

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

Tuesday, June 1, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor William Johnson, Revival Tabernacle Church, 2226 Jefferson Street.
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. (*) Acknowledge Receipt of May 12, 2021 Board of Health Minutes.
 2. (*) Approval of May 18, 2021 City Council Minutes.
6. (*) APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS: None
8. ORGANIZATIONAL MATTERS: None
9. APPROVED CITIZEN COMMUNICATION: None Received
10. LIQUOR LICENSES: None
11. ORDINANCES FOR ADOPTION (3rd 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)
12. ORDINANCES FOR PUBLIC HEARING (2nd 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)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. +++ Ordinance No. 4039: An ordinance to amend Article I, Chapter 20, of the Bellevue Municipal Code by adding a new Section 20-14 regarding the use of certain medians being prohibited. (Councilman Stinson)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Approval of Event Application of the Bellevue Community Foundation to host the Bellevue Rocks Riverfront Festival on Friday, August 13, 2021 from 4:00 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and Saturday, August 14, 2021 to 1:00 a.m. on Sunday, August 15, 2021 at American Heroes Park. (City Clerk)
 1. + Recommendation to approve a Special Designated Liquor License (SDL) for the Bellevue Community Foundation to set up a beer garden at the Bellevue Rocks Riverfront Festival on Friday, August 13, 2021 from 4:00 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and on Saturday, August 14, 2021 from 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021 at American Heroes Park. (City Clerk)
 - b. Recommend approval of Event Application for Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 20, 2021 from 11:00 a.m. to 3:00 p.m. at the Senior Center and on Saturday, August 21, 2021 from 6:00 a.m. to 4:00 p.m., on Mission Avenue and Washington Park. (City Clerk)
15. RESOLUTIONS:
 - a. Resolution No. 2021-15: A resolution designating the City Clerk or his/her designee as the

agent to determining whether a special designated liquor license is to be approved or denied in accordance with established criteria and state statute as may be amended. (City Clerk/Administration)

b. +++ Resolution No. 2021-16: Approving the Amended Budget for the Sarpy County and Cities Wastewater Agency FY 2020-2021 Budget and authorize Mayor to sign. (Public Works Director)

c. +++ Resolution No. 2021-17: Approving the proposed FY 2021-2022 Budget for the Sarpy County and Cities Wastewater Agency and authorize the Mayor to sign. (Public Works Director)

16. CURRENT BUSINESS:

a. * Approve and authorize the Mayor to sign the NE Transportation Assistance Agreement with the Nebraska Department of Transportation to receive reimbursement of funds for operational expenses of the Specialized Transportation Service, up to a maximum amount of \$136,210 in fiscal year 2021/2022. (Human Services Manager)

b. Recommendation to approve the purchase of 12 portable radios from Motorola for the Police Department, in an amount not to exceed \$68,224.68. (Police Chief)

c. Recommend approval of Memorandum of Understanding (MOU) with Bellevue Public School for renewal of School Resource Officer and authorize the Mayor to sign. (Police Chief)

d. Approve and authorize the Mayor to sign the Addendum to the original agreement with HDR Engineering, Inc. for the Bellevue South Lift Station - Phase 2 (renamed Brown River Lift Station) project, in an amount not to exceed \$235,600.00. (Public Works Director)

e. +++ Approve and authorize the Mayor to sign the Addendum (Work Change Directive) with DIY Holding Company, LLC, increasing the original contract amount for the 2021 Concrete Pavement Rehabilitation Project, in an amount not to exceed \$123,000. (Public Works Director)

f. +++ Approve and authorize the Mayor to sign the proposal from Heimer Corp. for the Fort Crook Road emergency CMP culvert replacement, in the amount not to exceed \$147,891.00, plus a 10% contingency in the amount of \$14,789.10, for a total project cost of \$162,680.10. (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 is attached.)**

18. CLOSED SESSION:

19. ADJOURNMENT

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Bellevue Board of Health, May 12, 2021, Page 1

A meeting of the Bellevue Board of Health was called to order by Mayor Rusty Hike in the City Council Chambers at the Bellevue City Hall at 3:00 p.m. on the 12th day of May. Board Members Chief of Police Ken Clary, Council President Paul Cook, Dr. Tony Yonkers, and Dr. Jeff Akerson were present. Also present were Jim Ristow, City Administrator, Bree Robbins, City Attorney, and Annie Mathews, Assistant City Attorney.

