	Unknown Vaccination Status	6
Unaltered Male	32	Home Observation	43
Altered Female	15	Shelter Observation	40
Unaltered Female	12	Vets Office Observation	2
Unknown Sex	6	UNL	2
Unvaccinated Dogs	32	Withdraw/Signed Release	32
Vaccinated Dogs	87	Unable to Locate	6

### Dog Bites by Breed

German Shepherd	18	Weimaraner	2
Labrador	16	American Eskimo	1
Boxer	11	American Pit Bull Terrier	1
Siberian Husky	7	American Staffordshire	1
Unknown Breed	6	Anatol Shepherd	1
English Bulldog	4	Australian Cattle Dog	1
Pit Bull	4	Australian Kelpie	1
Chihuahua	3	Belgian Malinois	1
Miniature Schnauzer	3	Chesapeake Bay Retriever	1
Yorkshire Terrier	3	Chow	1
Alaskan Husky	2	Collie	1
American Bulldog	2	Great Dane	1
Australian Shepherd	2	Maltese	1
Basset Hound	2	Norwegian Elkhound	1
Beagle	2	Old English Sheepdog	1
Boston Terrier	2	Parson Russell Terrier	1
Dachshund	2	Miniature Poodle	1
Golden Retriever	2	Rottweiler	1
Great Pyrenees	2	Shih Tzu	1
Greyhound	2	Silky Terrier	1
Rat Terrier	2	Welsh Corgi Pembroke	1
Shetland Sheepdog	2	West Highland Terrier	1
Shiba Inu	2		

### Cat Bite Severity

Level One Bites	0
Level Two Bites	10
Level Three Bites	15
Level Four Bites	0
Level Five Bites	0
Level Six Bites	0
Level Seven Bites	0

### Cat Bite Demographics

Altered Male	30	Unknown Vaccination Status	9
Unaltered Male	2	Home Observation	4
Altered Female	8	Shelter Observation	14
Unaltered Female	1	Vets Office Observation	0
Unknown Sex	4	UNL	2
Unvaccinated	8	Withdraw/Signed Release	2
Vaccinated	8	Unable to Locate	2

## **Bite Levels for Dogs and Cats**

**Level 1:** Snap and Miss

**Level 2:** Skin contact by teeth but no punctures. However may be skin nicks and slight bleeding.

**Level 3:** Single bite. 1-4 punctures from the teeth. At least one puncture as deep as half the length of the dog's canine teeth. Could have caused tearing, lacerations in a single direction, caused by victim pulling away or gravity.

**Level 4:** 1-4 punctures from a single bite with at least one puncture deeper than half the length of the canine teeth. Holds and shakes. Could have deep bruising around the wound or a laceration in both directions OR multiple bites from the jaw moving so quickly unable to count how many punctures.

**Level 5:** Multiple bite incident with at least two Level 4 bites or a multiple attack incident with at least one Level 4 in each bite. Mutilation.

**Level 6:** Bite incident with injuries that require critical care-victim requires hospitalization and has injuries considered life threatening. Significant loss or disfiguration of limb, digit or body part.

**Level 7:** Death

**Additional Information from the Nebraska Humane Society  
City of Bellevue, Nebraska  
Received on April 6, 2021**

**2016 = 118 dog bites total**

6 Pit Bulls

3 American Bulldog

1 Dogo Argentino

**Level 4 bites = 7**

- 2 Lab
- 1 American Bulldog
- 1 Doberman Pinscher
- 1 Pit Bull
- 1 German Shepherd
- 1 West Highland Terrier

**2017 = 100 dog bites total**

2 Pit Bull

4 American Bulldog

1 Staffordshire Bull Terrier

**Level 4 bites = 2**

- 1 Rottweiler
- 1 Staffordshire Bull Terrier

**Level 5 bites = 1**

- Great Dane

**2018 = 103 dog bites total**

5 Pit Bulls

3 Cane Corso

**Level 4 bites = 6**

- 1 Australian Cattle Dog
- 1 Boston Terrier
- 1 French Bulldog
- 1 Lab
- 1 German Shepherd
- 1 German SH Pointer

**2019 = 109 bites total**

7 Pit Bull

4 American Bulldog

2 Staffordshire Bull Terrier

**Level 4 bites = 9**

- 1 American Bulldog
- 1 Australian Cattle Dog
- 1 Basset Hound
- 1 Bluetick Hound
- 1 Border Collie
- 1 English Bulldog
- 1 Lab
- 1 Staffordshire Bull Terrier
- 1 Unknown Breed

**Level 6 bites = 2**

- 1 American Bulldog
- 1 Boxer

**2020 = 150 bites total**

5 Pit Bull

2 American Bulldog

1 Staffordshire Bull Terrier

**Level 4 bites = 8**

- 3 German Shepherd
- 2 Lab
- 1 Boxer
- 1 English Bulldog
- 1 Schnauzer (mini)

**Level 5 bites = 1**

- 1 Belgian Malinois

**2021 YTD through February = 14 bites total**

2 Pit Bulls

**Level 4 bites = 3**

- 2 Lab
- 1 Pit Bull

**Councilman Paul Cook requested this information be placed on Council Agenda.**

Bellevue City Council Meeting:  
Tuesday, May 4, 2021  
"Bully Dogs" proposed muzzle ordinance

Good evening:

I am concerned and saddened that we have had incidents that led to this proposal regarding dog attacks and am dismayed that any family should experience being attacked or bitten for any reason.

I have a dog that is of uncertain breed but can see by his appearance that he might be considered a "bully breed". He has experienced aggression 3 times by other dogs of various breeds. Each time, it was by a dog of another breed that would not fit in this category of dog, and he did not bite back. I do fear that he would be defenseless if he were to be muzzled.

As described below, identifying a "bully breed" is really a misnomer as they can be variations of many breeds of dogs and may not be as easily identified, making an ordinance difficult to enforce and compliance complicated.

**In excerpts from an Animal Planet article, which cites the CDC, American Humane Association, National Geographic, and other reputable sources in identifying that these breeds are not naturally aggressive, nor more likely to bite, or that their jaws are not stronger, nor do they "lock":**

Where were you when you heard your first bully breed urban legend? We've all come across at least one: A story about a bully that "just snapped" and attacked a person or another dog without warning. Often, these stories come complete with colorful descriptions of bully breeds' supernatural strength, locking jaws, or inability to feel pain. Many times, the tale has come to you by way of a "friend of a friend" or a "friend's neighbor who saw it happen to someone a while back." Almost always, the dog at fault is described as a "pit bull," with no additional details as to its specific breed or background.

In some cases, those myths and assumptions about the dogs' supposedly aggressive natures have even led to regional bans on bully breed ownership. But according to groups like the **ASPCA and Pit Bull Rescue Central (PBRC)**, bully breeds -- including the American pit bull terrier, the bullmastiff and the American Staffordshire terrier, among other breeds -- **can make for great family pets when they're properly trained and socialized**. And there's plenty of research to back that up. Before you buy into the scary stereotypes, read on to learn the truth behind common bully breed myths.

With Breed Specific Legislation banning bully breed ownership in certain areas, it's easy to understand why people assume anecdotal evidence about the dogs' aggressive tendencies is true. But the facts tell a different story. According to the **American Humane Association, on tests conducted in 2009 by the American Temperament Test Society, bullies scored better than several breeds that are rarely associated with aggression, including beagles and collies**.

Additionally, research conducted in 2000 by the **Centers for Disease Control and Prevention (CDC) showed that no specific breed of dog is inherently vicious**. And **National Canine Research Council director Karen Delise says that, in most cases, any dog that has a tendency to attack is responding at least in part to owners who have either neglected the pup or failed to give it proper socialization and training**.

The **CDC** estimates that nearly 4.5 million people in the United States are bitten by dogs each year, but **bully breeds are less often to blame than many other breeds**, including chow chows and German shepherds. Another CDC study conducted in 2000 attempted to assess which breeds had been involved in the most fatal attacks from 1979 to 1998; however, researchers found numerous challenges and flaws in trying to make accurate calculations. **To date, there is no scientific proof that bullies are more commonly involved in fatal attacks than all other dogs**.

Stories of bullies' super-strong jaws might make great horror film fodder, but science doesn't support them. Research conducted by **Dr. I. Lehr Brisbin at the University of Georgia** shows that ***bully breeds don't show any mechanical or morphological differences in jaw structure when compared to other dogs -- nor do their jaws come equipped with locking capabilities.***

To explore the question of jaw strength, a **2005 National Geographic study** measured force of bite for several creatures as pounds of bite pressure. On average, dogs exhibited about 320 pounds of pressure, while humans came in at 120 pounds and great white sharks at 600. The study also included a simulated bite sleeve test with a German shepherd, a Rottweiler and an American pit bull terrier. ***The pit bull actually registered the least amount pressure among the group, despite rumors that bully breeds can clamp down with an alarming 1600 pounds of force.***

According to the **PBRC**, there's ***no actual evidence to suggest that bully breeds are a riskier [breed] than any other types of breeds.*** While you may not be able to learn as much about a rescue dog's genetic history as you would with a dog from a breeder, the staff at animal rescues and shelters often have a pretty good idea of dogs' recent histories and current temperaments. At the very least, they can speak to how a dog has behaved since it's been at their facility.

In general, bullies are loveable, loyal and energetic, especially when given the proper socialization and training.

- American Humane Association. "Pit Bull Myths vs. Facts." (08/26/2010)
- Delise, Karen. "The Pit Bull Placebo: The Myths, Media, and Politics of Canine Aggression." Anubis Publishing. 6/2010. (08/26/2010)
- Pit Bull Rescue Central. (08/26/2010)
- Pit Bull Rescue Central. "PBRC Media Center." 08/31/10. (08/26/2010)
- Sacks JJ, Sinclair L, Gilchrist J, Golab GC, Lockwood R. "Breeds of dogs involved in fatal human attacks in the United States between 1979 and 1998." *Journal of American Veterinary Medical Association* 2000; 217:836-840.

**Other practical questions to consider are:**

- 1) Under what circumstances would a dog be muzzled? On a leash? In a fenced yard? In a house? In what situation is a dog most likely to bite? Would muzzling a dog when on a leash take care of the issue? I don't think so, as a leashed dog is already in its owner's control.
- 2) If a dog is in a fenced yard or house, is it inhumane to muzzle them as it affects the dog's ability to pant (which they need to be able to do to cool down), drink, and eat?
- 3) If we don't muzzle when they are in a fenced yard or house, then is it only when a dog gets loose that it becomes a muzzle issue? That would be an absurdity.

To sum up, breed specific ordinances have no merit, are inhumane to the animal, and have little effect on the likelihood that incidents of aggression will diminish. Having pets spayed and neutered, licensing and working with the local humane organizations and rescues that can screen dogs for aggressiveness before adoption won't avoid bites completely but will minimize risks to the community. Some other options are possibly requiring dog owners who have dogs that meet criteria identifying them as aggressive (and not breed specific) to be involved in training with the goal of better treatment and management the behavior of their pet, have some mandatory training as a part of getting a license, or limit dog ownership those who obtain a pet from a shelter or organization who can properly screen owners. Dog breeding outside of these organizations could possibly be required to have special licenses which could include training or adhering to a screening process.

Thank-you for your consideration of these points.

Sincerely,

Sherry Hubbard  
Avian Forest neighborhood

## Susan Kluthe

---

**From:** Lindsey Gegzna <gegzna.lindsey@gmail.com>  
**Sent:** Thursday, May 13, 2021 9:28 PM  
**To:** Susan Kluthe  
**Subject:** Fwd: Pit bull ordinance

Susan,  
Councilwoman Welch asked that I forward this email to you to be put in the permanent record for the public hearing regarding the proposed pitbull ordinance. I plan to be in attendance on Tuesday, however if for some unforeseen reason I am not, I wanted to make sure I sent this to you.

Thank you!  
Lindsey Gegzna

Sent from my iPhone

Begin forwarded message:

**From:** Lindsey Gegzna <gegzna.lindsey@gmail.com>  
**Date:** May 12, 2021 at 12:56:53 PM CDT  
**To:** Jerry.McCaw@bellevue.net, bob.stinson@bellevue.net, Thomas.burns@bellevue.net, Paul.cook@bellevue.net, Kathy.welch@bellevue.net, Don.preister@bellevue.net  
**Subject:** Pit bull ordinance

Dear Councilmen and Councilwoman,

I am writing this email in regards to the potential breed specific legislation that was read last Tuesday. I would like you to know that while I am opposed to breed specific legislation, I do see the need for an ordinance to help protect people and animals alike from dangerous dogs.

First, I would like to discuss a few misconceptions about the breed itself. Pit bulls/ bully breeds are not inherently anymore vicious or aggressive than any other breed according to the ASPCA. In fact, pitbulls and bully breeds temperament scores at an 85% or higher, according to the Temperament Testing Society, which puts them right up there with golden retrievers. There is a lot of misinformation that has been spread about the breed including bite strength, locking jaws, and inherent aggression, among other things. Media has sensationalized and demonized this breed of dog since dog fighting took the spotlight here in the United States. There are several breeds of dogs from other countries that were also bred for dog fighting, however our media pays them no attention. All dogs are capable of becoming aggressive if put in the wrong environment with little to no socialization, physical abuse, food withholding, etc. Although some pit bulls have been used for fighting, the vast majority of them were used for herding, hunting or guardian purposes, but most were bred and used as companions.

Second, I would like to address why BSL is not an effective means for safeguarding the community against dangerous dogs. BSL is a drain on tax money, resources, and only affects responsible dog owners and their dogs. We already have a leash law in place that is seldomly followed or enforced, as well as rules regarding pet licensing. If we add a muzzle law for pit bull/ bully breeds, we add to the number of cases that need to be enforced and take away resources from more emergent matters. It has been shown that dogs are often misidentified as pit bulls, so much in fact, the CDC actually quit tracking dog bites based on breed in 1993. The University of Florida recently did a study in which they asked

veterinarians and shelter staff to identify the breed of over 100 dogs. They then ran the DNA from all the dogs in the study and found that the dogs identified as pitbulls were misidentified up to 66% of the time, and had zero bully breed DNA. If trained professionals have a difficult time correctly identifying a pit bull, how accurate is the general public going to be? BSL also has negative effects on responsible owners, such as higher insurance premiums, and limited housing options. Not to mention the fact that BSL just continues to feed the portrayal that these dogs are dangerous. When people see a muzzled dog, they automatically associate that dog with aggression and are less likely to approach your dog to give it the socialization that healthy dogs require.

Third, in regards to a solution for keeping our general public and their pets safe from aggressive and dangerous dogs, I feel that the dangerous dog ordinance in Bellevue is sufficient. Our focus should be placed on holding irresponsible and reckless owners responsible for their pets and their pet's actions. We should be focused on enforcing leash laws and pet licensing so that we can better track dangerous animals and reckless owners.

Lastly, on a more personal note, I am a female that often walks my dog alone or with my small children. My dog provides me comfort in knowing that she is a deterrent for someone wanting to harm me or my family. How will my dog deter someone from that in the future if she is muzzled? Granted my dog would probably lick someone to death before she would show any aggression, but strangers don't know that. I would also be concerned for my dog's own safety if she was muzzled and unable to protect herself in the event that another dog attacked her.

I ask that you please consider all of the negative consequences of this draconian ordinance proposal before you vote. I have included links for my resources and hope that you will find time to read them and do your own research regarding BSL.

Best Regards,  
Lindsey Gegzna  
Pitbull Advocate and Resident of Bellevue

<http://love-a-bull.org/resources/the-history-of-pit-bulls/>

<http://www.aspca.org/animal-protection/public-policy/what-breed-specific-legislation>

<http://atts.org/tt-test-description/>

<https://atts.org/breed-statistics/statistics-page1/>

<https://sheltermedicine.vetmed.ufl.edu/2016/02/16/shelters-and-medicine-not-reliable-at-identifying-pit-bulls/>

CITY OF BELLEVUE, NEBRASKA  
 AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	05/18/2021	AGENDA ITEM TYPE:	
SUBMITTED BY:  Ashley Decker- HR Director	SPECIAL PRESENTATION		
	LIQUOR LICENSE		
	ORDINANCE <input checked="" type="checkbox"/>		
	PUBLIC HEARING		
	RESOLUTION		
	CURRENT BUSINESS		
OTHER (SEE CLERK)			

SUBJECT:

**Compensation Ordinance**

SYNOPSIS:

The compensation ordinance is updated as needed to reflect pay ranges for employees of the City that are covered under approved collective bargaining agreements and those positions that are unclassified. The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute.

FISCAL IMPACT:

Dependent on position

BUDGETED ITEM:  YES  NO  
 IF NO, EXPLAIN:

GRANT/MATCHING FUNDS  YES  NO  
 IF YES, %, \$, EXPLAIN:

N/A

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	_____
	Expected Start Date:	_____ Expected End Date: _____
	CIP Project Name:	_____
	MAPA # and Name:	_____
	Street District # and Name:	_____
Finance	Distribution Code:	_____
	GL Account #:	_____ [Fund-Dept-Project-Subproject-Funding Source-Cost Center] GL Account Name: _____

RECOMMENDATION:

Approve Compensation Ordinance 4038

BACKGROUND:

Outside of adding/removing new positions, the Compensation Ordinance was last updated in March 2018 in regards to adjusting for comparable pay ranges. The City completed their comparability study in April and is requesting the change in ordinance to align wages with that study.

ATTACHMENTS:

1	Ordinance No. 4038	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Handwritten signatures in blue ink]*

*[Handwritten signature: Sun 7/2]*

ORDINANCE NO. ~~3997~~ 4038

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. ~~39303997~~; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)  
~~Effective December 11, 2017~~

<u>Grade</u>	<u>Range</u>
2	By Contract
3	By Contract
4	By Contract
5	By Contract
6	By Contract
7	By Contract
8	By Contract
9	By Contract
10	By Contract
11	By Contract
12	By Contract
13	By Contract

B. Bellevue Professional Management Association (Management and Professional)  
~~Effective October 23, 2017~~

<u>Grade</u>	<u>Range</u>
14	By Contract
15	By Contract
16	By Contract
17	By Contract
18	By Contract
19	By Contract
20	By Contract

<u>Section 2.</u>	<u>Appointed Officials</u>	<u>Range (monthly)</u>
	City Administrator	By Contract
	City Clerk	<del>\$5,347 - \$7,216</del> <u>\$5,665 - \$8,164</u>
	Treasurer	\$270 - \$354 <u>\$305 - \$385</u>

Section 2a.	<u>Unclassified</u>	<u>Range (monthly)</u>
	<del>Accountant</del>	<del>\$ 3,748 - \$ 5,408</del>
	<del>Accounting &amp; Reporting Manager</del>	<del>\$ 5,000 - \$ 7,065</del>
	Ambulance Billing Account Manager	\$ 4,916 - \$ 6,492 <del>\$ 4,980 - \$ 6,684</del>
	<del>Assistant City Attorney</del>	<del>\$ 6,848 - \$ 10,119</del>
	City Attorney	\$ 8,204 - \$ 10,913 <del>\$ 8,750 - \$ 11,364</del>
	Community Development Director	By Contract
	<del>Acctg, Reporting &amp; Compliance and Control Manager</del>	<del>\$ 5,288 - \$ 7,445 <u>\$ 6,458 - \$ 9,032</u></del>
	Deputy Director Parks & Rec	<del>\$ 6,235 - \$ 8,297</del> <del>\$ 5,935 - \$ 8,642</del>
	Finance Director	<del>\$ 7,004 - \$ 10,338</del> <del>\$ 7,942 - \$ 11,248</del>
	Fire Chief	<del>\$ 8,227 - \$ 10,608</del> <del>\$ 8,304 - \$ 11,534</del>
	Human Resources Coordinator	<del>\$ 4,554 - \$ 6,066</del> <del>\$ 4,241 - \$ 6,488</del>
	Human Resources Director	<del>\$ 6,363 - \$ 8,515</del> <del>\$ 7,108 - \$ 10,662</del>
	Human Services Manager	\$ 4,489 - \$ 6,053
	Manager of Engineering Services	<del>\$ 6,480 - \$ 8,675</del> <del>\$ 7,353 - \$ 10,057</del>
	Library Director	<del>\$ 6,412 - \$ 8,177</del> <del>\$ 7,190 - \$ 9,887</del>
	<del>Paralegal</del>	<del>\$ 4,239 - \$ 5,678</del>
	Planning Manager	<del>\$ 5,288 - \$ 7,219</del> <del>\$ 6,315 - \$ 8,693</del>
	Police Chief	<del>\$ 7,906 - \$ 10,734</del> <del>\$ 8,708 - \$ 12,012</del>
	Public Works Director	<del>\$ 7,807 - \$ 10,465</del> <del>\$ 8,538 - \$ 11,813</del>
	Public Works Engineer II	<del>\$ 5,645 - \$ 7,438</del> <del>\$ 6,238 - \$ 8,791</del>
	Risk Manager	<del>\$ 4,719 - \$ 6,533</del> <del>\$ 5,562 - \$ 7,498</del>

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	<del>\$ 18.77 - \$ 27.12</del> <del>\$ 22.09 - \$ 30.38</del>
	Executive Secretary	<del>\$ 21.44 - \$ 29.23</del> <del>\$ 23.24 - \$ 31.66</del>
	Emergency Medical Services Supervisor	<del>\$ 33.98 - \$ 46.82</del> <del>\$ 40.16 - \$ 51.56</del>
	<del>Sr. HRIS/Payroll Specialist</del>	<del>\$ 22.82 - \$ 32.16</del>

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Beginning October 1, 2022, in order to maintain competitive market pay, the wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year. Annually, on the employees' full-time date of hire anniversary (or date of promotion anniversary if applicable), employees may be eligible for an increase if the top rate of the wage range for their position increases to a higher rate than their current wage after the top rate is increased by 1.6% each anniversary year.