Notice of this meeting was given in advance thereof by posting in two public places and by publication in the Gretna Guide and News. All Board Members were notified of the meeting. The applicant received notification and the materials prior to the meeting. All proceedings shown were taken while the convened meeting was open to the public. The Board previously approved prior minutes via email. The minutes are accepted into the record.

Open Meetings Act

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

Appeal Decision of Nebraska Humane Society

Mayor Hike advised the Board of Health is meeting to hear and consider Mr. Josh Kohler's appeal of a Potentially Dangerous Dog (PDD) declaration on Bane by the Nebraska Humane Society (NHS). All documents were provided to Mr. Kohler by the City Clerk prior to today's hearing.

Mayor Hike requested Mr. Kohler to come forward to address the Board regarding the requirements.

Mr. Josh Kohler, 4011 Valley View Avenue, explained this is the one and only incident Bane has had in the ten years of his life. He stated this will never happen again. He believes Bane felt provoked because the incident essentially happened in his yard. He commented his niece feeds Bane by hand and Bane is not a dangerous dog.

Council President Cook confirmed with Mr. Kohler he was gone when the incident occurred. Mr. Kohler replied yes. Council President Cook clarified Mr. Kohler had previously stated he was not sure how the dog got out since the doors and windows were locked. He requested an explanation of the day. Mr. Kohler stated the door wasn't locked but it was shut. He doesn't understand how the dog got out, but not the cat. He feels like someone let the dog out. Mr. Kohler advised everyone who lives at the residence was accounted for as to not being there. He mentioned there could be a random chance he left Bane out the night before, which has never happened before. He feels that did not happen at all. He commented the Neighborhood Watch App has had reports of people opening doors of home and messing with Ring doorbells.

Council President Cook confirmed when Mr. Kohler left the night before it was only the dog and cat left behind. Nobody else was home. Mr. Kohler replied yes. He had received a call from his sister advising him Bane was outside fighting the neighbor's dog and to come home immediately. Councilman President Cook questioned if the sister lives in the neighborhood. Mr. Kohler explained he lives with his dad and his sister and neither were home the night prior to the incident. He advised his sister came home to this incident happening and called him. Council President Cook questioned when this happened. Mr. Kohler stated around 12:30 p.m. to 1:30 p.m. Council President Cook inquired if this was the only incident Bane has ever had. Mr. Kohler replied yes, it is the only one.

Police Chief Ken Clary referred to the report which reads the other gentleman got out of his car to take his dog into his residence. He requested clarification from Mr. Kohler on his previous statement "the incident essentially happened in his yard". Mr. Kohler advised he was told the gentleman was leaving to walk his dog. The area where the end of the fight happened was a few feet in front of his driveway. Assuming the neighbor was leaving to walk his dog, he would walk down the path in his yard. Therefore, Bane would see another dog walking on his territory causing the incident to happen. Chief Clary informed Mr. Kohler the report advises Tristian was running errands with Mojo, the dog which was attacked. He arrived home and parked across the street. As he was exiting his vehicle with Mojo on a leash, Bane came running to them and attacked Mojo. Mr. Kohler commented he was informed the gentleman was going on a walk. Which he thought was strange because it was raining, and the guy was barefoot. He advised he has never seen Mojo on a leash. None of this makes any sense to him.

Chief Clary questioned if the yard is fenced. Mr. Kohler replied yes. Chief Clary questioned if the door which Bane used lead into the fenced in area. Mr. Kohler explained Bane has never been outside without himself or someone he trusted with Bane. The gate isn't closed because it crosses the driveway.

Mayor Hike questioned Mr. Kohler if he considers Bane aggressive and that is why he or someone else is always with him. Mr. Kohler stated with Bane's breed of being a Boxer mix, he knows people are nervous. There have been restrictions on his breed before. He just wants to keep an eye on Bane to be safe.

Dr. Yonkers questioned if Bane has ever bitten anyone before. Mr. Kohler replied no, never. He stated after he saw bites in the pictures, he knew Bane could have done worse. He knew Bane was not trying to intentionally hurt someone. Chief Clary questioned if he was referring to the wounds to the people or to the dog. Mr. Kohler stated to the people. What happened to the dog was an unfortunate event. The have already been paid for the incident.

Mayor Hike commented the wounds are very bad on the dog.

Chief Clary questioned if Bane has ever been around other dogs. Mr. Kohler responded yes. He stated the dogs would scuffle. Chief Clary questioned if Bane would be then considered dog aggressive. Mr. Kohler stated there was never anything serious, they would just scuffle. He advised Bane loves cats.

Ms. Annie Mathews, Assistant City Attorney, questioned Mr. Kohler if he feels Bane was provoked in some way. Mr. Kohler explained he feels Bane thought an unknown dog was on his territory. He had never been outside by himself before and was probably a little freaked out by the other dog.

Mayor Hike questioned if the only witness was the other owner. Mr. Kohler commented he believes so. Council President Cook explained the report references there was a couple who was driving by who stopped to break up the fight. The driver of the vehicle laid on the dog so the owner of Mojo could get him removed from the attack. Discussion followed on the bites and scratches to the passerby and owner.

Council President Cook advised the City of Bellevue has an ordinance in place which defines a Potentially Dangerous Dog. The ordinance mentions when a dog without provocation has attacked, snapped at, or bitten one or more human beings, and inflicts an injury on a human being that does not require medical treatment. This may occur on public or private property. This ordinance very much outlines this dog as a PDD.

Chief Clary explained it is not like Bane was startled, reacted, and then stopped. He reacted, continued, three people intervened, he continued, he was laid on, and he continued. People were injured and according to the photos, it looks like another dog almost lost his life. Conversation ensued.

Mayor Hike stated he doesn't think Mr. Kohler is arguing the fact Bane was aggressive in this incident. He is expressing because Bane was alone, he reacted. Mayor Hike stated that still falls on the owner for not keeping the dog contained. Mr. Kohler replied he understands and accepts that.

Chief Clary commented it is fortunate in this case a child wasn't involved.

Dr. Akerson stated he appreciates the fact Mr. Kohler has a ten-year relationship with Bane and this is the first incident. However, with dogs there are no second chances.

Mayor Hike initiated conversation on what requirements Mr. Kohler will need to meet if the Board declares Bane a PDD. Ms. Mathews advised Mr. Kohler does have a copy of Section 6-18 outlining the requirements. Mr. Kohler replied he does not think Bane is a dangerous dog and feels he should not be labeled as one.

Chief Clary addressed Mr. Kohler. He stated for him to say he does not think Bane is dangerous is an overreach. Bane has proven that he is dangerous. There is no going back from being dangerous. You are not dangerous until you are. Bane has crossed that threshold. Bane hasn't attacked his niece, until he attacks his niece. Bane has shown the ability to be aggressive. The Board must take this into consideration. Chief Clary stated he appreciates the love Mr. Kohler has for Bane and that he does not see him being aggressive. However, he is dangerous. He has done this damage to another dog and to other humans.

Motion was made by Akerson, seconded by Yonkers, to affirm the decision of Nebraska Humane Society declaring Bane as a Potentially Dangerous Dogs. Roll call vote on the motion was as follows: Hike, Clary, Cook, Yonkers, and Akerson voted yes; voting no: none; absent: none. Motion carried.

ADJOURNMENT

There being no further business to come before the Board at this time, on motion by Cook, seconded by Yonkers, at 3:23 p.m., the meeting was adjourned.


Susan Kluthe
City Clerk

Rusty Hike
Mayor, Board of Health

MINUTE RECORD

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06/01/2021

Bellevue City Council Meeting, May 18, 2021, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 18th 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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Bellevue City Council Meeting, May 18, 2021, Page 2

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 75th 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. 22nd 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. 83rd 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. 34th 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 94,000 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

MINUTE RECORD

Bellevue City Council Meeting, May 18, 2021, Page 5

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. Kelly Brow, Animal Control Officer and Investigator for NHS, stated 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 1st.

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.