Section 3. Bellevue Police Officers Association  
Effective October 1, 2018

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract

Sergeant

By Contract

Section 4. Bellevue Police Command Staff Association  
~~Effective October 1, 2018~~

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	<del>\$ 7,214 - \$ 8,926</del> <u>\$8,041 - \$ 10,482</u>

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)  
~~Effective January 22, 2018~~

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>			
\$9.00	\$9.25	\$9.50	\$9.75	\$10.00			
<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>			
\$10.25	\$10.50	\$10.75	\$11.00	\$11.25			
<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>			
\$11.50	\$11.75	\$12.00	\$12.25	\$12.50			
<u>P</u>	<u>Q</u>	<u>R</u>	<u>S</u>	<u>T</u>			
\$12.75	\$13.00	\$13.25	\$13.50	\$13.75			
<u>U</u>	<u>V</u>	<u>W</u>	<u>X</u>	<u>Y</u>			
\$14.00	\$14.25	\$14.50	\$14.75	\$15.00			
<u>Z</u>	<u>A-1</u>	<u>B-1</u>	<u>C-1</u>	<u>D-1</u>	<u>E-1</u>	<u>F-1</u>	
\$15.25	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75	

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

Unclassified Part-Time Positions                      Range (hourly)  
Part-Time Administrative Intern Position:    \$9.00 to \$12.00

Section 7a.    Bellevue Professional Firefighters Association (Part-Time Firefighters)  
~~Effective January 8, 2018~~

Job Classification    Range (hourly)  
Firefighters    By Contract

Section 8.    That Ordinance ~~39973930~~ is hereby repealed.

Section 9.    That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.

Section 10.    That this Ordinance shall be published in pamphlet form.

Section 11.    That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.

Section 12.    That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 202~~1~~0.

\_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15a.  
5/18/2021

COUNCIL MEETING DATE: 05/18/2021		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 type="checkbox"/>			
RESOLUTION <input checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>			

SUBJECT:

Request to approve the Redevelopment Plan for Lots 1 through 6, Block 130, Bellevue, and the Vacated Avenue Adjacent. Applicant: Ivy Properties, Inc. General Location: 2009 Franklin Street.

SYNOPSIS/BACKGROUND:

Ivy Properties, LLC is requesting approval of a redevelopment plan for Lots 1 through 6, Block 130, Bellevue, and the Vacated Avenue Adjacent. The plan proposes three phases: the first two phases will consist of 12 townhouse-style apartment units. The third phase will consist of a commercial lot, which will be developed after the residential units are complete. The current BGM zoning facilitates these proposed uses. As part of the redevelopment plan, the applicant is requesting approval of \$435,000 in Tax Increment Financing.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. Planning Department Staff Memo
2. Resolution 2021-12
3. Redevelopment Plan (Exhibit A)
4. PC Recommendation (Exhibit B)
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bruce Robinson*  
*[Signature]*  
*[Signature]*



## City of Bellevue

Planning Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3026

# MEMORANDUM

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

**FROM:** Angela Curry, Assistant Planning Manager

**DATE:** May 18, 2021

**RE:** Proposed Redevelopment Plan for 2009 Franklin Street

Attached for your review and recommendation is the Redevelopment Plan for Ivy Properties, Inc. This plan proposes the redevelopment of the vacant property of Lots 1 through 6, Block 130, Bellevue and Vacated Avenue Adjacent. This area was previously designated as blighted and substandard by the City Council. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The site is approximately 1.0 acre in size and consists of six lots located on the southeast corner of West 20<sup>th</sup> Avenue and Franklin Street; two lots to the north are undeveloped, two lots in the middle are asphalt parking lots, and the two southernmost lots have a 9,300 square foot vacant building that was built in 1954. The property lacks improvements and has been vacant for many years.

The applicant is proposing redevelopment of the property by replatting the existing six lots into two lots: north lot and south lot. The north lot will be developed with townhouse style apartment units as part of phase I and phase II, and the south lot will be designated for commercial use to be developed later as phase III.

The applicant indicates this project will support the redevelopment of the City of Bellevue by expanding housing options in the Olde Towne area and will supplement the Olde Towne Vision Plan because of its location, close to the center of Olde Towne.

The applicant is estimating the property's valuation to be \$2,075,788 upon completion of Phase I and II of the redevelopment project.

The Redevelopment Plan states there is approximately \$435,000 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF

to fund \$435,000 of the expenses. The breakdown of costs and data supporting the payback of TIF expenditures is attached to the Redevelopment Plan for your review.

The Planning Department believes this project will be a benefit to the city through the improvement of a blighted and substandard area that has remained vacant and underutilized. The Comprehensive Plan designates this area as an activity center. The site is currently zoned Metropolitan General Business District with and Olde Towne Overlay District. The proposed development is in conformance with the Comprehensive Plan and existing zoning.

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

**PLANNING DEPARTMENT RECOMMENDATION:**

The Planning Department recommends approval of the Ivy Properties, Inc Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment in the Olde Towne corridor.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the Ivy Properties, Inc Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment in the Olde Towne corridor.

## **RESOLUTION 2021-12**

WHEREAS, Ivy Properties, Inc, is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described as Lots 1 through 6, Block 130, Bellevue, and Vacated Avenue Adjacent, Sarpy County, Nebraska ("Redevelopment Project Area"); and

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

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

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

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

WHEREAS, the Redevelopment Plan contemplates that the Redevelopment Project shall be the sole responsibility of, and shall be undertaken and completed at the sole cost and expense of Ivy Properties, Inc.; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$1,999,936 increase in the current assessed valuation of the Redevelopment Project Area, and will also enhance the potential for increases in commercial and other desired development within the surrounding vicinity of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan contemplates that pursuant to the covenants, terms and conditions of a redevelopment agreement among the City, Ivy Properties, Inc. and such other parties as shall be appropriate, the City will issue such appropriate tax increment financing instruments as City shall deem to be appropriate, at the cost of Ivy Properties, Inc., in an amount not to exceed the principal sum of \$435,000 which, if fully paid, will reimburse Ivy Properties, Inc. for costs incurred in furtherance of those eligible Project improvements that are identified in the Plan and the Redevelopment Agreement from the increase in ad valorem real estate taxes levied upon the Redevelopment Project Area over a period of not more than fifteen (15) years from the effective date of the Redevelopment Plan as contemplated by the Act; and

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

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

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

(a) The Redevelopment Plan is in conformity with the general plan for the development of the City and otherwise in conformity with the legislative declarations and determinations of the Act;

(b) The Redevelopment Project would not be economically feasible without the use of tax-increment financing;

(c) The Redevelopment Project would not occur in the Redevelopment Project Area without the use of tax-increment financing;

(d) The costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services are in the long-term interest of the City, its residents and taxpayers and the Redevelopment Project Area; and

(e) The cost-benefit analysis for the Redevelopment Project, including that analysis identified and discussed in the Redevelopment Plan, i.e.

- (i) Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147 of the Act;
- (ii) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project;
- (iii) Impacts on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Project Area;
- (iv) Impacts on other employers and employees within the City and the immediate areas that are located outside the Redevelopment Project Area; and
- (v) Such other impacts determined by this Council, as the Redevelopment Authority and governing body of the City to be relevant to the consideration of costs and benefits arising from the Redevelopment Project,

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

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

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

2. That, subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Ivy Properties, Inc., and such other parties as shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS 18TH DAY OF MAY, 2021.

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Rusty Hike, Mayor

ATTEST:

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Susan Kluthe, City Clerk



RECEIVED  
MAR 17 2021  
PLANNING DEPT.

To: Chairman and Members of the Planning Board

From: Ivy Properties, Inc., Owner/Applicant

Date: 3/17/2021

Subject: Franklin Townhomes – 2009 Franklin St., Bellevue, NE

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### Project Description

#### Background:

The project site is located at 2009 Franklin St. on the southeast corner of W 20<sup>th</sup> Ave. & Franklin St. in Bellevue, NE immediately to the south of Washington Square Park. The existing parcel consists of six lots, the two northernmost lots nearest to the park are undeveloped land, the two southernmost lots are occupied by a building built in the 1950s and formerly used as a day care center, and the middle two lots are paved for parking. The property overall is rundown and has not been improved for many years.

The property is designated as part of a “blighted and substandard” area by the City of Bellevue. Redevelopment of the property will support the City of Bellevue’s redevelopment of the blighted and substandard area and particularly will supplement the Olde Towne Vision Plan. The property is located approximately one block north of the Olde Town Core Area and fronts along Franklin Street, the primary thoroughfare to the Olde Town Core Area from the north.

Redevelopment of this site will happen in three phases. This project will divide the parcel into two separate properties. The northern parcel will be the first two phases of the redevelopment and will consist of newly built townhome style apartments. Phase I will be the site preparation, installation of infrastructure and construction of one of the two apartment buildings, consisting of six dwelling units. Phase II will occur after completion of construction of the first apartment building and will be the construction of the second apartment building in the same style, consisting of six dwelling units. Redevelopment of the existing building on the southern parcel will be Phase III of the redevelopment plan. This application relates to tax increment financing for Phases I and II of the project, the apartment houses, only.

#### Existing Land Use and Conditions of the Redevelopment Site:

The site, approximately 1 acre in size, consists of six lots total: two undeveloped lots on the north, two lots in the middle which are an asphalt parking lot, and the two southmost lots which contain the only structure on the property. The building on the southern two lots is a vacant 9,300 sq ft one story office building built in 1954 which is in poor condition. The property is currently zoned as Metropolitan General Business (BGM) and is part of the Olde Towne Overlay District (OTO).

The site has already been declared to be blighted and substandard by the City of Bellevue pursuant to the standards of the Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq.

**Proposed Use and Project Details:**

Applicant proposes to re-plat the six lots into two lots, the North Lot and the South Lot. The North Lot will be developed into the Franklin Townhouses, two townhouse style apartment buildings, as part of Phase I and Phase II. The South Lot, with the commercial building, will be redeveloped at a later date. While no plans have been created yet for the South Lot, the current thought is that the building on the South Lot will be redeveloped for a restaurant or retail tenant which will provide a mutually beneficial relationship with the apartment houses proposed in Phase I and Phase II.

Phase I and Phase II of the project involves the construction of two new buildings. The two buildings will have a total of 12 townhouse style apartment units, collectively. Each dwelling unit in the building will be a three-bedroom three-bathroom unit with an attached one car garage. The units will be marketed for lease at market rent. A draft site plan is attached as Exhibit A.

The property is owned by the applicant, Ivy Properties, Inc. and will be developed by McCright Properties, LLC, which is managed by Nick McCright. Nick McCright is also the principal shareholder, director and officer of Ivy Properties, Inc. The building design is by Emswiler Architects, in Missouri Valley, IA. Engineering services are provided by TD2 Engineering & Surveying.

The applicant anticipates construction to begin Fall 2021 with completion of Phase I in the Spring of 2022. Phase II will begin upon completion of Phase I and is anticipated to be completed by year end 2022.

New Construction: Yes

Acres: approximately ½ acre

# of buildings: 2

Building Heights: 30 Feet

**Parking Plan for Proposed Project:**

Each unit of the townhome apartment building will have a one stall garage and driveway parking. There is street parking along Franklin Street and West 20<sup>th</sup> Ave. available as well.

**Analysis:**

The project site is located within a Community Redevelopment Area, meets the requirements of the Community Development Law and qualifies for the submission of an application for the utilization of Tax Increment Financing to cover costs associated with project development as submitted for approval through the Tax Increment Financing process. The project is, or will be, in compliance with zoning requirements, the City's Master Plan, and applicable Ordinances and development regulations.

This development project serves to expand housing options in the Olde Towne, Bellevue area. The project requires assembling multiple parcels to create a suitable size site for development and includes the needed site preparation, utilities connections, and appropriate infrastructure to service the townhome style apartments. The difficulties and the additional costs involved in assembling parcels, removing of

trees and infrastructure, and installing and connecting utilities, are challenges that further support the necessity of TIF assistance for this project.

This project would not be feasible without the assistance of the TIF Program as shown by the attached calculation on the return on investment with and without TIF funds. A reasonable investor would not find the return on investment to be sufficient without the assistance of the TIF funds and would not invest in development of the property. Accordingly, TIF funds are necessary for this project to go forward.

This project is in compliance with and benefits the City of Bellevue's redevelopment plan of the Olde Towne district. This project will offer modern housing units within the redevelopment zone and provide customers to support the businesses in and around the Olde Towne district.

## 2009 Franklin St. -- Project Finance Summary

<b>Sources of Funds:</b>	<b>Amounts:</b>
Owner Equity	\$490,050.00
Bank Loan, Construction	\$1,500,000.00
Tax Increment Financing	\$435,000.00
<b>Total Sources of Funds:</b>	<b>\$2,425,050.00</b>

<b>Uses of Funds:</b>	
Land/Building Acquisition	\$100,000.00
Construction Site Work Costs	\$166,150.00
Construction Hard Costs	\$1,800,850.00
Construction Hard Costs - Contingency	\$150,000.00
Construction Soft Costs	\$61,400.00
Developer Fee	\$56,250.00
Leasing Fees	\$5,400.00
Financing Fees/Construction Interest	\$85,000.00
<b>Total Uses of Funds:</b>	<b>\$2,425,050.00</b>

### Final Valuation Discussion

The applicant estimates an assessed valuation for the proposed North Lot upon completion of Phase I and II of approximately \$2,075,788. The current land valuation for the entire parcel (6 lots) before replatting into two separate lots is \$75,852, of which the proposed North Lot comprises approximately half of the entire parcel, giving it a current assessed land valuation of \$37,926. About half of the asphalt paving is also located on the proposed North Lot. The total assessed value of the paving is \$2,714. The proposed North Lot has a total approximate current assessed value of \$39,283.

### Land Use and Zoning

The site's six lots are currently zoned as Metropolitan General Business (BGM) and are part of the Olde Towne Overlay District (OTO). The BGM zoning allows apartment houses. This project does not require a change in zoning.

### Utilities and Public Improvements

As the proposed North Lot is currently undeveloped, connections to standard utilities (electrical, water, gas, sewer) will need to be constructed within the site and connected to existing main lines near the site. The project will also require relocation of a power pole in coordination with OPPD, installation of a private hydrant, and stormwater management facilities. Public improvements will also include curbing, gutters, and sidewalks in the right way.

### Historical Status

Not applicable.

### Evaluation Criteria: Mandatory Criteria

1. **The project must be located within a blighted area or an area eligible for a designation of blight as required and set forth by Nebraska statute.**

The property is located in an area previously designated by the City of Bellevue as a substandard and blighted in accordance with Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq.

2. **The project must further the objectives of the City's Master Plan.**

Phases I and II of the project will result in the development of approximately half an acre of vacant and underutilized land on the southeast side of West 20<sup>th</sup> Ave. and Franklin St. Phases I and II of this project, once completed, will offer 12 modern residential housing units. The site is located approximately one block north of the Olde Town Core Area, fronts along Franklin Street, the primary thoroughfare to the Olde Town Core Area from the north and will support and supplement the redevelopment of the Olde Town Core Area.

3. **The use of TIF for the project will not result in a loss of pre-existing tax revenues to the City and other taxing jurisdictions.**

The Tax Increment Financing request proposes to utilize only the increase in property taxes resulting from the improvements proposed by developer. Existing tax revenues will continue to accrue to the benefit of the City of Bellevue and other taxing jurisdictions. This property is currently undeveloped, and the development of the property will add to the future tax base of the City. The City and other taxing authorities will continue to receive taxes at the current assessed value for the base year and will receive a significant increase in taxes on the increased taxable value upon completion of the TIF payments.

4. **The developer is able to demonstrate that the project would not be economically feasible without the use of Tax Increment Financing. In addition, if the project has site alternatives, the proposal must demonstrate that it would not occur in the area without TIF. Return on investment assists in determining the economic feasibility of the project.**

See Developer's "ROI Analysis" attached hereto as Exhibit "B."

### Cost-Benefit Analysis

1. **Tax Shifts resulting from the approval of the use of funds pursuant to section 18-2147 (of the Community Development Law):**

There are no anticipated tax shifts resulting from this project. The current taxing authorities will continue to receive taxes on the property at the current assessed value determined for the base year.

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from projects receiving incentives:**

Public infrastructure currently exists along and adjacent to the project site. The project will provide sidewalks, lighting, and landscaping around and at the site. Currently, this site is underutilized as vacant land. Over the long term, it will provide a significant increase in local property tax revenues based upon the increased value of the developed site after repayment of the TIF funds. While the project will provide 12 new housing units to the area, any impact upon the community public services already provided in the area are outweighed by the increased tax revenue to be provided by such development.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of redevelopment project:**

During redevelopment and construction, the project will create jobs and local businesses are likely to be patronized by workers. Upon completion of the project, the project will create housing availability for employees of nearby businesses and the project will further benefit local business by increasing the residents in the area who will be likely customers of and utilize such businesses.

**4. Impacts on businesses within the area:**

This project will bring 12 additional households to the redevelopment area of Old Towne, Bellevue. Those residents will support local shops and diners and will complement the overall redevelopment plan of this area. The project will also provide new housing options for those working at businesses in the area.

**5. Impacts on students' populations and school districts within the project area:**

This project will likely bring families with students into the school districts serving the area, but due to the size and number of housing units within the project, it is not likely to have such a significant impact that it would have an adverse effect.

**6. Any other impacts relevant to the consideration of costs and benefits arising from the development project:**

This project will be a catalyst for the redevelopment of underutilized areas along and near Old Towne, Bellevue.

### **TIF Request**

The TIF request is for \$435,000.00, plus accrued interest. The TIF amount is 18% of the total project cost. TIF will be used to offset TIF eligible costs such as acquisition, demolition, site work, architectural and engineering fees, and public improvements as required. The TIF eligible Expenses are shown in detail on Exhibit C. The total estimated project cost is \$2,425,050.00. The final assessed valuation upon completion of Phases I and II of \$2,075,788.00 will support the TIF request with interest at the rate of 3.8% per annum as shown by the Amortization Schedule attached as Exhibit D.



Exhibit B

Franklin Townhomes- 2009 Franklin Street, Bellevue, Nebraska  
Ivy Properties, Inc.

**Projected Statement of Operations:**

Gross Monthly Income	\$216,000
Vacancy & Credit Loss	<u>(\$9,000.00)</u>
<b>Effective Monthly Rental Income</b>	<b>\$207,000.00</b>
Management Fees	\$10,800.00
Maintenace	\$6,000.00
Property Taxes	\$47,417.00
Property Insurance	\$7,200.00
Debt Service	<u>\$116,344.00</u>
<b>Total Expenses:</b>	<b>\$187,761.00</b>
<b>Annual Cash Flow</b>	<b>\$19,239.00</b>

Description	Project with TIF	Project without TIF
TIF Proceeds	\$ 435,000.00	\$ -
Debt	\$ 1,500,000.00	\$ 1,500,000.00
Equity	\$ 490,050.00	\$ 925,050.00
Total Project Cost	<u>\$ 2,425,050.00</u>	<u>\$ 2,425,050.00</u>
<b>Return on Investor Equity</b>	<b>4%</b>	<b>2%</b>

EXHIBIT C  
SUMMARY OF TIF ELIGIBLE EXPENSES

The Project:

Description	Costs
Termite Control	\$ 2,700.00
Tree Removal	\$ 8,000.00
Infrastructure & Misc.:	
Site Excavation/Backfill	\$ 36,000.00
Fine Grading	\$ 2,500.00
Site Utilities	\$ 151,000.00
Site Electrical	\$ 16,200.00
Site Paving	\$ 94,000.00
Landscaping, Irrigation, & Sod	\$ 12,000.00
Site Improvements - Underground Retention Pond	\$ 18,000.00
Architectural Fees	\$ 45,000.00
TIF Application Costs/Legal Fees	\$ 10,000.00
Land Acquisition	\$ 38,000.00
Engineering	\$ 16,000.00
Construction Contingency	<u>\$ 28,000.00</u>
<b>Total:</b>	<b>\$ 477,400.00</b>

EXHIBIT D  
Franklin Townhomes- 2009 Franklin Street, Bellevue, Nebraska  
Ivy Properties, Inc.

Year	Total Taxable Valuation	Pre- Development Base	TIF Taxable Valuation	Tax Levy	Gross TIF Tax Revenue	Treasurer's 1% Fee	Tax Revenue Available for TIF DS	Debt Service Payments			Loan Balance
								Principal	Interest at 3.8%	TIF DS PMT	
0											\$ 435,000
0.5									\$ 8,265		\$ 443,265
1									\$ 8,422		\$ 451,687
1.5									\$ 8,582		\$ 460,269
2									\$ 8,745		\$ 469,014
2.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 14,116	\$ 8,911	\$ 23,027	\$ 454,898
3	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 14,384	\$ 8,643	\$ 23,027	\$ 440,514
3.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 14,658	\$ 8,370	\$ 23,027	\$ 425,856
4	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 14,936	\$ 8,091	\$ 23,027	\$ 410,920
4.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 15,220	\$ 7,807	\$ 23,027	\$ 395,700
5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 15,509	\$ 7,518	\$ 23,027	\$ 380,191
5.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 15,804	\$ 7,224	\$ 23,027	\$ 364,387
6	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 16,104	\$ 6,923	\$ 23,027	\$ 348,283
6.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 16,410	\$ 6,617	\$ 23,027	\$ 331,873
7	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 16,722	\$ 6,306	\$ 23,027	\$ 315,151
7.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 17,040	\$ 5,988	\$ 23,027	\$ 298,111
8	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 17,363	\$ 5,664	\$ 23,027	\$ 280,748
8.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 17,693	\$ 5,334	\$ 23,027	\$ 263,055
9	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 18,029	\$ 4,998	\$ 23,027	\$ 245,025
9.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 18,372	\$ 4,655	\$ 23,027	\$ 226,653
10	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 18,721	\$ 4,306	\$ 23,027	\$ 207,932
10.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 19,077	\$ 3,951	\$ 23,027	\$ 188,856
11	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 19,439	\$ 3,588	\$ 23,027	\$ 169,416
11.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 19,809	\$ 3,219	\$ 23,027	\$ 149,608
12	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 20,185	\$ 2,843	\$ 23,027	\$ 129,423
12.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 20,568	\$ 2,459	\$ 23,027	\$ 108,855
13	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 20,959	\$ 2,068	\$ 23,027	\$ 87,895
13.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 21,357	\$ 1,670	\$ 23,027	\$ 66,538
14	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 21,763	\$ 1,264	\$ 23,027	\$ 44,775
14.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 22,177	\$ 831	\$ 23,027	\$ 22,598
15	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$ 22,598	\$ 429	\$ 23,027	\$ (0)



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Ivy Properties, Inc.

CASE #: ECD-48

CITY COUNCIL HEARING DATE: May 18, 2021

REQUEST: to approve the Redevelopment Plan for Lots 1 through 6, Block 130, Bellevue & Vacated Avenue Adjacent.

On April 22, 2021 the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

**APPROVAL** based on conformance with the Comprehensive plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment in the Olde Towne Corridor.

**VOTE:**

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

Planning Commission Hearing (s) was held on: April 22, 2021

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15b.  
5/18/2021

COUNCIL MEETING DATE: 5.18.21		SUBMITTED BY: City Administrator		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the Resolution which approves the Sarpy County and Cities Wastewater Agency Resolution 2020-13.

SYNOPSIS/BACKGROUND:

The Sarpy County and Cities Wastewater Agency approved Resolution 2020-13 regarding policies and procedures implementing the Growth Management Plan (GMP) for the Sarpy County and Cities Wastewater Agency. The City Council for Bellevue needs to approve the same by Resolution.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Resolution.

ATTACHMENTS:

1. Resolution & Attachments 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bruce Bellin*  
*[Signature]*

**RESOLUTION NO. 2021 - 13**

A RESOLUTION ADOPTING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY RESOLUTION **2020-013** – A RESOLUTION ADOPTING AND APPROVING THE POLICIES AND PROCEDURES IMPLEMENTING THE GROWTH MANAGEMENT PLAN FOR THE SARPY COUNTY AND CITIES WASTEWATER AGENCY.

WHEREAS, the City of Bellevue (“Bellevue”) is a party to an agreement (the “Agreement”) entered into pursuant to the Interlocal Cooperation Act, set out in Nebraska Revised Statute 13-801 et seq, by and between Sarpy County and the cities of Papillion, Bellevue, Gretna, La Vista, and Springfield (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”); and,

WHEREAS, the Agency adopted Resolution No. **2020-013** attached hereto as Exhibit “A”; and,

WHEREAS, the Bellevue City Council deems it appropriate and advisable to approve the Resolution which has been approved by the Agency Board and is attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bellevue, Nebraska, that attached **Resolution 2020-013** is hereby approved.

This Resolution was approved by a vote of the City Council of the City of Bellevue, Nebraska at a public meeting duly held in accordance with applicable law on the \_\_\_\_\_ day of May, 2021.

ADOPTED AND APPROVED:

\_\_\_\_\_  
Mayor, Rusty Hike

ATTEST:

Approved as to Form:

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

*A Bree Rollin*  
\_\_\_\_\_  
City Attorney

**Exhibit "A"**

RESOLUTION NO. 2020-013

**BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY**

**RESOLUTION ADOPTING AND APPROVING THE POLICIES AND PROCEDURES  
IMPLEMENTING THE GROWTH MANAGEMENT PLAN FOR THE SARPY  
COUNTY AND CITIES WASTEWATER AGENCY**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended the “Formation Interlocal”), and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Section VI of the Formation Interlocal, the Agency is required to plan, develop, and approve a Master Plan for the design of the Unified SSWS;

WHEREAS, pursuant to Agency Resolution 2019-004, the Agency adopted the Growth Management Plan (as amended, “Growth Management Plan”) that prioritizes areas of land development and growth within the Agency’s Jurisdiction and that serves as a necessary step in the development of the Master Plan. The Growth Management Plan was subsequently approved by each Agency Member’s governing body. The Growth Management Plan was amended pursuant to Agency Resolution 2020-004 to amend the area of land located within the Urban Development Zone (as defined in the Growth Management Plan);

WHEREAS, pursuant to Section V(A)(4) of the Formation Interlocal, the Agency has the power and authority to “[m]ake, amend, and repeal such Agency bylaws, rules, and regulations from time to time which are not inconsistent with the Act and [the Formation Interlocal] and which are intended to carry out and effectuate the Agency’s powers and purposes”; and

WHEREAS, in connection therewith, the Agency Board reviewed the Growth Management Plan, as amended, and the proposed policies and procedures attached hereto as **Exhibit A** that are intended to implement and enforce certain aspects of the Growth Management Plan (the “GMP Policies and Procedures”);

WHEREAS, the Agency Board deems it appropriate and advisable to approve the attached GMP Policies and Procedures; and

WHEREAS, the Agency recognizes that the Agency’s adoption of the GMP Policies and Procedures does not supersede each Member’s planning approval jurisdiction, and the Members (a) recognize that any future development and related sewer service expansion within the Agency’s Jurisdiction shall be consistent with the Growth Management Plan, as amended, the

GMP Policies and Procedures, and any other implementing policies and procedures adopted by the Agency Board from time to time, and (b) agree to submit the GMP Policies and Procedures to their respective bodies and planning and zoning boards (or related bodies) for review and incorporation into their respective comprehensive development and land use plans or similar instruments.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD THAT the GMP Policies and Procedures attached hereto as **Exhibit A** are hereby adopted and approved;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Agency’s adoption of the GMP Policies and Procedures does not, except as otherwise provided in the Formation Interlocal or pursuant to Agency Resolution 2019-004, (a) expand the Agency’s Jurisdiction or abrogate the requirements of Section VII of the Formation Interlocal, (b) abrogate each Member’s maintenance of its own autonomy, jurisdiction, powers, and indebtedness as a governmental subdivision, (c) supersede each Member’s planning approval jurisdiction, or (d) in any manner restrict, limit, or control either Gretna’s, Springfield’s, Sarpy County’s or Papillion’s sole authority to own, operate, maintain, design, construct, extend, and collect revenue from their Existing Sewer Systems located within the Gretna Sewer Service Area, Springfield Sewer Service Area, Sarpy Sewer Service Area, and Papillion Sewer Service Area, respectively, pursuant to the separate interlocal agreements by the Agency and Gretna and Springfield and as otherwise set forth in Agency Resolution 2019-004 dated June 26, 2019; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT each Member (a) recognizes that any future development and related sewer service expansion within the Agency’s Jurisdiction shall be consistent with the Growth Management Plan, as amended, the GMP Policies and Procedures, and any other implementing policies and procedures adopted by the Agency Board from time to time, and (b) agrees to submit the GMP Policies and Procedures to its governing body and planning and zoning board (or related body) for review and incorporation into its comprehensive development and land use plan or similar instrument.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 26th day of August, 2020.

Attest:  
Lisa A. Haine  
Sarpy County and Cities Wastewater  
Agency Secretary



David R. Kelly  
Sarpy County and Cities Wastewater  
Agency Board Chairman

**EXHIBIT A**

**GMP Policies and Procedures**

[Attached]

**SARPY COUNTY AND CITIES WASTEWATER AGENCY**  
**GROWTH MANAGEMENT PLAN**

*Effective June 26, 2019*

*Adopted by Sarpy County and Cities Wastewater Agency on June 26, 2019 Pursuant to Resolution No. 2019-004*

*Amended on February 26, 2020 Pursuant to Resolution No. 2020-004*

**Overview**

This Growth Management Plan (the “Plan”) provides an overall framework for the suburban/urban development of a portion of southern Sarpy County (the “County”) to be served by a unified sanitary sewer system owned and operated under the auspices of the Sarpy County and Cities Wastewater Agency (the “System”). The Plan identifies areas intended to be served by the System as well as growth zones intended to manage development in phases.

The Agency and its individual Members agree that the System’s design, phasing and operation are intended to achieve the following objectives:

- Enable future development while limiting it to areas that can be served by sanitary wastewater facilities and other necessary public infrastructure, facilities and services.
- Encourage economic development in the County through targeted public infrastructure development.
- Provide support for the Future Land Use plans and related infrastructure and service plans of each Agency Member.
- Consider market demand while providing predictability for private investment.
- Support projects that provide County-wide benefit.
- Reflect holistic public infrastructure, facility and service needs and impacts.
- Ensure that those who benefit from the System contribute to its development, operation and maintenance.

To achieve these objectives, the Agency and its Members intend to adopt this Plan and, separately, the policies and procedures required to implement it. The Agency may periodically update this Plan, the Growth Zones (as defined below) and the implementing policies and procedures.

**Growth Management Area**

The Service Area map (Figure 1) depicts the “Service Area” covered by the Growth Management Plan. Land within this area (the “Growth Management Area”) is intended to be

developed to a suburban/urban density, defined as development that requires municipal water and sanitary sewer service. Land outside of the Growth Management Area and outside of the Papillion Creek Watershed is restricted to lower-density development that can be accommodated through individual or small-scale well and septic systems.

### **Growth Zones**

The Growth Management Area comprises two “Growth Zones” that manage where and how new development occurs within the Growth Management Area: (1) the Urban Reserve Zone (“URZ”), which limits growth in areas not currently served with sanitary sewer and other public utilities but which can be served in the future; and (2) the Urban Development Zone (“UDZ”), which provides opportunity for immediate investment and development and which best supports urban and suburban-scale densities with corresponding infrastructure extensions.

The URZ’s purpose is to ensure that sufficient land is available to accommodate projected demand for future urban development. Further, given the cost of the infrastructure needed to support such development, it is critical that enough land is reserved within the URZ to accommodate the density of development needed to pay for the sewers, streets, utilities and other infrastructure required to serve the new urban development. As urban scale infrastructure (sanitary sewer, roads, etc.) becomes available on the periphery of the URZ, the Agency should assess the phased transition of watersheds to the UDZ.

The Growth Zone map (Figure 2) depicts the boundaries of each Growth Zone. Boundary adjustments will be made in accordance with policies and procedures set forth by the Agency and will support the Agency’s objective of ensuring any development occurring within the URZ is consistent with infrastructure development plans and availability within the UDZ. Criteria considered by the Agency in evaluating boundary adjustment requests to include portions of the URZ in the UDZ may include:

- Will the property in question be served by sanitary interceptor sewers and other infrastructure necessary to support urban-scale development?
- Can the property be served by industry-standard depth gravity flow to an existing municipal sanitary sewer line in the UDZ?
- Is there a factual error in the delineation of the URZ boundary?

If a boundary adjustment request meets one or more of the criteria set forth above, the Agency should consider adjusting the URZ boundary to incorporate the property in question into the UDZ and update the Growth Zone map accordingly.

This Growth Management Plan does not supersede each Member’s planning approval jurisdiction.

## **GROWTH MANAGEMENT PLAN IMPLEMENTING POLICIES AND PROCEDURES**

*Effective August 26, 2020*

*Adopted by Sarpy County and Cities Wastewater Agency on August 26, 2020 Pursuant to Resolution No. 2020-013*

### **I. Purpose**

The policies and procedures set forth herein (collectively, these "Policies") are intended to and do effectuate the Growth Management Plan adopted by the Sarpy County and Cities Wastewater Agency (the "Agency") on June 26, 2019 pursuant to Resolution No. 2019-004 and amended on February 26, 2020 pursuant to Resolution No. 2020-004 (as amended, the "Growth Management Plan") to guide suburban and urban development within the Agency's jurisdiction in southern Sarpy County depicted as the "Service Area" on **Figure 1** attached hereto (the "Agency's Jurisdiction") to be served by a unified sanitary sewer system owned and operated under the Agency (the "System"). The Growth Management Plan is incorporated herein by this reference.

### **II. Amendments**

The Agency Board may establish and adopt such additional procedures as it deems necessary and appropriate to effectuate these policies and procedures.

### **III. Policies**

The following policies, as adopted by the Agency and its individual members (individually, a "Member"; collectively, "Members"), applies to property within the designated Urban Reserve Zone ("URZ") and Urban Development Zone ("UDZ"), as depicted on the Growth Zone map attached hereto as **Figure 2**.

#### **A. URZ Policies:**

1. Standard suburban/urban/industrial development requiring municipal water and/or sewage treatment services will not be allowed in the URZ until individual watersheds are included within the UDZ and "opened" for development as part of the phased extension of sanitary sewer service from the UDZ, unless otherwise provided in these Policies.
2. New development in this zone will be limited except as may be allowed by the applicable Member's large acreage and build-through or similar type of zoning and/or subdivision regulations. For Members that do not have a large acreage, build-through or similar type zoning and/or subdivision regulations, developments in those Members' zoning and planning jurisdiction shall adhere to Sarpy County's corresponding regulations.

3. New developments in this zone must provide for arterial street connections and through-street connections and adequate easements for future utility extensions. Such future extensions cannot be altered, blocked or denied. The applicable Members shall follow their respective street connection plans or similar type policies. For Members that do not have such plans or policies, those Members shall follow Sarpy County's street connection plan.
4. Prior to a Member's approval of a final plat for any tract, parcel or lot within the URZ, there must be a Member Agreement for such tract, parcel or lot.
5. If development is permitted in these areas it should be designed in a way that minimizes impact on surrounding uses and allows for future suburban/urban/industrial development, i.e. cluster development.
6. The URZ should be periodically monitored/evaluated for adjustment by the Agency. As urban scale infrastructure (sanitary sewer, roadways, and other improvements) becomes available on the periphery of the URZ, the Agency may assess the phased transition of watersheds located in the URZ to the UDZ.
7. If a Member determines that standard suburban/urban/industrial development should occur within a portion of the URZ located within that Member's planning and zoning jurisdiction, that Member may allow such standard suburban/urban/industrial development consistent with the following procedure, unless waived or otherwise agreed to by the Agency Board in writing:
  - (a) Such Member must notify the Agency Administrator in writing that it desires to pursue a Member Agreement (defined below) to allow standard suburban/urban/industrial development in the URZ;
  - (b) The Agency pays for and commissions from its financial advisor(s) a new study of the potential adverse impact of such development within the URZ to the System's anticipated capacity, function and connection fees if such development were to occur. The Member shall provide the Agency's financial advisor(s) with all pertinent information reasonably requested by said advisor(s) related to the proposed standard suburban/urban/industrial development in order for the advisor(s) to conduct such a study;
  - (c) Prior to such impact study being conducted, (i) a preliminary plat of such proposed standard suburban/urban/industrial development must have previously been submitted to the Member's planning and zoning board, and (ii) the Member requesting the Agency impact study must pay to the Agency one-half of the cost for the same;

- (d) In the event the Member disagrees with the results of the Agency's impact study, such Member may, at the Member's sole cost and expense, obtain a separate study on the potential adverse impact of such development in the URZ. If the Member elects to obtain a separate impact study, it shall provide a copy of the same to the Agency Administrator. The Agency is under no obligation to accept, consider, adopt or incorporate any portion of such Member's impact study, and the Agency Board retains the authority to determine the adverse impact of such development in the URZ in its sole and absolute discretion; and
- (e) The Agency and such Member enter into a written agreement (a "Member Agreement") pursuant to which such Member agrees to compensate the Agency for and make other accommodations necessary to eliminate any adverse impact as determined by the Agency's impact study. If the Member agrees to compensate the Agency for and otherwise eliminate the potential impacts to the System capacity, function and connection fees as determined by the impact study, then the Agency cannot deny or delay approval of the Member Agreement.

- 8. To the extent feasible and agreed to by the Agency and the applicable Member, the Member Agreement may include provisions permitting the developer of such land to be reimbursed by such Member or other future developments in connection with the developer's pioneering of the construction and payment of non-interceptor sewer infrastructure.

B. *UDZ Policies:*

- 1. Development in these areas must be served with public infrastructure, facilities, utilities and services in a manner that is coordinated with the appropriate Member jurisdictions.
- 2. Development must follow the Agency's technical advisor's sewer flow and revenue assumptions for the land within the UDZ and the Agency's Growth Management Plan. In general, it is assumed that the future land use pattern in the Agency's Jurisdiction will be urban, suburban, or industrial in character and density.
- 3. If a Member approves a development within the UDZ that is not urban, suburban or industrial in character and density, such development shall be subject to a connection fee on a per acre basis as set forth in the Agency's rate and fee schedule then in effect. If, however, such Member does not want to assess a connection fee on a per acre basis, the procedure set forth in Section III(A)(7) above shall be followed to determine the adverse impact of such development and the Member's agreement to compensate the Agency for the same.

- C. *Policies Applicable to Unique Developments:* If a Member notifies the Agency of a development in its zoning and planning jurisdiction that such Member does not otherwise support pursuant to subsections (B) or (C) above, and only after such Member used good faith efforts to reach an agreement with the applicable developer with respect to connection fees, user rates and other considerations applicable to such development not otherwise addressed in this Section III or set forth in the Growth Management Plan, the Agency agrees to waive the connection fees otherwise payable to the Agency applicable to such development in accordance with the Agency's rate and fee schedules then in effect.

#### IV. **Boundary Adjustment Procedures and Criteria**

Although it is not encouraged, a limited amount of development may be allowed within the URZ prior to the installation of infrastructure necessary to support urban development. However, it is important that any such interim development provides for future sewer and utility easements and follows applicable Agency and Member policies for arterial and internal street connections.

In addition, it is important that any such development reserves sufficient land for future urban development. Such steps will ensure that future urban development can be supported and fit seamlessly with earlier development. To ensure that sufficient land is set aside and that proper connections and easements are provided, any development approved by the Agency in the URZ in accordance with the Agency's policies and procedures shall adhere to build-through regulations comparable to those of Sarpy County with respect to the level of sewer flows and revenue generated by such development or the applicable Member's similar type regulations, whichever is more restrictive and promotes the most dense development.

##### A. *Agency Boundary Updates:*

1. Following the initial adoption of the Growth Management Plan and establishment of the URZ and UDZ boundaries by the Agency, the Agency shall set aside a portion of the fees collected from development for future updates to the Growth Management Plan. This update shall occur every 4-5 years or sooner if market conditions require. The update shall follow the same process as the initial adoption of the plan, as follows:
  - (a) Document and review historic development data and trends in the Agency's Jurisdiction and the surrounding metropolitan area
  - (b) Review all plans for the area and ensure that those plans and the new growth management plan are compatible.
  - (c) Analyze current market conditions and estimate future development needs.

- (d) Review actual revenue from various sources and estimate revenue based on future development patterns and trends.
- (e) Review potential watersheds for a shift from the URZ to the UDZ and estimate costs.
- (f) Consider not only the sewer costs but also the cost of other needed public infrastructure, utility, facility and service costs.
- (g) Based on this analysis identify preferred watershed(s), if any, that are needed to accommodate new development, to be included in the UDZ. Calculate the revenue adjustments needed to pay for the necessary improvements.
- (h) Meet with the Member jurisdictions, development community, business community and public, to develop the proposed changes, costs and financing plan.
- (i) Based on input from these interested parties prepare a final boundary plan for approval by the Agency Board and adoption by the applicable Member jurisdictions.

**B. *Boundary Adjustment Requests:*** The following section outlines the process and criteria for adjusting the Urban Reserve Zone and Urban Development Zone boundaries following a special request by an Agency Member.

1. Requests for boundary adjustments by an Agency Member should be made in writing to the Agency Administrator stating the reason or reasons for the adjustment. The Agency Administrator will transmit the request to the Board as a Growth Management Plan amendment for appropriate action.
2. In considering the request for a boundary adjustment, the Agency Board should inquire whether the following criteria can be met:
  - (a) The applicable Member and/or developer must have taken the necessary steps to ensure that a portion of the URZ will be served by municipal sanitary interceptor sewers and other infrastructure necessary to support urban development.
  - (b) The applicant can show that there is a factual defect in the delineation of the Urban Reserve Zone boundary line.
  - (c) A developer can show that after the proposed grading of a portion of its plat that is within the URZ, the property can be served by industry standard depth gravity flow to an existing municipal sanitary sewer line in the Urban Development Zone (UDZ).
  - (d) Any other criteria not now anticipated that follows the objectives outlined in the Growth Management Plan.

If it is determined by the Agency Board that at least one of the above criteria has been met and upon execution of agreements and/or adoption of an Agency Board resolution

effectuating the above, the development area will be added into the UDZ and the Growth Zone map(s) will be adjusted accordingly unless the Agency determines that such modification would: (i) adversely impact the System, the Agency, or any Member jurisdiction; (ii) cause the Agency to violate any agreements to which it is a party; or (iii) otherwise violate Agency policies and/or procedures then in effect.

V. **Exception Requests Procedures and Criteria**

A. The following provides the process and criteria for evaluating specific requests by an applicant or Agency Member for an exception (an "Exception") from the Growth Management Plan and/or these Policies:

1. Requests for Exception should be made in writing to the Agency Administrator stating the reason or reasons why the guidelines should be waived.
2. The Agency Administrator will transmit the request to the Board for appropriate action as a Growth Management Plan Exception.
3. In considering the request for Exception, the Board shall determine whether one or more of the following criteria can be met:
  - (a) The applicant can show that it made a bona fide application for subdivision approval and/or rezoning prior to the effective date of the 2019 Growth Management Plan and, therefore, should be entitled to have its plat considered in accordance with the regulations prevailing at the time they submitted their plat.
  - (b) The applicant can show that approval of the request would further another important Member Comprehensive Plan objective which might offset any detrimental impact of granting an Exception from the URZ requirements.
  - (c) The applicant can show that the approval will allow division of property for settlement of an estate between family members so that ownership will be continued uninterrupted within the family and that they have followed the County's guidelines for utility and drainage easements and roadway access and connections.
  - (d) The applicant can show that it is requesting to create a single additional lot for sale or transfer to a member of their immediate family for construction of a home for that family member and that they have followed the County's guidelines for utility and drainage easements and roadway access and connections.
  - (e) The applicant agrees to pay sewer connection and usage fees established by the Agency and to set aside any necessary sewer easements as may be necessary to ensure the future extension of sewer service within the Agency's Jurisdiction.

- B. Exceptions shall not be granted if the subdivision is proposed for land that has previously been set aside as an "outlot" through the Build-Through Overlay Zoning District process.
  - C. Exceptions related to 3b above should not be granted unless supported by the applicable Member jurisdiction within which the exception is located and only after appropriate physical and financial adjustments and possible compensations are provided to ensure that the exception will not adversely affect the Agency's objectives, policies, procedures or finances. In addition, such an exception should not be granted if the small lot subdivision can be achieved through a Build-Through Overlay Zoning District process.
  - D. In the event the Agency grants conditional approval of an Exception request, such Agency conditions shall be satisfied before the applicable Agency Member approves the applicable preliminary plat and/or rezoning approval.
- VI. **Administrative Changes/Approvals.** Requests for an Exception and/or Agency approval of developments within the Agency's Jurisdiction that are determined to be, as determined by the Agency's planning and land use advisor(s), (a) non-material or administrative in nature, or (b) in conformance with, or otherwise satisfy, the criteria set forth in the Growth Management Plan and these Policies may be approved by the Agency Administrator without Agency Board approval. Such approval by the Agency Administrator must be in writing and accompanied by a written recommendation by the applicable Agency planning and land use advisor(s) and approved by Agency legal counsel.
- VII. **Fees and Rates**
- A. Prior to the connection to the Agency's System of any development or land located within the Agency's Service Area, such development or land shall be subject to the payment of applicable connection, usage, and other rates and fees established by the Agency from time to time. Each Member having zoning jurisdiction over such developments shall be responsible for collecting and paying to the Agency such rates and fees in accordance with applicable Agency resolutions, policies and procedures then in effect.
  - B. Except as otherwise set forth in the Agency's then applicable rate and fee schedules, single-family lots of three (3) acres or less, or single-family lots of twenty (20) acres or more located in the URZ and as allowed by the applicable Member's large acreage and build-through or similar type of zoning and/or subdivision regulations that are approved and developed in accordance with the Growth Management Plan (as amended) and these Policies (as amended), shall be assessed a connection fee equal to one (1) equivalent dwelling unit (EDU) as

defined and set forth in the applicable Agency rate and fee schedules then in effect.

VIII. **Connection Agreements.** Prior to a Member's approval of a final plat for any development or land located within the Agency's Service Area, the Agency, the Member having zoning and planning jurisdiction, and such owner, developer or sub-divider shall enter into a three-party connection agreement that authorizes the connection of such development or land to the Agency's System and incorporates the Agency's Growth Management Plan, these Policies, and the sewer connection fees and user rates schedules and policies then in effect. Each Member shall include this provision as a condition to each preliminary plat approval. Provided however, that no such three-party connection agreement is required for any final plat for any development or land that is (a) within the Gretna Sewer Service Area, Springfield Sewer Service Area, Sarpy Sewer Service Area, or Papillion Sewer Service Area, respectively, pursuant to the separate interlocal agreements by the Agency and Gretna and Springfield and as otherwise set forth in Agency Resolution 2019-004 dated June 26, 2019, and (b) not connecting to the Agency's System.

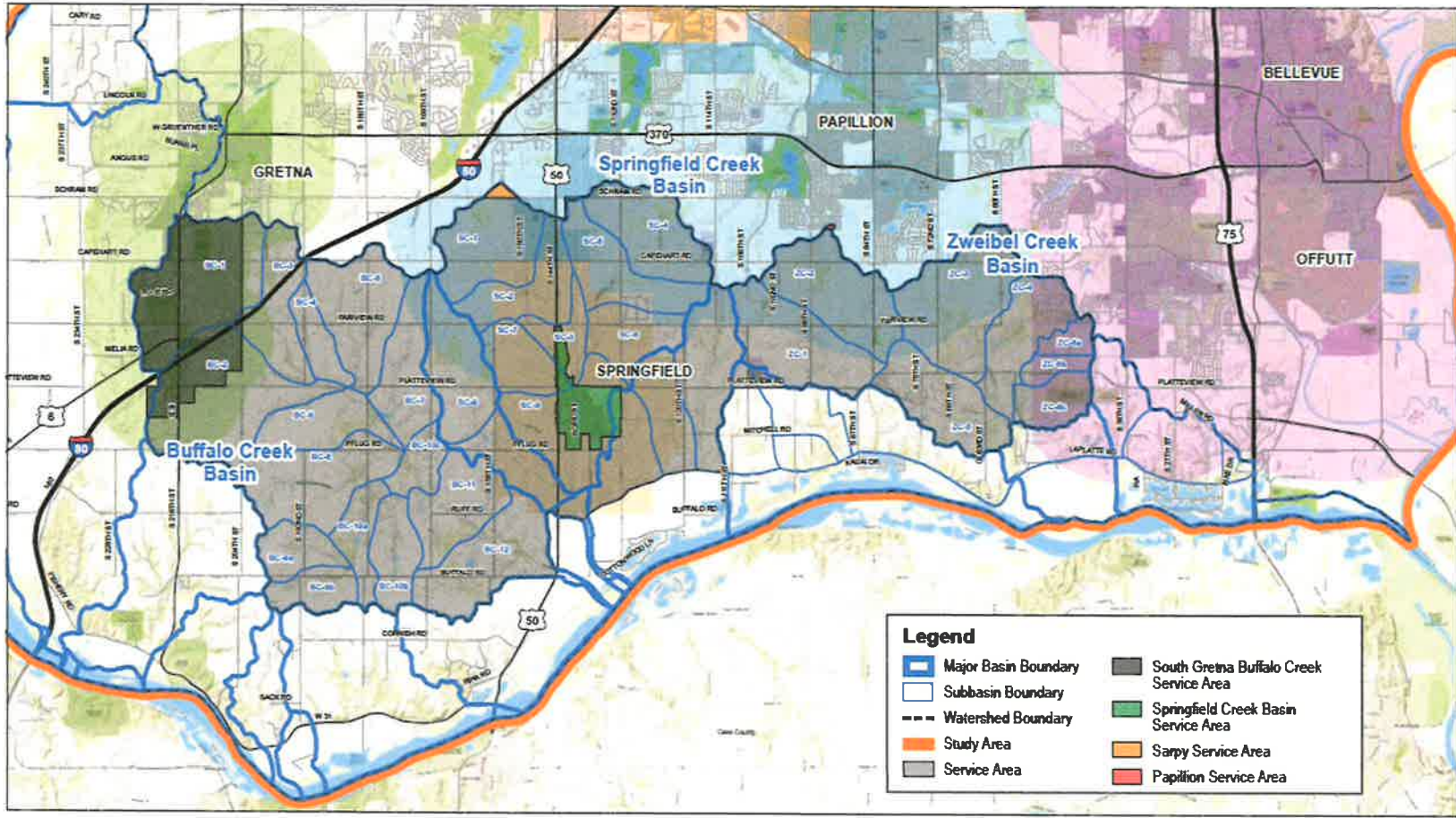
**Agency Growth Management Plan and Implementing Policies and Procedures Adopted by:**

Agency Board:	August 26, 2020
Sarpy County Governing Body:	[ ], 2020
Bellevue Governing Body:	[ ], 2020
Gretna Governing Body:	[ ], 2020
La Vista Governing Body:	[ ], 2020
Papillion Governing Body:	[ ], 2020
Springfield Governing Body:	[ ], 2020

**FIGURE 1**

Agency's Jurisdiction  
Established by Agency Pursuant to Resolution 2019-004 on June 26, 2019

[Attached]



**FIGURE 1**  
Growth Management Plan



SOUTHERN SARPY COUNTY



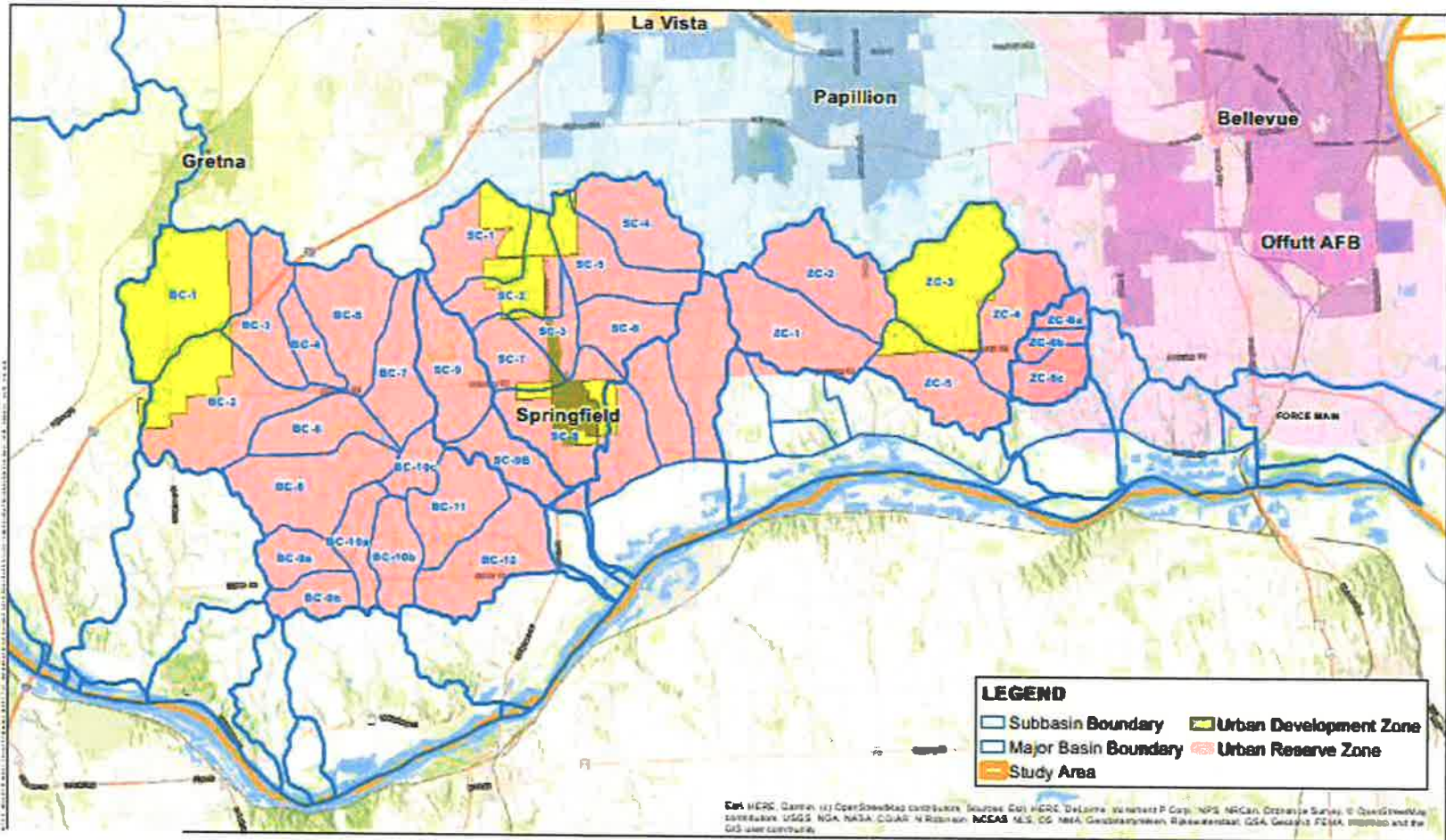
DATE  
June 2019  
FIGURE  
Service Area

**FIGURE 2**

**Growth Zones**

**Initially Established by Agency on June 26, 2019 Pursuant to Resolution 2019-004  
Amended by the Agency on February 26, 2020 Pursuant to Resolution 2020-004**

[Attached]



**EXHIBIT A-GZ2020**



**SOUTHERN SARPY COUNTY  
UPDATED URBAN DEVELOPMENT ZONE**



DATE  
**FEBRUARY 2020**

FIGURE  
**Figure 2**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15c.  
5/18/2021

COUNCIL MEETING DATE: 5.18.21		SUBMITTED BY: City Administrator	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:  
Approve the Resolution which approves the Sarpy County and Cities Wastewater Agency Resolution 2020-14.

SYNOPSIS/BACKGROUND:  
The Sarpy County and Cities Wastewater Agency approved Resolution 2020-14 regarding revised sewer user rates and connection fees schedules for the Sarpy County and Cities Wastewater Agency. The City Council for Bellevue needs to approve the same by Resolution.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:  
Approve and authorize the Mayor to sign the Resolution.

ATTACHMENTS:

1. Resolution & Attachments 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bruce Rollin

FINANCE APPROVAL AS TO FORM: [Signature]

ADMINISTRATOR APPROVAL AS TO FORM: [Signature]

**RESOLUTION NO. 2021 -**

A RESOLUTION ADOPTING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY RESOLUTION **2020-014** – A RESOLUTION ADOPTING AND APPROVING A REVISED SEWER USER RATES AND CONNECTION FEES SCHEDULE AND ESTABLISHING RELATED POLICIES AND PROCEDURES FOR THE UNIFIED SSWS FOR LAND DEVELOPMENT WITHIN THE AGENCY’S JURISDICTION.

WHEREAS, the City of Bellevue (“Bellevue”) is a party to an agreement (the “Agreement”) entered into pursuant to the Interlocal Cooperation Act, set out in Nebraska Revised Statute 13-801 et seq, by and between Sarpy County and the cities of Papillion, Bellevue, Gretna, La Vista, and Springfield (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”); and,

WHEREAS, the Agency adopted Resolution No. **2020-014** attached hereto as Exhibit “A”; and,

WHEREAS, the Bellevue City Council deems it appropriate and advisable to approve the Resolution which has been approved by the Agency Board and is attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bellevue, Nebraska, that attached **Resolution 2020-014** is hereby approved.

This Resolution was approved by a vote of the City Council of the City of Bellevue, Nebraska at a public meeting duly held in accordance with applicable law on the \_\_\_\_\_ day of May, 2021.

ADOPTED AND APPROVED:

\_\_\_\_\_  
Mayor, Rusty Hike

ATTEST:

Approved as to Form:

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

A. Bruce Robbins  
City Attorney

**Exhibit "A"**

RESOLUTION NO. 2020-014

**BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY**

**RESOLUTION ADOPTING A REVISED SEWER USER RATES AND CONNECTION FEES SCHEDULE AND ESTABLISHING RELATED POLICIES AND PROCEDURES FOR THE UNIFIED SSWS FOR LAND DEVELOPMENT WITHIN THE AGENCY'S JURISDICTION**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (the "Act"), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, the "Formation Interlocal"), and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency") (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Section V(A)(3) of the Formation Interlocal, the Agency has the power and authority to "[e]stablish just and equitable rates, fees, or charges for the use of or connection to the Unified SSWS, any property or equipment associated therewith, or any services provided in connection with [the Unified SSWS]";

WHEREAS, pursuant to Agency Board Resolution 2019-013 and in accordance with the Formation Interlocal, the Agency approved and established user rates and connection fees for land development within the Agency's Jurisdiction (the "2019 Rate and Fee Schedule");

WHEREAS, pursuant to Agency Resolution 2019-013, the Agency Board reserved the right to amend, revise, supplement and revoke at any time the 2019 Rate and Fee Schedule;

WHEREAS, the Agency's advisors have recommended to the Agency Board that the 2019 Rate and Fee Schedule be modified and supplemented to clarify ambiguities in the rate structure and include additional policies and procedures with the respect to the payment and collection of the rates and fees paid thereunder;

WHEREAS, the Agency Board has reviewed the revised rate schedule attached hereto as **Exhibit A** setting forth the proposed user rates and connection fees for the development of land within the Agency's Jurisdiction ("2020 Rate and Fee Schedule");

WHEREAS, the Agency Board also reviewed the related policies and procedures attached hereto as **Exhibit B** setting forth the Agency's policies and procedures with respect to the payment and collection of the rates and fees set by the 2020 Rate and Fee Schedule (the "2020 Rate and Fee Policies"); and

WHEREAS, the Agency Board deems it appropriate and advisable to approve the 2020 Rate and Fee Schedule and the 2020 Rate and Fee Policies, and the Members agree to submit the same to their respective governing bodies and planning and zoning boards (or related bodies) for review, approval and incorporation into their respective comprehensive development and land use plans or similar instruments so that the development occurring within each Member's zoning jurisdiction and the Agency's Jurisdiction shall be subject to the 2020 Rate and Fee Schedule and 2020 Rate and Fee Policies.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD, that the 2020 Rate and Fee Schedule and the 2020 Rate and Fee Policies are hereby approved and established over the Agency's Jurisdiction, and, from and after the date hereof, the Agency shall charge and assess the applicable user rates and connection fees for the applicable services within the Agency's Jurisdiction in the amounts set forth on the attached 2020 Rate and Fee Schedule and in accordance with the attached 2020 Rate and Fee Policies;

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD, that the Members agree to submit the 2020 Rate and Fee Schedule and 2020 Rate and Fee Policies to their respective governing bodies and planning and zoning boards (or related bodies) for review, approval and incorporation into their respective comprehensive development and land use plans or similar instruments so that the development occurring within each Member's zoning jurisdiction and the Agency's Jurisdiction shall be subject to the 2020 Rate and Fee Schedule and 2020 Rate and Fee Policies;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Agency's adoption of the 2020 Rate Fee Schedule and the 2020 Rate and Fee Policies do not in any manner restrict, limit, or control either Gretna's, Springfield's, Sarpy County's or Papillion's sole authority to own, operate, maintain, design, construct, extend, and collect revenue from their Existing Sewer Systems located within the Gretna Sewer Service Area, Springfield Sewer Service Area, Sarpy Sewer Service Area, and Papillion Sewer Service Area, respectively, pursuant to the separate interlocal agreements by the Agency and Gretna and Springfield and as otherwise set forth in Agency Resolution 2019-004 dated June 26, 2019 and the sewer systems therein that are not connected to the Agency's System;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD, that the 2019 Rate and Fee Schedule is hereby revoked and replaced in its entirety with the 2020 Rate and Fee Schedule attached hereto; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD, that the 2020 Rate and Fee Schedule and/or the 2020 Rate and Fee Policies may be amended, revised, supplemented and revoked at any time in the Agency Board's sole and absolute discretion.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 26th day of August, 2020.

Attest:

*Lisa A. Haine*

Sarpy County and Cities Wastewater  
Agency Secretary



*David R. Kelly*

Sarpy County and Cities Wastewater  
Agency Board Chairman

- 2020 Rate and Fee Schedule/Policies Adopted by Agency Board: [ ] , 2020
- 2020 Rate and Fee Schedule/Policies Adopted by Sarpy County Governing Body: [ ] , 2020
- 2020 Rate and Fee Schedule/Policies Adopted by Bellevue Governing Body: [ ] , 2020
- 2020 Rate and Fee Schedule/Policies Adopted by Gretna Governing Body: [ ] , 2020
- 2020 Rate and Fee Schedule/Policies Adopted by La Vista Governing Body: [ ] , 2020
- 2020 Rate and Fee Schedule/Policies Adopted by Papillion Governing Body: [ ] , 2020
- 2020 Rate and Fee Schedule/Policies Adopted by Springfield Governing Body: [ ] , 2020

**EXHIBIT A****Effective: August 26, 2020****2020 Rate and Fee Schedule****USER RATES (per 1,000 gallons<sup>1</sup>)**

<b>Property Use</b>	<b>FY 2020-2021</b>	<b>FY 2021-2022</b>	<b>FY 2022-2023</b>	<b>FY 2023-2024</b>	<b>FY 2024-2025</b>
Residential	\$8.82	\$9.26	\$9.73	\$10.21	\$10.72
Commercial/Civic	\$8.82	\$9.26	\$9.73	\$10.21	\$10.72
Industrial	\$13.23	\$13.89	\$14.59	\$15.32	\$16.09

**CONNECTION FEES**

<b>Property Use</b>	<b>FY 2020-2021</b>	<b>FY 2021-2022</b>	<b>FY 2022-2023</b>	<b>FY 2023-2024</b>	<b>FY 2024-2025</b>
Single-family Residential lots located in the Urban Reserve Zone ("URZ") <sup>2</sup> consisting of three acres or less, and approved for development through applicable Member build-through or similar type zoning and/or subdivision regulations	\$4,181.62 per parcel/tract/lot	\$4,307.48 per parcel/tract/lot	\$4,437.14 per parcel/tract/lot	\$4,570.70 per parcel/tract/lot	\$4,707.36 per parcel/tract/lot
Single-family Residential parcel/tract/lots located in the URZ consisting of twenty acres or more, and approved for development through applicable Member large-lot or similar type zoning and/or subdivision regulations	\$4,181.62 per parcel/tract/lot	\$4,307.48 per parcel/tract/lot	\$4,437.14 per parcel/tract/lot	\$4,570.70 per parcel/tract/lot	\$4,707.36 per parcel/tract/lot
All other Residential uses that do not fall within the residential uses described in the two rows immediately above	\$20,906.06 per acre	\$21,533.25 per acre	\$22,179.24 per acre	\$22,844.62 per acre	\$23,529.96 per acre
Commercial	\$20,906.06 per acre	\$21,533.25 per acre	\$22,179.24 per acre	\$22,844.62 per acre	\$23,529.96 per acre
Industrial	\$20,906.06 per acre	\$21,533.25 per acre	\$22,179.24 per acre	\$22,844.62 per acre	\$23,529.96 per acre
Civic	\$20,906.06 per acre	\$21,533.25 per acre	\$22,179.24 per acre	\$22,844.62 per acre	\$23,529.96 per acre

\* Single-family residential lots located in the URZ consisting of (i) three acres or less and approved for development through applicable Member build-through or similar type zoning and/or subdivision regulations, or (ii) twenty acres or more and approved for development through applicable Member large lot or similar type zoning and/or subdivision regulations shall pay a flat connection fee in accordance with the schedule above.

<sup>1</sup> The User Rates will be computed based on the water consumption calculated and billed by each Member's water service provider. The Members' calculation of water consumption may be based on actual consumption, average consumption or a combination thereof.

<sup>2</sup> As defined pursuant to the Agency's Growth Management Plan initially adopted by the Agency on June 26, 2019 pursuant to Resolution No. 2019-004, as amended from time to time.

**EXHIBIT B****2020 Rate and Fee Policies**

***Effective: August 26, 2020***

All capitalized terms set forth in these Rate and Fee Policies (the “Policies”) shall have the same meanings as set forth in that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater System by and between the County of Sarpy, Nebraska and the Cities of Papillion, Bellevue, Springfield, La Vista, and Gretna, Nebraska dated September 19, 2017 (as amended, the “Formation Interlocal”).

The Agency has adopted a Growth Management Plan and implementing policies and procedures (collectively, as amended from time to time, the “Growth Management Plan”) which provides the overall framework for the suburban/urban/industrial development of land within the Agency’s Jurisdiction to be served by the Unified SSWS owned and operated by the Agency. The Growth Management Plan identifies areas intended to be served by the Unified SSWS as well as growth zones intended to manage development in phases. All development within the Agency’s jurisdiction shall be in accordance with the Growth Management Plan.

The Agency Board adopted a revised sewer user rates and fee schedule (the “2020 Rate and Fee Schedule”) pursuant to Agency Resolution No. 2020-014. These Policies shall apply to the payment and collection of user rate and connection fees established by the 2020 Rate and Fee Schedule and to any other rates, fees and charges established by the Agency in the future.

Pursuant to Section V(A)(4) of the Formation Interlocal, the Agency has the power and authority to “[m]ake, amend, and repeal such Agency bylaws, rules, and regulations from time to time which are not inconsistent with the Act and [the Formation Interlocal] and which are intended to carry out and effectuate the Agency’s powers and purposes”.

These Policies, as adopted by the Agency in accordance with the Formation Interlocal, apply to all land and developments located within the Growth Zones (as defined in the Growth Management Plan) and subject to the Agency’s Jurisdiction. Therefore, except to the extent otherwise agreed to by the Agency in writing, any license, agreement, permit or other approval by the Agency for any Agency Member, owner, developer, sub-divider, sanitary improvement district, or other person or entity to connect any development, tract, parcel or land to any sewer system located within the Agency’s Jurisdiction shall be subject to the following terms, conditions, policies and procedures:

(1) Prior to the date the Agency begins providing wastewater services to users in the Agency’s Jurisdiction, the Agency will conduct a cost of service study to determine whether this 2020 Rate and Fee Schedule is sufficient to support the Agency’s financial obligations and, if necessary, to modify the same accordingly.

(2) Connection to the Unified SSWS or any sewer system located within the Agency’s Jurisdiction or to any sewer line that drains into a sewer system located within the

Agency's Jurisdiction obligates the connecting owner, developer or sub-divider to pay ongoing user charges in accordance with the user rates set forth in the 2020 Rate and Fee Schedule, as the same may be modified or amended from time to time (the "User Rates") for the treatment of the sewage entering such sewer system, and for the ongoing operations and maintenance of the Unified SSWS. The User Rates will be computed based on the water consumption calculated and billed by each Member's water service provider. The Members' calculation of water consumption may be based on actual consumption, average consumption or a combination thereof. Failure to pay the applicable User Rates on a timely basis shall subject such owner, developer or sub-divider to disconnection of water service by the applicable water service provider, as well as any other lawful remedies necessary to recover past due charges. Each Member shall use good faith efforts to collect and pay to the Agency all outstanding and unpaid User Rates.

(3) Each Agency Member shall cause the applicable municipal water provider (either MUD or the Member itself) to collect the User Rates from the owners, developers and sub-dividers of land within such Member's zoning jurisdiction on a monthly basis and shall pay to the Agency within 30 days of the date of each receipt of such collected amounts from said owners, developers and sub-dividers. The Agency shall pay for the reasonable and customary administrative charges and fees related to each water provider's collection and remittance of the User Rates to the Agency pursuant to this section.

(4) The sewer connection fees applied pursuant to these Policies shall be in the applicable amounts set forth in the 2020 Rate and Fee Schedule, as the same may be modified and amended from time to time or in such other amount agreed to by the Agency Board in connection with developments having unique or special circumstances (hereinafter, the "Connection Fee(s)"). The amount of the applicable Connection Fees shall be based on the land use and the number of developable acres shown on the final plat approved by the governing body of the applicable Agency Member having zoning jurisdiction over such land. For purposes this section, the term "developable acres" shall mean the difference between the gross acres reflected on such final plat, less the aggregate acreage attributable to greenspace, outlots, road, utility and other similar easements, and other areas on which development is not permitted under such final plat.

(5) No connection shall be made to the Unified SSWS or any other sewer system within the Agency's Jurisdiction until the applicable portions Connection Fees shall have been paid to the Agency Treasurer.

(6) The Connection Fees shall not create an obligation on behalf of the Agency to provide any services to the applicable development or platted parcels until such time as the applicable Member jurisdiction in which such development or platted parcels are connected to the Unified SSWS.

(7) This section shall only apply to Connection Fees for lots, parcels and tracts located in the Urban Development Zone (as such term is defined in the Agency's Growth Management Plan initially adopted by the Agency on June 26, 2019 pursuant to Resolution No. 2019-004, as amended from time to time (as amended, the "Growth Management Plan")). The Connection Fees shall apply to all final plats which come before the applicable Agency Member's governing body for approval. One-half of the applicable Connection Fee shall be paid prior to the recording of the

final plat with Sarpy County Register of Deeds. The remaining one-half of the applicable Connection Fee shall be paid at the time the owner, developer or sub-divider submits its building permit application to the applicable Agency Member. In the event the subject parcel is not platted, one hundred percent (100%) of the applicable Connection Fee shall be paid at the time the owner, developer or sub-divider submits its building permit application to the Applicable Agency Member. In the event of a lot line adjustment or lot split of a single-family residential lot in which no building permit is required, one hundred percent (100%) of the applicable Connection Fee shall be paid prior to the recording of the replat reflecting such lot line adjustment or lot split with the Sarpy County Register of Deeds. The applicable Agency Member shall collect the portions of the Connection Fees when due from the applicable owner, developer or sub-divider and shall remit the same to the Agency within 30 days of its receipt of such payment.

(8) One hundred percent (100%) of the Connection Fees for lots, parcels and tracts located in the Urban Reserve Zone (as such term is defined in the Agency's Growth Management Plan) shall be paid by the applicable owner, developer or sub-divider prior to the recording of the final plat of the applicable development with the Sarpy County Register of Deeds, unless otherwise agreed to by the Agency in writing. If no plat or rezoning is required, said Connection Fee shall be paid prior to the issuance of the building permit.

(9) The calculation and payment of the Connection Fees pursuant to these Policies only apply to the initial land use, as defined by the applicable Member's zoning regulations, related to the development shown on the final plat.

(10) In the event the total developable acreages is expanded beyond the area for which a final plat was originally approved by the applicable Member, the owner, developer or sub-divider thereof shall pay an additional connection fee as determined by the Agency with respect to such expanded developable area, even if additional sewer connection is not required.

(11) Unless otherwise agreed to by the Agency Board in writing, physical connection to the Unified SSWS or any other sewer system located within the Agency's Jurisdiction, or to any sewer line that drains into the Unified SSWS or any other sewer system located within the Agency's Jurisdiction, is not permitted until: (A) the payment of all fees and charges due to the Agency Member having zoning jurisdiction over such connecting sewer system have been made by the applicable owner, developer or sub-divider; (B) the payment of all Connection Fees then due and payable to the Agency have been remitted by the Agency Member having zoning jurisdiction over the connecting sewer system; and (C) any and all required development, subdivision and/or connection agreements (as applicable, the "Member Agreements"), have been fully-executed by the owner, developer or sub-divider and the applicable Agency Member(s) having jurisdiction over the land to be developed. The required Member Agreements may include wastewater sewer agreements with the Agency Members, the City of Omaha, and other applicable governmental entities. Any sewer connection that violates this provision shall be subject to a service charge of 10% of the applicable connection fee(s) and will be disconnected until brought into compliance.

(12) Each Agency Member shall incorporate these Policies into the applicable Member Agreements.

(13) The Agency reserves the right to assess the applicable owner, developer or subdivider a reasonable administrative fee to offset the Agency's costs and expenses related to any review of any proposed plats, plans, specifications, Member Agreements or other instruments and documents related to a proposed development subject to the Agency's Jurisdiction or connection of the SSWS or other sewer system located within the Agency's Jurisdiction; provided, however, that no such administrative fee shall be assessed unless and until such fee is adopted by the Agency Board.

(14) Notwithstanding anything in these Policies or in Agency Resolution No. 2020-014 to the contrary, the Agency's Growth Management Plan and these Policies do not in any manner apply to the Gretna Sewer Service Area, Springfield Sewer Service Area, Sarpy Sewer Service Area, or Papillion Sewer Service Area, respectively, as designated pursuant to the separate interlocal agreements by the Agency and Gretna and Springfield and as otherwise set forth in Agency Resolution 2019-004 dated June 26, 2019 and the sewer systems therein that are not connected to the Agency's System.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a.  
5/18/2021

COUNCIL MEETING DATE: 5.18.21	SUBMITTED BY: City Administrator	Legal
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Approve Interlocal Agreement Between the Cities and Sarpy County regarding jail facilities, prosecutorial functions, and other services.

SYNOPSIS/BACKGROUND:

The County and the cities within Sarpy County wish to enter into an Interlocal Agreement that outlines the specific duties, functions, and services for the jail, prosecutorial services (when applicable), and defense services. The Bellevue City Attorney will continue to do prosecutions of NHS violations and City Code violations, however the agreement outlines fees and other services for jail and defense services.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Interlocal Agreement.

ATTACHMENTS:

1. Interlocal 2.  3.

4.  5.  6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. Bree Robbins*  
*[Signature]*

INTERLOCAL AGREEMENT  
BETWEEN THE CITIES AND  
THE COUNTY OF SARPY, NEBRASKA

This Agreement is entered into by and between the County of Sarpy, Nebraska, a political subdivision of the State of Nebraska (hereinafter referred to as "the County") and the City of Bellevue, Nebraska, a municipal corporation, the City of Gretna, Nebraska, a municipal corporation, the City of LaVista, Nebraska, a municipal corporation, and the City of Papillion, Nebraska, a municipal corporation, (hereinafter collectively referred to as "the Cities" and separately referred to as "City").

WHEREAS, the County owns and maintains a jail facility, provides prosecutorial functions through the County Attorney's Office, and provides indigent defense services through the Office of the Public Defender; and,

WHEREAS, the County and the Cities are agreeable to housing persons cited or arrested, or sentenced in connection with a citation or arrest, under lawful authority ("Offenders") within the corporate boundaries of the Cities, including those offenders cited, arrested, or sentenced solely for violating a City Municipal Code, in the County Correctional Facility; and,

WHEREAS, the County and the Cities desire to acknowledge the prosecutorial services provided by the County Attorney and the indigent defense services provided by the Office of the Public Defender; and,

WHEREAS, such an agreement is authorized by the Interlocal Cooperation Act, Neb. Rev. Stat §§ 13-801 to 13-827.

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

**1. Corrections Administration.** The administration of the adult correctional facility within the County shall be under the jurisdiction of the Sarpy County Board of Commissioners in its capacities as the Board of Corrections. Such Correctional Facility shall be administered through the Department of Corrections. The administrative officer of the Department shall be the Director of Corrections who shall be qualified by education, training, and experience to perform the duties of such position and shall be appointed by the Board of Corrections. The Director of Corrections shall report to the Chair of the County Board of Corrections and shall be subject to dismissal by the County Board in its capacities as the Board of Corrections.

**2. Services to be Provided by the County to the Cities.** The County shall provide:

(a) Prosecutorial Services: The County shall provide prosecutorial services in regard to persons cited and/or arrested for criminal state statute violations within the corporate

boundaries of the Cities pursuant to the County Attorney's lawful authority, duties, and responsibilities under Nebraska state law. The County Attorney shall have sole and absolute authority and discretion, including but not limited to any decisions regarding charging, bonds, dismissals, trial preparation and strategy, plea bargaining, or sentencing recommendations, over all prosecutorial services rendered for Offenders cited and/or arrested for criminal state statute violations. The City Attorneys of the respective Cities shall provide prosecutorial services in regard to persons cited and/or arrested for violations of the City's Municipal Code. The City Attorneys shall have sole and absolute authority and discretion over all prosecutorial services rendered for Offenders cited and/or arrested for City Municipal Code violations.

- (b) Indigent Defense Services: The Office of the Public Defender of Sarpy County ("Public Defender") provides legal representation to indigent persons prosecuted for criminal state statute violations within the corporate boundaries of the Cities upon court appointment pursuant to its statutory responsibilities under Nebraska state law. Additionally, the Public Defender shall provide legal representation to indigent defendants that have been charged by a City Attorney with offenses arising under City Municipal Code, and have been appointed legal counsel by the Sarpy County Court, except in such instances where such representation would be a violation of the Rules of Professional Conduct for Attorneys. The Public Defender shall have sole and absolute authority and discretion over all indigent defense services rendered by its office. Nothing in this Agreement shall infringe upon the Public Defender's authority with regard to the execution of its responsibilities, including but not limited to any decisions regarding the representation of its clients, trial preparation and strategy, or plea bargaining.
- (c) Correctional Facility Services: The County shall provide the following services related to the care of Offenders held in the Correctional Facility solely for a City Municipal Code violation:
- i. Assume the safekeeping, care, and sustenance, including necessary medical treatment, of Offenders held in the Correctional Facility pursuant to the City's lawful authority.
  - ii. Transport Offenders to all areas outside the secure Correctional Facility, including transfer to all court appearances, emergency and routine medical, optical, and dental treatment, and other authorized facilities.
  - iii. Manage the Correctional Facility in accordance with such rules as may be adopted from time to time by the Nebraska Jail Standards and the District Court of Sarpy County, Nebraska, in accordance with Neb. Rev. Stat. § 47-101 and § 47-201; and be responsible for the administration of the Correctional Facility so as to keep Offenders under proper discipline and control.

- iv. Maintain its Correctional Facility in a clean and sanitary condition. Offenders shall be provided with adequate and wholesome food. Juveniles shall be segregated from adults, and males and females shall be properly housed. Offenders of City Municipal Codes shall not be allowed special privileges or improper liberties, nor will they be subject to corporal punishment, cruel or inhumane treatment, or abuse. Offenders of the City Municipal Codes who violate the rules of the Correctional Facility may be disciplined as appropriate, in the same manner and to the same extent as other Offenders. No Offenders shall be discriminated against because of race, color, disability, religion, sex, age, or national origin, in any manner relating to his or her custody.
- v. Ensure that mail privileges will be the same for all Offenders.
- vi. Protect and accurately account for all personal effects and belongings of all Offenders.
- vii. Employ or utilize Offenders of City Municipal Codes to the same extent and in the same manner as other offenders.
- viii. Permit proper City law enforcement officials to see all offenders in custody.

The Director of Corrections may make such further rules and regulations as will assist in carrying out the terms of this Agreement, provided that no such rules or regulation violates the terms of this Agreement or any laws of the State of Nebraska.

Additionally, the County at its cost shall house, manage and provide services for the care and safekeeping of individuals cited or arrested, or sentenced in connection with a citation or arrest, within the corporate boundaries of the Cities for criminal state statute violations by any law enforcement officer with jurisdiction to lawfully make such arrest. Such housing, management and services shall be provided in accordance with applicable laws and regulations, including without limitation such rules as may be adopted from time to time by the Nebraska Jail Standards Board or the District Court of Sarpy County, Nebraska, in accordance with Chapter 47 of the Nebraska Revised Statutes, and the Correctional Facility shall be administered so as to keep such Offenders under proper discipline and control.

### **3. Funding; Budget Review.**

- (a) In accordance with the County Attorney's statutory authority, duties, and responsibilities under Nebraska state law, the County budgets and provides for the cost of prosecutorial services in regard to Offenders violating criminal state statutes.
- (b) In accordance with the statutory requirements under Chapter 47 of the Nebraska Revised Statutes, the County budgets and provides for the cost to safekeep, care, sustain, and

transport Offenders after Offenders are lodged in the Correctional Facility. In consideration of the safekeeping, care, sustenance, and transportation provided by the County, the Cities shall pay the County reimbursement, according to Section 3(c) below, for the cost of housing an Offender who meets one or more of the following criteria:

- i. Was cited and arrested by a City Police Department (or in the case of the City of Gretna, by the Sheriff's Office) and charged solely with a violation or violations of the City Municipal Code; or,
  - ii. Was sentenced to the Corrections Department by any court to satisfy a sentence solely for a violation or violations of the City Municipal Code. This does not include circumstances where an Offender is incarcerated solely to sit out a fine or costs in lieu of payment.
- (c) Reimbursement for Department of Corrections Costs. For the term of the agreement, the rate of reimbursement to the County shall be a per diem rate of \$86.49 for each Offender meeting the criteria of Section 3(b) above. On April 1<sup>st</sup> of each subsequent year, upon receiving written notice from the County, the rate may be adjusted by the County to reflect increases in the Bureau of Labor Statistics, Consumer Price Index (CPI), for Midwest Urban, All Items, Series ID CUUR0200SA0.

Billing shall be on a full-day basis and shall start upon the Offender's arrival at the Correctional Facility and end upon the Offender's release from the Correctional Facility. The County shall bill the applicable City for the day of arrival, but not for the day the Offender was released from the Correctional Facility. If the Offender arrives and is released from the Correctional Facility on the same calendar day, the County shall bill the applicable City for one full day.

Additionally, each City agrees to be responsible for, and to reimburse the County for, the cost of any off-site medical services, including emergency medical services rendered by off-site providers, for the City's respective Offenders meeting the criteria of Section 3(b) above, unless such expenses directly arise from injuries that are caused by the acts or omissions of the County, its agents, employees, representatives, or other inmates housed at the Correctional Facility. Off-site medical services shall include but not be limited to any medical, mental health, dental or health care services, that are not provided at the Correctional Facility. Off-site expenses shall include the cost of all prescriptions prescribed by an off-site physician, physician's assistant, nurse practitioner, dentist, or other licensed prescriber.

The County agrees to be responsible for all on-site medical services. This includes medical, mental health or dental services provided at the Correctional Facility, including but not limited to any services provided by a physician, physician's assistant, nurse, practitioner, licensed practical nurse, psychiatrist, licensed mental health practitioner, registered nurse, and/or dentist who is employed by or contracted with the County to

provide such services on-site, at the Correctional Facility. The County also agrees to provide at its cost all prescriptions prescribed by its contracted physician, physician's assistant, nurse practitioner, dentist, or other licensed prescriber. The community standard of health care will be provided to all inmates housed in the Correctional Facility.

The Cities shall pay all costs invoiced by the County under this Section 3(c) within 45 days from the date on which the statement is received.

- (d) In accordance with the Public Defender's statutory duties and responsibilities under Nebraska state law, the County budgets and provides for the cost of indigent defense services rendered by the office and by contract alternate public defenders for conflict cases.

**4. Personal Property Acquired.** Personal property for the operation of the Department of Corrections shall be supplied as needed from the current Corrections Department of the County.

**5. Liability.** The County shall indemnify, save and hold harmless each City, and all officials, officers, employees, and agents of each City, from and against all liabilities, losses, claims, expenses, and damages arising out of and proximately caused by the negligent acts or omissions of the County, or any official, officer, agent or employee of the County, in the performance of this Agreement. Each City shall indemnify, save and hold harmless the County, and all officials, officers, employees, and agents of the County, from and against all liabilities, losses, claims, expenses, and damages arising out of and proximately caused by the negligent acts or omissions of such City, or any official, officer, agent or employee of such City, in the performance of this Agreement. It is understood and agreed, however, that liability resulting from a violation of the civil rights of Offenders, as defined by 42 U.S.C. §1983, by an individual, shall be the responsibility of that individual, and when provided by law, the party by which the individual is employed.

Each party's liability is, and the provisions of this Section 5 shall be subject to, governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law. Provisions of this Section 5 are not intended to waive, and shall not waive, a party's sovereign immunity.

**6. Agreement Term and Termination.** This Agreement shall commence on May 1, 2021, and shall continue for a period of one year, until April 30, 2022. Thereafter it shall automatically renew with respect to the County and each City for successive periods of one year unless the County or any City provides the other parties with written notice of its intention to re-negotiate or terminate its participation in the Agreement at least ninety (90) days prior to the anniversary date of the Agreement. If the County or any City gives notice to the other parties of its intention to re-negotiate, such party's participation in the Agreement shall terminate on its anniversary date unless it has been successfully re-negotiated by that date. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed in duplicate by the respective duly authorized officers as indicated below.

COUNTY OF SARPY, NEBRASKA,  
A Nebraska Political Subdivision


By: \_\_\_\_\_  
Sarpy County Board Chair

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Deb Houghtaling, County Clerk

Approved as to Form:

  
\_\_\_\_\_  
Deputy Sarpy County Attorney

CITY OF BELLEVUE, NEBRASKA,  
A municipal corporation and Nebraska Political  
Subdivision

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest:

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

Approved as to Form:

A. Bree Rollins  
City Attorney

CITY OF GRETNA, NEBRASKA,  
A municipal corporation and Nebraska Political  
Subdivision

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest:

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

Approved as to Form:

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

CITY OF LAVISTA, NEBRASKA,  
A municipal corporation and Nebraska Political  
Subdivision

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest:

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

Approved as to Form:

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

CITY OF PAPILLION, NEBRASKA,  
A municipal corporation and Nebraska Political  
Subdivision

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest:

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

Approved as to Form:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
5/18/2021

COUNCIL MEETING DATE: 05/18/2021		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 type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve funding for the Bellevue B Cycle project in the amount of \$57,168

SYNOPSIS/BACKGROUND:

The Planning Department has been working with Heartland Bike Share to facilitate a B Cycle location at the Twin Creek trail head near 36th St./Raynor Pkwy. Heartland Bike Share has 75 stations in the metro area (to include Sarpy County, Papillion, and Council Bluffs). A cost-share grant from the Pappio-NRD has been approved for this project. The cost of this project includes a docking station, eight e-bikes, assembly/maintenance fees to Heartland Bike Share, and the concrete pad. Heartland Bike Share will be responsible for the maintenance of the docking station and e-bikes. In order to facilitate the project this summer, the Planning Department is requesting the funds as part of the current budget year, with the cost share being received from the NRD at a later date.

FISCAL IMPACT: \$57,168 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: YES \$26,600

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:

Approval of the project

ATTACHMENTS:

- |                                      |                             |  |
|--------------------------------------|-----------------------------|--|
| 1. Invoices for B Cycle and Concrete | 2. Email from Eric Williams | 3. Description of project from NRD grant application |
| 4.                                   | 5.                          | 6.   |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*AB [Signature]*  
*[Signature]*  
*[Signature]*

**Heartland Bike Share**  
 1144 N 11th St  
 Omaha, NE 68102  
 +1 4023500421  
 benny@heartlandbikeshare.org  
 www.heartlandbikeshare.org

# Invoice

**BILL TO**  
 City of Bellevue

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
275	05/07/2021	\$53,668.00	06/06/2021	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
<b>Bike Share Consultant Services</b> Electric Pedal Assist Bikes	8	2,340.25	18,722.00
<b>Bike Share Consultant Services</b> BCycle 1.0 Station (US Steel)	1	27,647.00	27,647.00
<b>Bike Share Consultant Services</b> One-time connectivity fee	1	250.00	250.00
<b>Bike Share Consultant Services</b> Shipping & Handling	1	3,600.00	3,600.00
<b>Bike Share Consultant Services</b> Enterprise Software fee (per dock)	11	99.00	1,089.00
<b>Bike Share Consultant Services</b> Annual Communication Fee (per station)	1	360.00	360.00
<b>Bike Share Consultant Services</b> Installation & Assembly	1	2,000.00	2,000.00

one 1.0 solar, single-sided 11-dock station  
 eight e-bikes  
 assembly and install

**BALANCE DUE**

**\$53,668.00**

OPINION OF PROBABLE COST  
**CONCRETE PAD FOR B-CYCLE BIKE RENTAL STATION**  
**KEYSTONE TRAIL @ 36TH ST PARKING LOT**  
BELLEVUE, NEBRASKA

May 10, 2021

Prepared by: M. Knight, City of Bellevue Public Works

Item No.	Description	Estimated Quantity	Unit Price	Total Amount
1	Subgrade Preparation	41 SY	\$ 4.00	\$ 165.33
2	Construct 6" PCC Slab	368 SF	\$ 8.50	\$ 3,128.00
3	Seeding & Erosion Control Blanket	32 SY	\$ 4.50	\$ 145.00
<b>Total</b>				<b>\$ 3,500.00</b>

**Project Scope:**

Construction of new 8' x 40' x 6" thick concrete pad for B-Cycle rental station and 6' x 6' concrete pad for bike repair station.

## Tammi Palm

---

**From:** Williams, Eric <ewilliams@papionrd.org>  
**Sent:** Thursday, May 6, 2021 6:52 PM  
**To:** Tammi Palm  
**Subject:** RE: Recreational Area Development Program Application Materials

Tammi,

This project was approved by the NRD Board of Directors in the amount of \$26,600. It will be included in our upcoming FY 2022 budget, and is subject to funding availability as we work through the budget process from now until final approval in September.

Please let me know if you have any additional questions, and I look forward to working with you on the coordination of the B-Cycle and the FixIt at this location.

Thank you,

Eric Williams  
Natural Resources Planner  
Papio-Missouri River NRD  
[www.PapioNRD.org](http://www.PapioNRD.org)

---

**From:** Tammi Palm <Tammi.Palm@bellevue.net>  
**Sent:** Saturday, March 13, 2021 2:46 PM  
**To:** Williams, Eric <ewilliams@papionrd.org>  
**Subject:** Recreational Area Development Program Application Materials

Hi Eric,

Attached are the City of Bellevue's application materials for the Recreational Area Development Program cost share program.

Please verify receipt.

Thank you!

Best regards,

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

Recreation Area Development Program – Application Form



Project name Bellevue B Cycle
Project location (attach location map) Near Mile Marker 9 along the West Papio Trail
Sponsor organization City of Bellevue
Sponsor address 1510 Wall Street
City Bellevue State NE ZIP 68005
Contact person Tammi Palm
Title Planning Manager
Email address tammi.palm@bellevue.net Daytime phone (402) 515-6354

Description of project (attach additional sheets as needed)

Please see attached.

Total estimated cost \$ 53,219

Cost share request \$ 26,600

Signature (Handwritten: Tammi Palm)

Date March 11, 2021

Planning Manager
Title



## City of Bellevue Planning Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3026

### **Recreational Area Development Program Application**

#### **Description of Project**

The Bellevue B-Cycle project aims to locate a bicycle sharing station near mile marker 9 along the West Papio Trail.

In recent years, bicycle sharing has emerged as a popular trend with a positive environmental impact. In order to conserve our natural resources, active transportation and recreational opportunities such as bicycle sharing should be encouraged. It is the City of Bellevue's intent to do that as part of our existing Complete Streets policy.

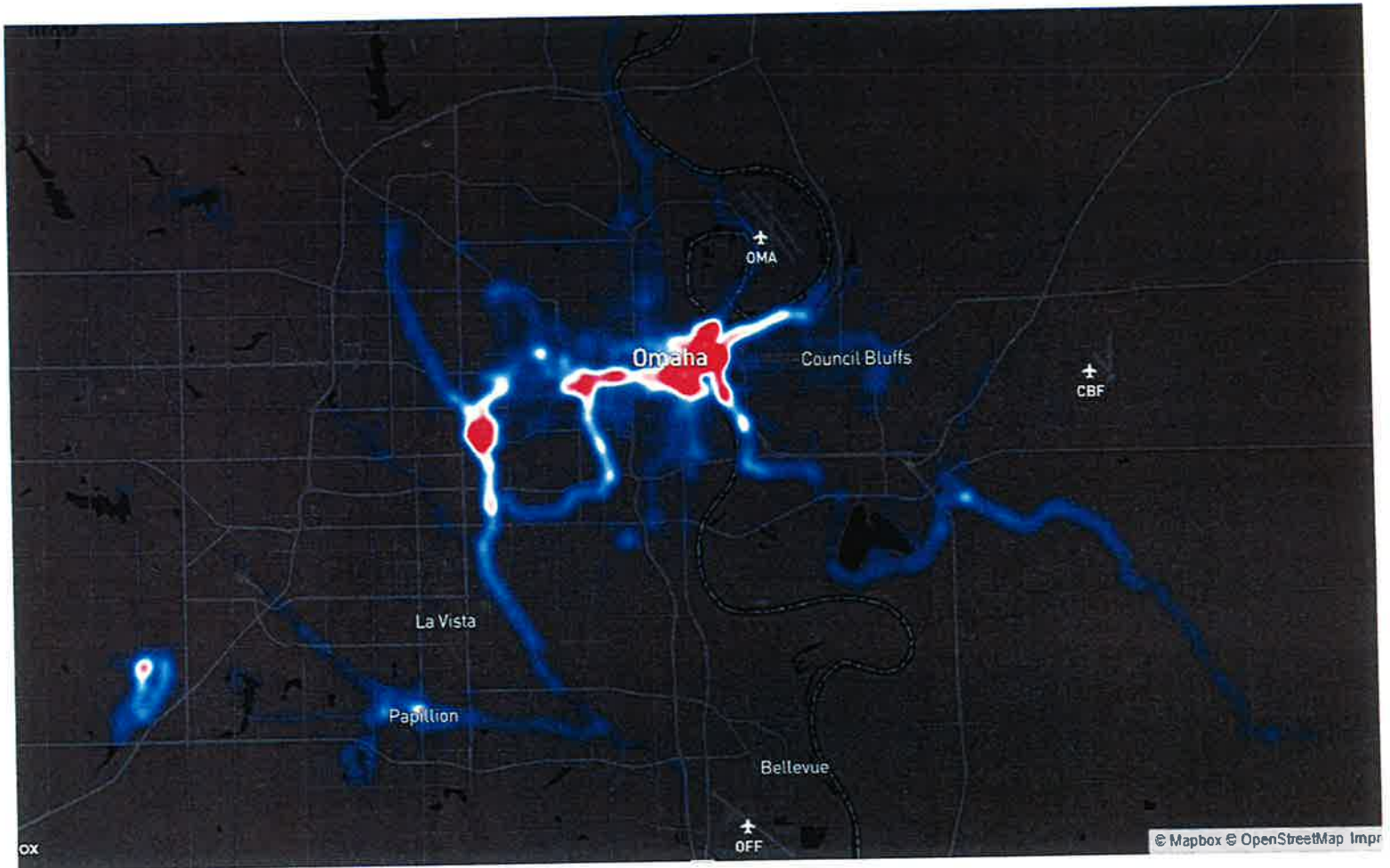
Near the convergence of the West Papio and Keystone Trails (commonly known as the "Culver's trailhead"), there are many opportunities to encourage cycling and trail use. There are several hotels, residential subdivisions, apartments, and businesses located in close proximity to the trail. Bicycle sharing would help attract visitors and enrich this recreational area. Bicycle sharing would enhance the recreational area by promoting trail use and providing another recreational opportunity for those people who would not otherwise have a chance to do so. This is particularly true for those staying in nearby hotels or visiting the area from out of town. Cycling is a great way to utilize the trail system and take advantage of the area's natural resources.

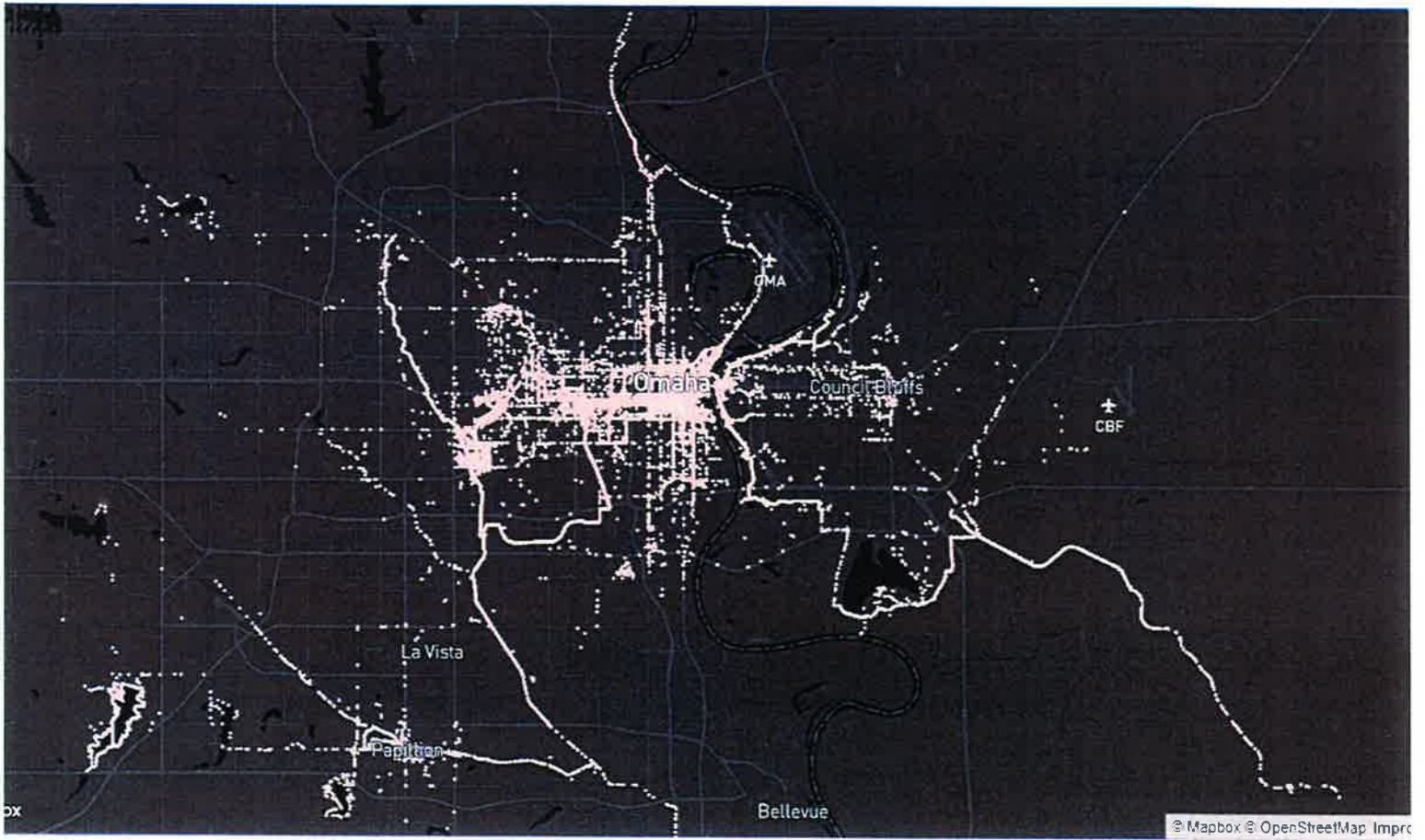
Heat and point maps are attached which indicate people are riding the trail and show this station would provide an additional recreational opportunity in the area.

The City of Bellevue would partner with Heartland Bike Share for its bicycle sharing program. Heartland Bike Share operates Heartland B-Cycle, which has 75 stations with 400 bicycles (170 e-bikes, 230 classic bicycles) currently in the metro area. Additionally, there are three existing B-Cycle stations along the West Papio Trail: one in First Street Plaza in Papillion, one at Papillion Landing, and one at the Chalco Hills Recreation Area. The proposed Bellevue B-Cycle location would extend the B-Cycle network eastward in Sarpy County and could provide long term connections along the West Papio corridor.

Heartland B-Cycle has proposed e-bikes for the Bellevue project. Heartland B-Cycle has had great success since introducing the e-bikes into their system in May 2019. The attached estimate from B-Cycle is to purchase eight e-bikes and includes activation fees. The proposed B-Cycle station will be a fixed docking station. An estimate is also included for the concrete pad for the station. In conjunction with the proposed B-Cycle station, a fix-it station will be included at this location. The station will be solar operated. Station dimensions are attached for reference.

The City of Bellevue would look to implement the B-Cycle bike share location fall 2021. Exact timing will depend on the weather; however, it is reasonable to anticipate the stations would be set up and active by September 2021.



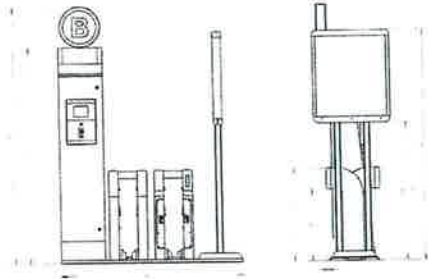


# B station Dimensions

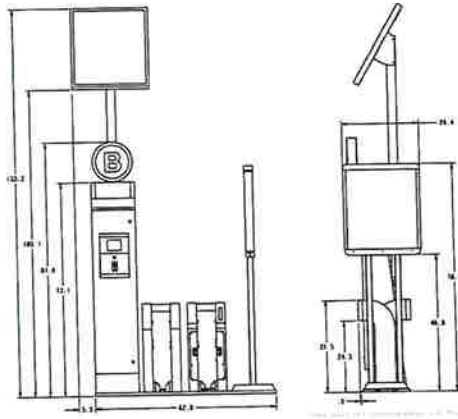
## Power

### AC, Solar or Battery-powered

- A dedicated power line of at least 150V is required for all AC Stations.
- Solar units are covered in brackets at sites with sufficient sun exposure.
- Use battery power if there is no AC connection or insufficient sunlight.



AC  
Height: 177"  
Battery-powered machines: same height as AC



Solar (120W)  
Height: 177"  
Dedicated AC (150V)kip

## Base plates

### Boiled or Non-boiled

- All base plates are 32" in length
- All boiled base plates are 11" in depth
- Non-boiled AC or battery-powered base plates are 26" in depth
- Non-boiled solar-powered base plates are 42" in depth
- Please refer to the right for more details.



**B-KNOWLEDGE**  
Please contact a B-station representative to consult with you on optimal B-station size, configuration, location, siting considerations and many other relevant factors.



## Station Weights

- Kiosk - 160 lbs.
- Solar Kit - 120 lbs.
- 19 in. baseplate - 40 lbs.
- 35 in. baseplate - 175 lbs.
- 45 in. baseplate - 215 lbs.
- Dock - 54 lbs.
- Map module - 65 lbs.



# B station Dimensions

## B-KNOWLEDGE

Please contact a Bicycle merchandise to discuss with you an optimal B-station size, configuration options, being compatible with many other bicycle factors.

### Single-sided vs Double-sided

#### Single

- Two bikes fit on one dock.
- A lock is either the left or the right and can be on any height for better space for wheels - should have more than one.
- An endcap takes a lock on the left but still allows space for two bikes.
- Max 22 bikes / 22 docks.

#### Double

- Four bikes fit on one dock.
- A lock takes the place of one bike and can face any direction to reduce space. The screen should turn away from the lock.
- An endcap takes a lock on the left but still allows space for three bikes.
- Max 6 bikes / 22 docks.

### Depth space

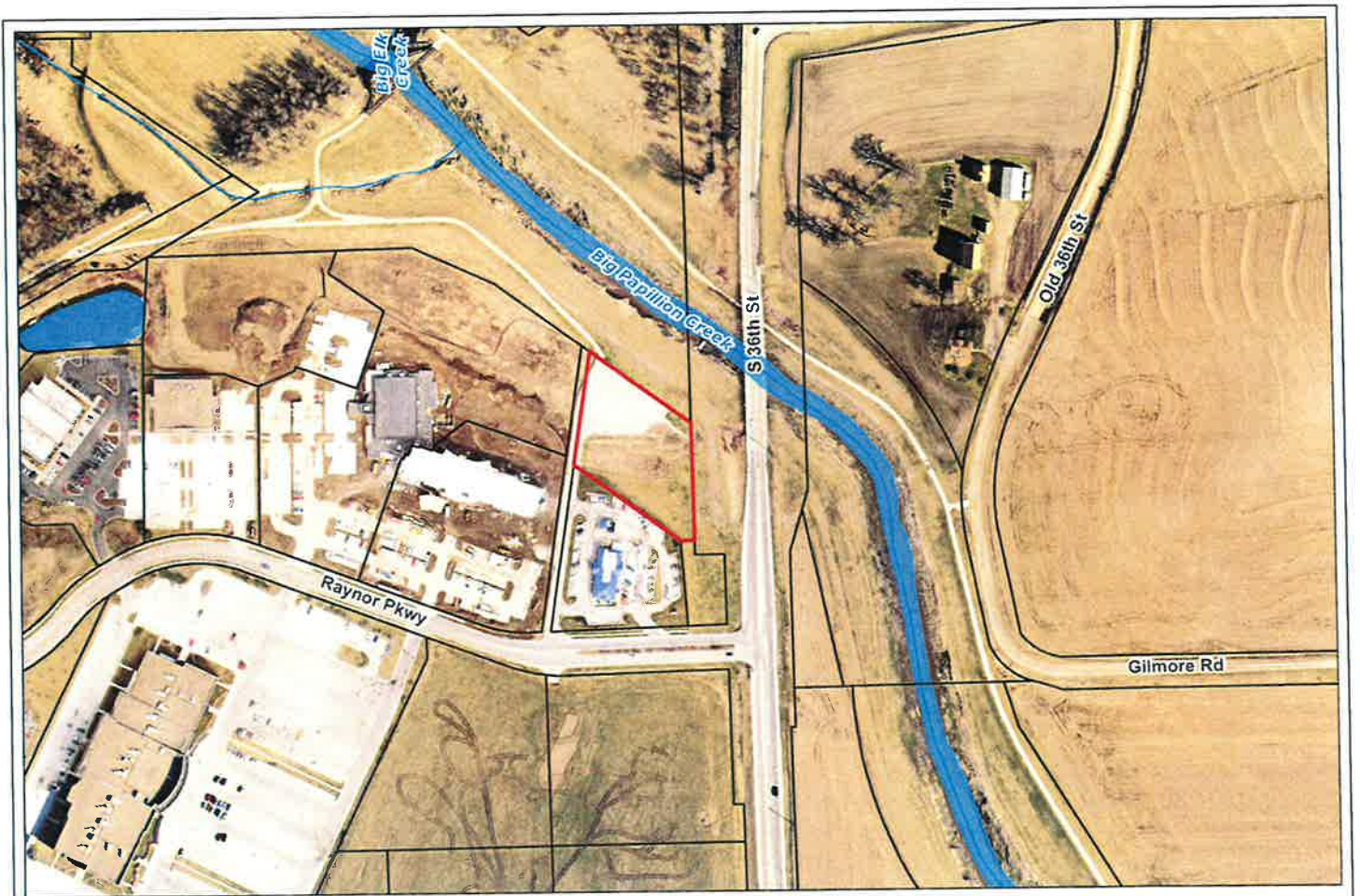
- Depth space should be at least 5' at sides. This includes the rear tire overhang plus a recommended 4' back-up zone behind it.
- Double-sided stations must have at least 8' of space after a recommended 4' back-up zone at each side totaling 16'.
- Refer to the chart below for more details.

### Common Configurations



### Common Configurations





**Bellevue B - cycle Location  
Outlot A Twin Creek Plaza North Replat VIII**



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

16c.  
5/18/2021

<b>COUNCIL MEETING DATE:</b>	May 18, 2021	<b>AGENDA ITEM TYPE:</b>	
		SPECIAL PRESENTATION	
<b>SUBMITTED BY:</b>  Chief Clary		ORDINANCE	PUBLIC HEARING REQUIRED
		RESOLUTION	PUBLIC HEARING REQUIRED
		CURRENT BUSINESS	PUBLIC HEARING REQUIRED
		CONSENT	
		OTHER (SEE CLERK)	

**SUBJECT:**  
Cruiser Computer Equipment

**SYNOPSIS:**  
Officers currently use outdated Panasonic Tablets that are at end of life and need to be replaced through the purchase of new Panasonic Notebook Laptops with increased memory

**BACKGROUND**  
The new laptops are needed to keep pace with additional requirements of the State for reporting purposes and new RMS County wide implementation. The 2021 Capital Improvement Project included money for this anticipated project. The final cost will be in under initial projections at \$141,026.05

**FISCAL IMPACT:** \$ 141,026.05      **BUDGETED FUNDS?** Yes      **GRANT/MATCHING FUNDS?** N/A

**TRACKING INFORMATION FOR CONTRACTS & PROJECTS**

IS THIS A CONTRACT? N/A      COUNTER-PARTY:      INTERLOC N/A

**CONTRACT DESCRIPTION:**

CONTRACT EFFECTIVE DATE:      CONTRACT TERM:      CONTRACT END DATE:

**PROJECT NAME:**

START DATE:      END DATE:      PAYMENT DATE:      INSURANCE REQUIRED

**CIP PROJECT NAME:** Communications Equipment      **CIP PROJECT NUMBER:** PO 21(1)

MAPA NAME(S):      MAPA NUMBER(S):

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

**ACCOUNTING DISTRIBUTION CODE:** 7140      **ACCOUNT NUMBER:**

**RECOMMENDATION:**  
Recommend Approval to purchase new Laptops and Printers, not to exceed \$141,026.05

**ATTACHMENTS:**

1	Gov Direct Quote	4	
2	Barcodes Inc Quote	5	
3		6	

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL TO SUBMIT: \_\_\_\_\_

# Bellevue Police Department - NE

Panasonic CF-55 Solution x 35

May 05, 2021

## Building Solutions Every Day



*Woman Owned*

### **Carl Steffens**

Senior Design Consultant

1-888-TOUGH31 (sales)

402-323-4805 (direct)

4023234800 (main)

402-323-4805 (fax)

[www.govdirect.com](http://www.govdirect.com)

[csteffens@bizco.com](mailto:csteffens@bizco.com)

Quote ID: GovD.052514      Date: Wednesday, May 05, 2021      Expires: Friday, June 04, 2021

<b>Prepared For:</b> Shawn Manning Bellevue Police Department - NE 1510 Wall St Bellevue NE 68005	<b>Ship To:</b> Shawn Manning Bellevue Police Department - NE 1510 Wall St Bellevue NE 68005	<b>Bill To:</b> Shawn Manning Bellevue Police Department - NE 1510 Wall St Bellevue NE 68005	<b>Prepared By:</b> Carl Steffens 4023234800 csteffens@bizco.com
---	--	--	---

## Options

MFP#	Description	Qty	Price	Ext. Price
FZ-55CA60CVM	Panasonic Toughbook FZ-55 14" Touchscreen Notebook WIN10 PRO, INTEL CORE I7-8665U 1.9GHZ, VPRO, 14.0" FHD 1000 NIT GLOVED MULTI TOUCH, 512GB SSD, 16GB, INTEL WI-FI, BLUETOOTH, TPM 2.0, 4G LTE BAND 14 (EM7511), DGPS, DUAL PASS (CH1:DGPS/CH2:WWAN), INFRARED WEBCAM, EMISSIVE BACKLIT KEYBOARD, FLAT	35	\$2,430.39	\$85,063.65
CF-SVCLTEXT2Y	Service/Support - 2 Year Extended Service - Service - Maintenance - Parts & Labor - Physical Service	35	\$279.12	\$9,769.20
7170-0251-P	Gamber-Johnson Docking Station - for Notebook - 120 W - USB 3.0 - Network (RJ-45) - HDMI - VGA	35	\$859.05	\$30,066.75
FZ-VCN551W	Panasonic Laptop Expansion Module	35	\$118.09	\$4,133.15
7110-1023	Gamber-Johnson Vehicle Mount for Docking Station	35	\$41.98	\$1,469.30
PAN-XPAK-INSTALL	SYNNEX : XPAK Install by Config Team per qty 1 system for Panasonic Units	35	\$0.00	\$0.00

**Options Subtotal**      **\$130,502.05**

## Quote Summary

### Description

Options	<b>\$130,502.05</b>
<b>Subtotal</b>	<b>\$130,502.05</b>
<b>Shipping</b>	<b>\$165.00</b>
<b>Total</b>	<b>\$130,667.05</b>

All prices and descriptions are subject to change without notice. This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until one of the following occur: 1.) a purchase order has been issued by you and accepted by GovDirect or 2.) an order is place on-line and accepted by GovDirect or 3.) a written proposal is accepted by you. The prices contained in this list may not be relied upon as the price at which GovDirect will accept an offer to purchase products unless expressly agreed to by GovDirect in writing. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. Prices quoted may not include applicable taxes. Sales tax will be included on the invoice. Products are non-returnable unless approved in writing by GovDirect within 30 days of invoice date. Those approved returns may be subject to a restocking fee. Payment terms, unless otherwise stated in writing, shall not exceed 30 days from date of invoice. Questions about these and other terms and conditions should be your sales representative.

Account #	Quote Date	Quote #
1111463857	5/5/2021	Q1483929



**Bill To:**

CITY OF BELLEVUE POLICE DEPT  
1510 Wall St  
Bellevue NE 68005  
United States

**Ship To:**

CITY OF BELLEVUE POLICE DEPT  
1510 Wall St  
Bellevue NE 68005  
United States

**Remit To:**

Barcodes LLC  
PO Box 95637  
Chicago, IL 60694-5637  
1-800-351-9962

Item #	Item Description	UoM	Qty	Unit Price	Total
93633	8 full-page Mobile Printer USB drop-in paper loading 203 dpi Direct thermal Print Method Regulatory Approvals: FCC Class B CE Mark UL listed AC adapters e-mark Package Contents: Printer ships with o battery and one sample roll of paper. Battery cables and power adapters should be ordered separately.	EA	20	\$416.67	\$8,333.40
93696-PRINTEK	I820 Cage Mount Bracket Set of 2.	EA	20	\$34.15	\$683.00
93679	In-vehicle power adapter, cigarette plug, 10'	EA	20	\$52.00	\$1,040.00
92677	USB-C cable, 10'	EA	20	\$23.38	\$467.60

Price does not include shipping unless specified. Price Only Valid for quantity printed. Prices are only valid through the quote expiration date. BARCODES, INC. TRUESUPPORT AND SERVICES NOTICE: The Customer acknowledges that if declining any of the quoted Barcodes, Inc. TrueSupport or Barcodes, Inc. Services (such as staging, kitting, and installation), they will be charged for ANY support that they require through Barcodes, Inc. at our hourly rates. If Barcodes, Inc.'s TrueSupport or Services options are not listed on this quotation, please inquire for pricing.



Quote prepared by

**Kyle French**

E : kfrench@barcodesinc.com

P : (312) 610-6503

Quote reference #

**Q1483929**

Expires: 6/4/2021

2020 RETAIL TECH



SOLUTION PROVIDER

Account #	Quote Date	Quote #
1111463857	5/5/2021	Q1483929



Subtotal	\$10,524.00
Sales Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$10,524.00</b>

**Device as a Service (DaaS) subscription option:** A monthly DaaS subscription payment option of \$309.41 is available for your consideration. This is an estimated monthly subscription payment for 36 months and does not include any applicable taxes or shipping costs. The actual DaaS subscription monthly payment is subject to:

- Review of equipment configuration
- Receipt of credit application and credit approval
- Adjustment for change in money rates from quotation to commencement dates

*Price does not include shipping unless specified. Price Only Valid for quantity printed. Prices are only valid through the quote expiration date. BARCODES, INC. TRUESUPPORT AND SERVICES NOTICE: The Customer acknowledges that if declining any of the quoted Barcodes, Inc. TrueSupport or Barcodes, Inc. Services (such as staging, kitting, and installation), they will be charged for ANY support that they require through Barcodes, Inc. at our hourly rates. If Barcodes, Inc.'s TrueSupport or Services options are not listed on this quotation, please inquire for pricing.*



Quote prepared by

**Kyle French**

E : [kfrench@barcodesinc.com](mailto:kfrench@barcodesinc.com)

P : (312) 610-6503

Quote reference #

**Q1483929**

Expires: 6/4/2021

2020 RETAIL TECH



SOLUTION PROVIDER

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/18/2021		SUBMITTED BY: Doug Clark, 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:**  
Keystone Trail Repairs South of HWY 370

**SYNOPSIS/BACKGROUND:**  
The City of Bellevue Public Works Department issued a Notice for Bids for the Keystone Trail Repairs South of HWY 370 project. After review of the bids received, the low, responsive, responsible bidder, DPS, LLC has been recommended for the project. This project is a 50/50 split with the Papio-Missouri River Natural Resources District pursuant to an Interlocal Cooperation Act Agreement between the City of Bellevue, Nebraska and the Papio-Missouri River Natural Resources District approved by City Council on October 23, 2000. Therefore, the City's share is not to exceed \$45,563.03.

FISCAL IMPACT: \$100,238.66 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES 50/50 Split

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

IS THIS A CONTRACT?: YES	COUNTER-PARTY: DPS, LLC	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Keystone Trail Repairs South of HWY 370 - Project		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Keystone Trail Repairs South of HWY 370		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED: YES		
CIP PROJECT NAME: Highway 75 Trail	CIP PROJECT NUMBER: PK21(3)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: CIPPK21(3)	ACCOUNT NUMBER: 7040	

**RECOMMENDATION:**  
City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and DPS, LLC in the amount of \$91,126.05 plus a 10% contingency of \$9,112.61, for a total project cost of \$100,238.66 for the Keystone Trail Repairs South of HWY 370 project.

**ATTACHMENTS:**

- |              |             |    |
|--------------|-------------|----|
| 1. Bid Sheet | 2. Contract | 3. |
| 4.           | 5.          | 6. |

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 18<sup>th</sup> day of May, 2021 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 DPS, 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 KEYSTONE TRAIL REPAIRS SOUTH OF HWY 370 ("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 Ninety-One Thousand One Hundred Twenty-Six Dollars and Five Cents (\$91,126.05) ("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: Doug Clark  
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:

Jason Armstrong  
DPS, LLC  
3704 L Street  
Omaha, NE 68107  
Phone No.: (402) 612-7222

(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 Doug Clark, or his designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BELLEVUE, NEBRASKA

ATTEST:

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

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

ATTEST:

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

\_\_\_\_\_

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

## **EXHIBIT “A”**

### **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor’s equipment, plant, and all else necessary to complete **“KEYSTONE TRAIL REPAIRS SOUTH OF HWY 370”**, as specified in this Contract and in the plans and specifications in the City’s request for proposals and Notice to Bidders.

The current City of Omaha Standard Specifications for Public Works Construction, 2020 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

## **EXHIBIT "B"**

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

#### ***EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT***

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

#### ***EQUAL EMPLOYMENT OFFICER***

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

## ***NON-DISCRIMINATORY RECRUITING***

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

## ***CONTRACTS AND CONTRACTORS***

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

PAPIO-MISSOURI RIVER  
NATURAL  
RESOURCES  
DISTRICT



8901 S. 154TH ST.  
OMAHA, NE 68138  
(402) 444-6222  
FAX (402) 895-6543  
[www.papionrd.org](http://www.papionrd.org)

May 14, 2021

Mr. Matt Knight, P.E.  
City of Bellevue Public Works Dept.  
1510 Wall Street  
Bellevue, NE 68005

RE: Big Papió Levee (Hwy. 370 to Capehart Road) - Keystone Trail Repairs

Dear Matt:

In response to your email dated May 13, 2021, the District would confirm that it concurs with the proposed City of Bellevue award of the referenced project to DPS. Furthermore, the District will agree to reimburse the City of Bellevue 50% of actual construction cost invoiced by DPS and documented by pay applications up to a maximum of \$50,000. It is estimated that the District share of the project cost will be \$45,563.03, based on estimated project quantities.

Please contact us with any questions.

Sincerely,

Martin P. Cleveland, P.E.  
Construction Engineer

Cc: Marlin Petermann, Bill Warren, Eric Williams, and Carey Fry P-MRNRD

## Cleveland, Martin

---

**From:** Matt Knight <matt.knight@bellevue.net>  
**Sent:** Thursday, May 13, 2021 9:12 AM  
**To:** Cleveland, Martin  
**Cc:** Dean Dunn; Jim Shada; Sean Schrader; Eric Williams; Petermann, Marlin  
**Subject:** Keystone Trail Repairs South of HWY 370  
**Attachments:** Bid Tabulation - 2021 Concrete Pavement Rehab.pdf

Good morning Martin,

Attached is the tabulation from yesterday's bid opening. Fortunately, the DPS bid is under \$100,000 which should simplify things. We worked with DPS on a parking lot replacement earlier this spring, and we were relatively pleased with their work – the project went pretty smoothly.

Unless you see any issues, we will recommend contract award to DPS at our next City Council meeting (Tue., 5/18).

Could you please confirm NRD's concurrence with the award?

Thanks,

Matt Knight, P.E.  
Public Works Engineer  
**City of Bellevue**  
**Public Works Department**  
1510 Wall Street  
Bellevue, Nebraska 68005  
p 402.293.3028 | c 402.515.6803

**TABULATION OF BIDS**  
**KEYSTONE TRAIL REPAIRS SOUTH OF HWY 370**  
**PROJECT NO. BPW-210310**

Item #	Description	Estimated Quantities	ENGINEER'S OPINION OF PROBABLE CONSTR. COST		DPS		Midwest DCM		AVERAGE UNIT PRICE	HIGH UNIT PRICE	LOW UNIT PRICE
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price			
1	EXCAVATION HAUL-OFF (ESTABLISHED QUANTITY)	55 CY	\$25.00	\$1,375.00	\$44.91	\$2,470.00	\$22.00	\$1,210.00	\$33.45	\$44.91	\$22.00
2	EMBANKMENT - BORROW (ESTABLISHED QUANTITY)	55 CY	\$35.00	\$1,925.00	\$44.91	\$2,470.00	\$32.00	\$1,760.00	\$38.45	\$44.91	\$32.00
3	CONSTRUCT 6" AGGREGATE BASE COURSE	267 SY	\$13.00	\$3,471.00	\$11.16	\$2,980.05	\$9.00	\$2,403.00	\$10.08	\$11.16	\$9.00
4	CONSTRUCT 15" RCP, CLASS III	32 LF	\$120.00	\$3,840.00	\$146.44	\$4,686.00	\$245.00	\$7,840.00	\$195.72	\$245.00	\$146.44
5	CONSTRUCT 15" RC FLARED END SECTION	2 EA	\$600.00	\$1,200.00	\$2,435.00	\$4,870.00	\$850.00	\$1,700.00	\$1,642.50	\$2,435.00	\$850.00
6	INSTALL SEEDING (FOR INFORMATION ONLY - SUBSIDIARY)	450 SY	\$4.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	INSTALL SEEDING (AUTHORIZED)	300 SY	\$4.00	\$1,200.00	\$4.00	\$1,200.00	\$4.00	\$1,200.00	\$4.00	\$4.00	\$4.00
8	PROVIDE TEMPORARY TRAFFIC CONTROL	1 LS	\$1,500.00	\$1,500.00	\$870.00	\$870.00	\$2,500.00	\$2,500.00	\$1,685.00	\$2,500.00	\$870.00
9	CRACK OR JOINT REPAIR - TYPE "A"	200 LF	\$3.00	\$600.00	\$12.85	\$2,570.00	\$4.00	\$800.00	\$8.43	\$12.85	\$4.00
10	REPAIR MULTI-USE TRAIL (FIBER-REINFORCED CONCRETE)	7,460 SF	\$9.50	\$70,870.00	\$7.54	\$56,220.00	\$15.00	\$111,900.00	\$11.27	\$15.00	\$7.54
11	REMOVE AND RESET SEGMENTAL RETAINING WALL	100 SF	\$30.00	\$3,000.00	\$60.20	\$6,020.00	\$75.00	\$7,500.00	\$67.60	\$75.00	\$60.20
12	MOBILIZATION/ DEMOBILIZATION	1 LS	\$8,000.00	\$8,000.00	\$6,770.00	\$6,770.00	\$9,800.00	\$9,800.00	\$8,285.00	\$9,800.00	\$6,770.00
<b>GRAND TOTAL:</b>				\$98,800.00	\$91,126.05	\$148,613.00					

Date of Letting: May 12, 2021  
Time of Letting: 10:30 a.m.  
Location: City of Bellevue Public Works Department

City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16e.  
5/18/2021

COUNCIL MEETING DATE: 05/18/2021		SUBMITTED BY: Doug Clark, 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:

Sarpy County and Cities Wastewater Agency Interlocal Agreement

SYNOPSIS/BACKGROUND:

The City of Bellevue desires to enter into an interlocal agreement with the Sarpy County and Cities Wastewater Agency for the operation of Bellevue sewer services located within the Agency's jurisdiction.

FISCAL IMPACT: None BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Sarpy County and Cities Wastewater Agency	INTERLOCAL AGREEMENT: YES
CONTRACT DESCRIPTION: Interlocal Agreement		
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:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and the Sarpy County and Cities Wastewater Agency.

ATTACHMENTS:

- |              |    |    |
|--------------|----|----|
| 1. Agreement | 2. | 3. |
| 4.           | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

**INTERLOCAL AGREEMENT  
FOR THE OPERATION OF BELLEVUE SEWER SERVICES  
LOCATED WITHIN THE AGENCY'S JURISDICTION**

THIS INTERLOCAL AGREEMENT FOR THE OPERATION OF THE BELLEVUE SEWER SERVICES LOCATED WITHIN THE AGENCY'S JURISDICTION ("Agreement") is made by and between the Sarpy County and Cities Wastewater Agency (the "Agency") and the City of Bellevue, Nebraska ("Bellevue"). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein.

WHEREAS, the County and the Cities are political subdivisions, duly created and validly existing under the laws of the State of Nebraska;

WHEREAS, the Agency was created as a separate body corporate and politic by the County and the Cities pursuant to the Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the "Formation Interlocal"), by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, et seq. (the "Act");

WHEREAS, pursuant to Sections V(A)(11) and VII of the Formation Interlocal, the Agency, with the approval of the Agency Board and the affected Agency Member(s), has the power and authority to establish the area over which the Agency has sole jurisdiction to authorize, design, construct, and control the Unified SSWS to the exclusion of all other sewer systems (the "Agency's Jurisdiction");

WHEREAS, pursuant to Agency Resolution No. 2020-013, the Agency adopted and approved the Agency's Growth Management Plan and Implementing Policies and Procedures applicable to the Agency's Jurisdiction (collectively, as amended from time to time, the "Growth Management Plan"). Sarpy County, Gretna, La Vista, Papillion and Springfield subsequently approved the Growth Management Plan in accordance with said resolution;

WHEREAS, pursuant to Agency Resolution No. 2020-014, the Agency adopted and approved the Agency's Sewer User Rates and Connection Fees Schedule and Related Policies and Procedures applicable to the Agency's Jurisdiction (collectively, as amended from time to time, the "Agency Rates/Fees Schedule"). Sarpy County, Gretna, La Vista, Papillion and Springfield subsequently approved the Agency Rates/Fees Schedule in accordance with said resolution;

WHEREAS, pursuant to Section VII(A) of the Formation Interlocal, in no event, however, will the Agency have jurisdiction over each Member's individual corporate limits, extra-territorial zoning jurisdiction, designated wastewater service area, or areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act unless the individual governing body of each Member having any jurisdiction within such areas approves of such areas being within the Agency's Jurisdiction;

WHEREAS, pursuant to Section VII(D) of the Formation Interlocal, however, any wastewater treatment facilities, sewer systems, sewer lines, or related appurtenances constructed or approved by an individual Member's governing body prior to the establishment of the Agency's Jurisdiction which subsequently fall within the area of the Agency's Jurisdiction (hereinafter, an "Existing Sewer System"), shall not be subject to the Agency's Jurisdiction so long as no connection to an Agency sewer system is proposed; however, in the event a Member seeks to connect its Existing Sewer System to the Unified SSWS, such connection may be permitted subject to Agency engineering review and approval, conformity with all applicable rules and regulations, including the Master Plan, payment of all applicable connection fees, and an approved wastewater service and connection agreement with the Agency;

WHEREAS, pursuant to Agency Resolution No. 2019-004, the Agency approved and established the Agency's Jurisdiction over the area depicted as the "Service Area" on the map attached hereto as **Exhibit A**, subject to (a) the terms of the Gretna Sewer Interlocal (as defined in said Resolution), and (b) the terms of the Springfield Sewer Interlocal (as defined in said Resolution). The individual governing bodies of the Members subsequently approved the Agency's Jurisdiction in accordance with the Formation Interlocal (Bellevue's approval was made pursuant Bellevue City Council Resolution No. 2019-25);

WHEREAS, Bellevue currently owns, operates, maintains, designs, constructs, extends, and collects revenue from its own Existing Sewer System (the "Bellevue Sewer System") located in the shaded area depicted as the "Bellevue Sewer Service Area" on the map attached hereto as **Exhibit B**;

WHEREAS, the Bellevue Sewer Service Area lies within a portion of the Agency's Jurisdiction;

WHEREAS, pursuant to Section XIII(D) of the Formation Interlocal (as amended by the Second Amendment to the Formation Interlocal with an effective date of February 16, 2021), the Agency is authorized to acquire real property or such other property rights by gift, grant, purchase or condemnation as necessary for the financing, construction, equipping, operation, and maintenance of the Unified SSWS over portions of land located within and outside the Agency's Jurisdiction provided that the such acquisition of real property and/or other property rights located outside of the Agency's Jurisdiction and within a Member's corporate limits, declared extraterritorial zoning jurisdiction, wastewater service area designated per interlocal agreement, or areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., shall require approval by the Agency and the governing body of each Member where the land upon which such portions of the Unified SSWS are located;

WHEREAS, certain portions of the proposed force main, interceptor sewer, lift stations, connection points, and related sewer infrastructure necessary to construct, operate, maintain and connect the Unified SSWS to the Papillion Creek Resource Recovery Facility (collectively, the "Force Main Infrastructure") are located outside of the Agency's Jurisdiction, but within portions of Bellevue's extraterritorial zoning and planning jurisdictions. The approximate location of the

Force Main Infrastructure is anticipated to be located within the corridor shown on the preliminary alignment schematic attached hereto as **Exhibit C**.

WHEREAS, the Agency currently has no sewer service infrastructure that serves the Bellevue Sewer Service Area and such Agency sewer service infrastructure may not exist or be available for many years into the future;

WHEREAS, subject to the terms of this Agreement, Bellevue hereby agrees to and approves the Growth Management Plan and the Agency Rates/Fees Schedule, and the Agency agrees that Bellevue shall continue to own, operate, maintain, design, construct, extend, and collect revenue from (collectively, “Operate” or “Operating”) the Bellevue Sewer System within the Bellevue Sewer Service Area until such time as the Bellevue Sewer System connects to and is incorporated into the Unified SSWS;

WHEREAS, subject to the terms of this Agreement, Bellevue also agrees to and approves the proposed location of the Force Main Infrastructure and the Agency’s right and authority to acquire real property and other land rights necessary for the construction and operation of the portions of the same that are located outside the Agency’s Jurisdiction and within Bellevue’s corporate limits, declared extraterritorial zoning jurisdiction, wastewater service area designated per interlocal agreement, or areas that lie within Bellevue’s “area of future growth and development” under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq.; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Bellevue Acknowledgement of Growth Management Plan.** Except to the extent set forth in Section 3 below, the governing body of the City of Bellevue hereby acknowledges, approves and agrees to be bound by the terms, conditions and obligations of the Growth Management Plan; provided, however, that Bellevue’s approval of the Growth Management Plan does not, except as otherwise provided in this Agreement or the Formation Interlocal, or pursuant to Agency Resolution No. 2019-004, (a) expand the Agency’s Jurisdiction or abrogate the requirements of Section VII of the Formation Interlocal, (b) abrogate Bellevue’s maintenance of its own autonomy, jurisdiction, powers, and indebtedness as a governmental subdivision, (c) supersede Bellevue’s planning approval jurisdiction, or (d) in any manner restrict, limit, or control Bellevue’s authority to Operate and collect revenue from the Bellevue Sewer System located within the Bellevue Sewer Service Area pursuant to the terms of this Agreement and as otherwise set forth in Agency Resolution No. 2019-004. Promptly upon its execution of this Agreement, Bellevue shall incorporate the Growth Management Plan into Bellevue’s comprehensive development and land use plan or similar instrument(s).

2. **Bellevue Acknowledgement of Agency Rates/Fees Schedule.** Except to the extent set forth in Section 3 below, the governing body of the City of Bellevue hereby acknowledges, approves and agrees to be bound by the terms, conditions and obligations of the

Agency Rates/Fee Schedule; provided, however, such approval does not in any manner restrict, limit, or control Bellevue's authority to Operate and collect revenue from the Bellevue Sewer System located within the Bellevue Sewer Service Area pursuant to the terms of this Agreement and as otherwise set forth in Agency Resolution No. 2019-004. Promptly upon its execution of this Agreement, Bellevue shall incorporate the Agency Rates/Fee Schedule into Bellevue's comprehensive development and land use plan or similar instrument(s).

3. **Agency Acknowledgement of Bellevue's Sewer Service Area.** In accordance with Sections VII(B) and VII(D) of the Formation Interlocal, the parties acknowledge and agree that:

a. Bellevue shall Operate the Bellevue Sewer System located within the Bellevue Sewer Service Area, notwithstanding those portions of such system which are located within the Agency's Jurisdiction. At the end of the useful life of the Bellevue Sewer System located within the Agency's Jurisdiction, Bellevue will conduct a study at its sole cost and expense to determine if it is economically feasible to connect to the Unified SSWS or to Operate the Bellevue Sewer System independently and separate from the Unified SSWS.

b. The Bellevue Sewer System will not be incorporated into the Unified SSWS except (i) in accordance with Sections VII(A) and VII(D) of the Formation Interlocal, and (ii) pursuant to the terms of a separate written agreement that must be entered into by Bellevue and the Agency setting forth the manner in which the portion of the Bellevue Sewer System will be incorporated into the Unified SSWS. Said separate written agreement is expected to incorporate, along with such other matters that may be agreed to by the parties, the following provisions:

i. So long as Bellevue has been a Member of the Agency from Agency inception until the time the Bellevue Sewer System is connected to the Unified SSWS, Bellevue shall pay no fees, costs, charges, or connection charges of any kind to the Agency in order for the Bellevue Sewer System to be incorporated into the Unified SSWS but only to the extent the nonpayment of such fees, costs, charges, or connection charges is consistent with applicable Agency policies then in effect and the other Members of the Agency are likewise not obligated to pay similar fees, costs, charges, or connection charges in order to connect their respective sewer systems into the Unified SSWS;

ii. If applicable at such time, the Agency and Bellevue shall have agreed on the acquisition by the Agency of certain Bellevue Sewer System assets owned by Bellevue in the Bellevue Sewer Service Area;

iii. From and after the date the Agency provides service to the Bellevue Sewer Service Area, the Agency will collect the connection fees and Bellevue will pay the Agency a wholesale rate for sewer service provided by the Agency in such portions of the Bellevue Sewer Service Area located in the Agency's Jurisdiction;

iv. Bellevue is expected to conduct the retail/customer billing for retail customers in the Bellevue Sewer Service Area;

v. Bellevue will continue to Operate the non-trunk line components of the Bellevue Sewer System in the Bellevue Sewer Service Area; and

vi. The manner and method of collection and payment of usage and connection fees.

c. Until Bellevue and the Agency enter into such written agreement and the Bellevue Sewer System is connected to the Unified SSWS, Bellevue shall be solely responsible for Operating the Bellevue Sewer System, and shall be entitled to receive all connection and usage fees and other revenues generated from the Bellevue Sewer System.

d. In the event that the Agency dissolves in accordance with the Formation Interlocal or pursuant to applicable Nebraska law, as of the effective date of such dissolution, this Agreement shall automatically terminate and be of no further force and effect.

4. **Bellevue Maintenance Obligations and Legal Compliance.** So long as the Bellevue Sewer System is located within the Agency's Jurisdiction, Bellevue shall operate, keep and maintain all portions of the Bellevue Sewer System, including the plant(s), lift and collection system(s), force mains, pipes, trunks, conveyance lines and all other improvements, equipment, systems and appurtenances incidental thereto, (a) in good working condition and repair, and (b) in compliance with all applicable state, federal, and local laws, rules and regulations and promptly pay and discharge any and all related permitting fees, costs and related expenses including, but not limited to, any fines and penalties assessed by applicable governmental authorities, and all debt service and other financial obligations applicable to the Bellevue Sewer System.

5. **Growth Zone Amendment.** The Bellevue Sewer Service Area is currently located in the Urban Reserve Zone (as defined in the Growth Management Plan). Upon Bellevue's incorporation of the Growth Management Plan and Agency Rates/Fee Schedule into Bellevue's comprehensive development and land use plan or similar instrument(s) in accordance with Sections 1 and 2 above, (a) the Bellevue Sewer Service Area as depicted on **Exhibit B** attached hereto shall be designated as part of the Urban Development Zone (UDZ) under the Growth Management Plan, and (b) at the next Agency Board meeting following the effective date of the incorporation of the Growth Management Plan and Agency Rates/Fee Schedule into Bellevue's comprehensive development and land use plan (or similar instrument(s)), the Agency Board shall adopt a resolution amending the Growth Management Plan to modify the UDZ to specifically include the Bellevue Sewer Service Area as part of the UDZ.

6. **Force Main Infrastructure.** In accordance with Section XIII(D) of the Formation Interlocal (as amended by the Second Amendment to the Formation Interlocal with an effective date of February 16, 2021), Bellevue hereby acknowledges, agrees to and approves (a) the proposed location of the Force Main Infrastructure as generally shown on **Exhibit C** attached hereto; and (b) the Agency's exclusive right and authority to acquire real property and/or such

other property rights by gift, grant, purchase and/or condemnation as deemed necessary by the Agency for the financing, construction, equipping, operation, and maintenance of the Force Main Infrastructure on, over or under portions of land located outside the Agency's Jurisdiction and within Bellevue's corporate limits, declared extraterritorial zoning jurisdiction, wastewater service area designated per interlocal agreement, or areas that lie within Bellevue's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act. The Agency shall have, without any further approvals or consents from Bellevue, sole discretion and authority to (y) acquire any and all land rights necessary for the construction, operation and maintenance of the Unified SSWS and the Force Main Infrastructure located within Bellevue's corporate limits, declared extraterritorial zoning jurisdiction, wastewater service area designated per interlocal agreement, or areas that lie within Bellevue's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, and (z) connect the same to the Papillion Creek Resource Recovery Facility. The Agency may modify or deviate from the proposed Force Main Infrastructure alignment as shown on **Exhibit C** attached hereto at any time and for any reason without Bellevue's prior consent; provided, however, any material modifications or deviations to the alignment of the Force Main Infrastructure shall require the prior written consent of Bellevue's City Administrator or Public Works Director.

7. **Interlocal Cooperation Act.** This Agreement is entered into between the parties pursuant to the Act. The parties agree:

a. This Agreement does not establish any separate legal or administrative entity;

b. Once this Agreement becomes effective as set forth in Section 6 below, this Agreement shall continue in full force and effect until either a separate written agreement is entered into by Bellevue and the Agency pursuant to Section 2 above or until both the Agency and Bellevue agree in writing otherwise; provided, however, the parties may not terminate this Agreement to the extent prohibited pursuant to any future agreement(s) with an operator of the Unified SSWS and/or any third-party lender or financier for the construction, operation, maintenance and financing of the Unified SSWS;

c. The purpose hereof is to allow the parties to recognize the Agency's Jurisdiction without impairing Bellevue's ability to Operate the Bellevue Sewer System where the Bellevue Sewer Service Area overlaps the Agency's Jurisdiction until such time (i) as the Unified SSWS serves the Bellevue Sewer Service Area, and (ii) there is a separate written agreement between Bellevue and the Agency setting forth the manner in which the portion of the Bellevue Sewer System which is located in the Agency's Jurisdiction will be incorporated into the Unified SSWS;

d. No separate financing is necessary for the implementation of this Agreement;

e. Termination of this Agreement other than as herein expressly provided for and any modification of the terms hereof shall require the mutual agreement of the parties

as evidenced by formal resolution of their respective governing bodies or by written agreement of their respective designees as appointed by formal resolution; and

f. Any cooperative effort that is needed will be administered by the respective designees of each party. There will be no need for the parties to jointly acquire, hold, and dispose of any real or personal property pursuant to this Agreement.

8. **Cooperation.** The parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this Agreement, and the parties hereto shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other party. The parties shall refrain from taking any action that is inconsistent with the terms hereof.

9. **Effective Date.** This Agreement shall be not be effective before the occurrence of the latter of the separate approving actions by Bellevue's governing body are taken, which approvals shall include all actions of Bellevue prior to such date taken in reliance upon and in accordance with the terms of this Agreement, and Bellevue shall furnish to the Agency a certified copy of the resolution of its governing body. This Agreement shall be in full force and effect as of the date of execution hereof by the last of the parties hereto and shall continue until terminated by mutual agreement of the parties hereto.

10. **Miscellaneous.** The recitals above and exhibits attached hereto are hereby incorporated herein by this reference. This Agreement may be modified only by written amendment, duly executed by authorized representatives of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof except as provided herein. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

This Agreement by the parties hereto is expressed by the approval in open meeting by the Agency and Bellevue, and the following execution by their respective authorized representatives.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the Sarpy County and Cities Wastewater Agency this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SARPY COUNTY AND CITIES  
WASTEWATER AGENCY,  
A Political Subdivision

By: \_\_\_\_\_  
Chairperson, Agency Board

ATTEST:

\_\_\_\_\_  
Secretary, Agency Board

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Bellevue this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELLEVUE, a Nebraska Municipal Corporation.

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

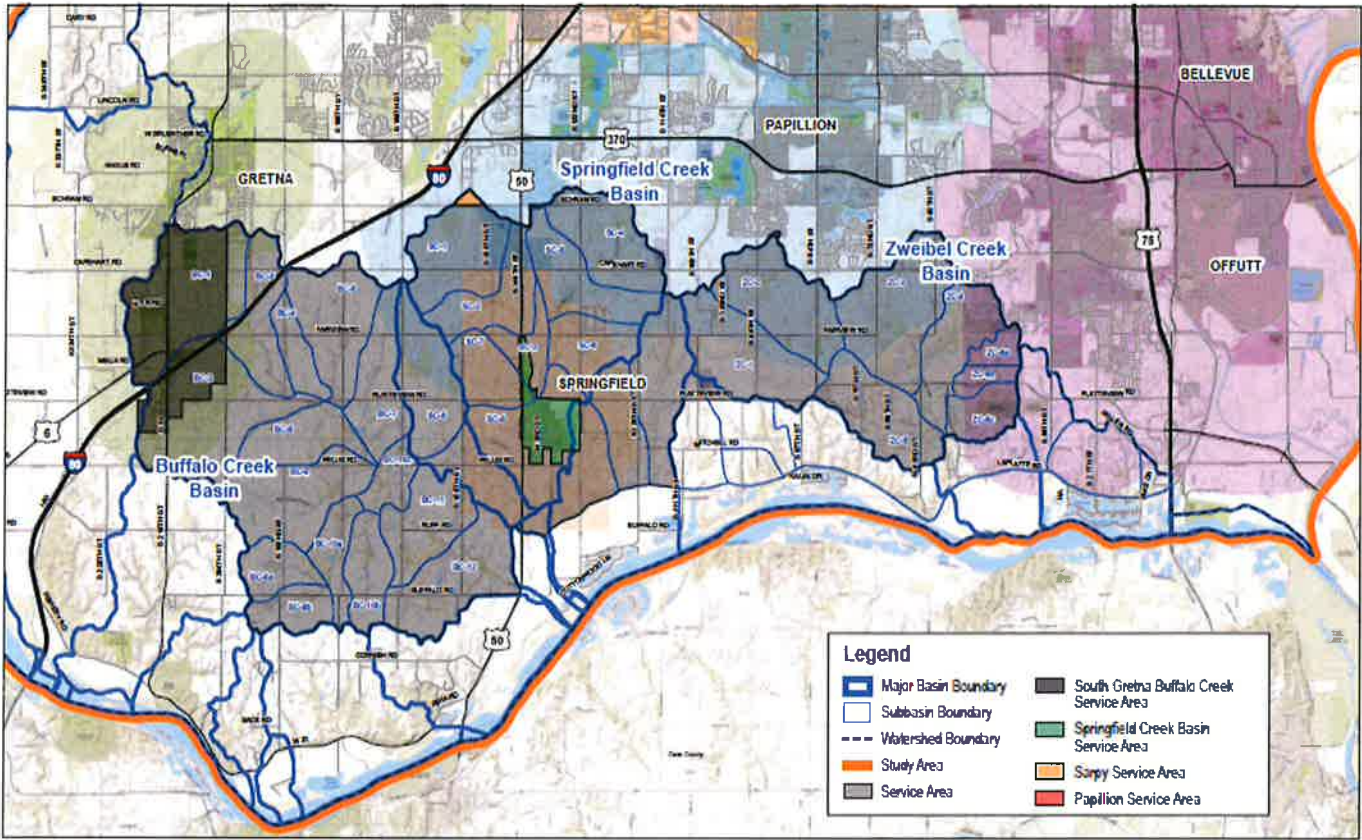
ATTEST:

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

**EXHIBIT A**

**Agency's Jurisdiction**

**[Attached]**



# EXHIBIT A

Sarpy County and Cities Wastewater Agency  
Resolution 2019-004



SOUTHERN SARPY COUNTY

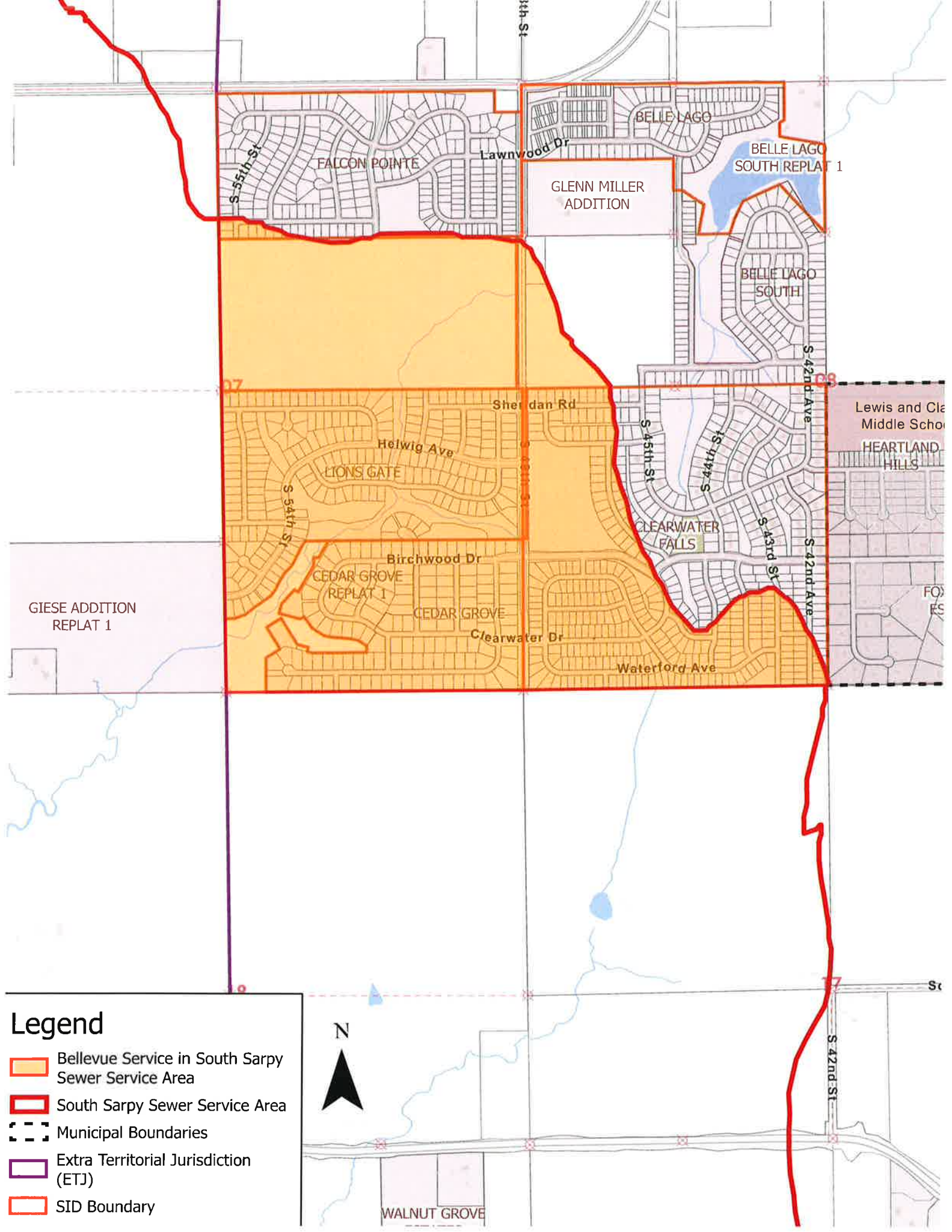


DATE: June 2019  
PROJECT: Service Area

**EXHIBIT B**

**Bellevue Sewer Service Area**

**[Attached]**



### Legend

- Bellevue Service in South Sarpy Sewer Service Area
- South Sarpy Sewer Service Area
- Municipal Boundaries
- Extra Territorial Jurisdiction (ETJ)
- SID Boundary



WALNUT GROVE

S 42nd St

Lewis and Clark Middle School  
HEARTLAND HILLS

FALCON POINTE

BELLE LAGO

BELLE LAGO SOUTH REPLAT 1

GLENN MILLER ADDITION

BELLE LAGO SOUTH

LIONS GATE

CLEARWATER FALLS

CEDAR GROVE REPLAT 1

CEDAR GROVE

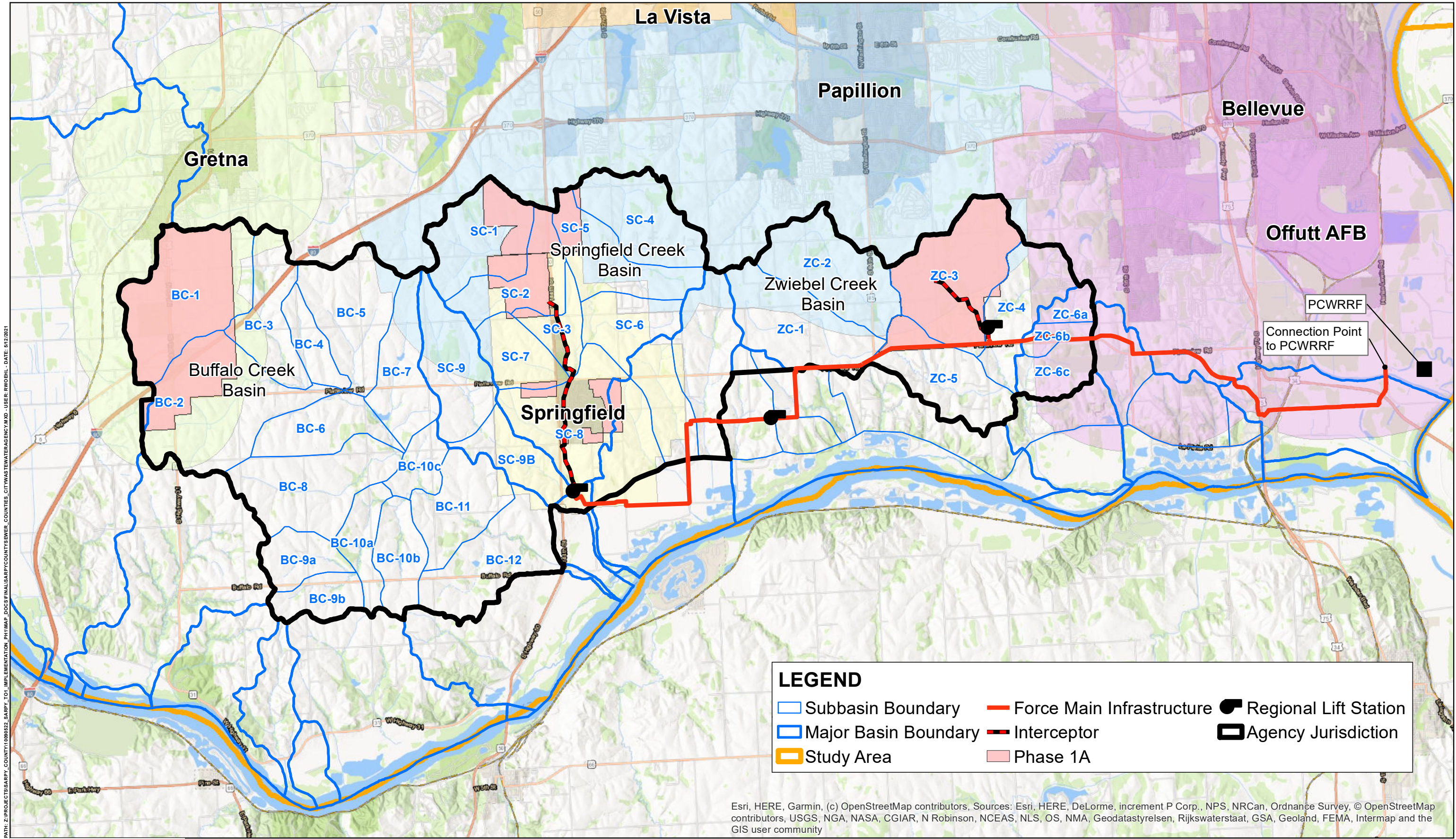
Waterford Ave

GIESE ADDITION REPLAT 1

**EXHIBIT C**

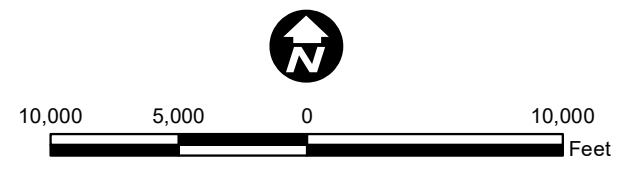
**Force Main Infrastructure**

**[Attached]**



PATH: Z:\PROJECTS\SARPY\_COUNTY\1000052\_SARPY\_TO\_IMPLEMENTATION\_PH1\MAP\_DOCS\FINALSARPYCOUNTYSSEWER\_COUNTIES\_CITYWASTEWATERAGENCY.MXD - USER: RWOBEL - DATE: 5/12/2021

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Sources: Esri, HERE, DeLorme, increment P Corp., NPS, NRCAN, Ordnance Survey, © OpenStreetMap contributors, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystreisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community



**SARPY COUNTY AND CITIES  
WASTEWATER AGENCY**



DATE  
MAY 2021

FIGURE  
1