MINUTE RECORD

Bellevue City Council Meeting, May 18, 2021, Page 6

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 1st 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.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

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

Susan Kluthe, City Clerk

MINUTE RECORD

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06/01/2021

CLAIMS FOR JUNE 1, 2021

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CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	126.81
		<u>\$ 126.81</u>

LEGAL

SARPY COUNTY COURT	COURT CLAIMS	34.00
		<u>\$ 34.00</u>

CABLE ADVISORY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	107.79
		<u>\$ 107.79</u>

CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	95.11
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	72.22
GRETN A GUIDE & NEWS	LEGAL AD	246.50
MARATHON VENTURES, INC	MARATHON TIF 8789	30,074.55
ROYCE CORNHUSKER, LLC	ROYCE TIF 8799-PHASE III	6,428.68
		<u>\$ 36,917.06</u>

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES	156.77
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	164.86
PRIMA	RENEW MEMBERSHIP-J JENNINGS	385.00
		<u>\$ 706.63</u>

LIBRARY

AMAZON.COM, LLC	BOOKS, PROGRAM SUPPLIES, OFFICE SUPPLIES, VIDEOS	1,781.90
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	112.66
CENGAGE LEARNING, INC	BOOKS	59.98
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	85.08
INDOFF	COPY PAPER	191.96
INGRAM LIBRARY SERVICES	BOOKS	1,932.84
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/04/07-2021/05/06	104.87
QUADIENT FINANCE USA, INC	POSTAGE REFILL-8048 0084	600.00
QUADIENT LEASING USA, INC	POSTAGE METER LEASE 2021/06/08-2021/09/21	176.46
RUFF WATERS	AQUARIUM MAINTENANCE-MAY 2021	65.00
		<u>\$ 5,110.75</u>

ADMINISTRATIVE SERVICES/PERSONNEL

AMAZON.COM, LLC	FILE FOLDERS	20.81
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	139.50
IDEAL PURE WATER COMPANY	BOTTLED WATER	72.00
INTEGRATED REHAB	PHYSICAL TESTINGS	1,225.00
TRISTAR RISK ENTERPRISE MANAGEMENT	TPA WORK COMP FUNDING-APR 2021	1,030.00
		<u>\$ 2,487.31</u>

MINUTE RECORD

CLAIMS FOR JUNE 1, 2021

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CODE ENFORCEMENT

AMAZON.COM, LLC	CAMERA, OFFICE SUPPLIES	220.45
BELLEVUE PRINTING COMPANY	CODE ENFORCEMENT PAD SETS	597.41
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	23.06
GREAT PLAINS UNIFORMS	TACTICAL VEST-DAVIDSON	750.66
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/04/07-2021/05/05	5.54
MOTOROLA SOLUTIONS, INC	RADIO FOR CODE INSPECTOR	5,685.39
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/09-2021/05/10	96.71
		<hr/>
		\$ 7,379.22

PUBLIC WORKS

ALFRED BENESCH & COMPANY	MS4 ANNUAL REPORTING 2021/04/12-2021/05/09	2,980.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	38.92
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/04/07-2021/05/05	9.31
NEBRASKA IOWA SUPPLY CO	FUEL FOR CITY TANKS	3,228.43
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/09-2021/05/10	161.73
		<hr/>
		\$ 6,418.39

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING-CYCLE 2	9,521.90
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	644.50
B & B TECHNOLOGIES	HERBICIDE SPRAYERS	6,640.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	30.76
BURTON PLUMBING SERVICES	RE-CHECK PIPES	190.00
DAY ELECTRIC SERVICE, INC	AHP FOUNTAIN CORD REPAIR	1,303.00
DULTMEIER SALES LLC	CAST IRON ROLLER PUMP, FORGED STEEL	408.05
GRETNA GUIDE & NEWS	LEGAL AD	15.15
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/04/07-2021/05/05	1,729.40
MIDWEST LABORATORIES	SOIL TESTING-AHP TREE PLANTING	30.00
PRECISE MRM LLC	DATA POOLED PLAN	200.00
THOMPSON DRESSEN & DORNER	LOOKINGGLASS SPLASHPAD THRU MAY 9, 2021	1,125.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	LANDSCAPE SUPPLIES	53.85
		<hr/>
		\$ 21,905.03

RECREATION

AMAZON.COM, LLC	OFFICE SUPPLIES	29.78
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	40.43
CREATIVE SITES, LLC	BIBA ADDITION TO STONECROFT PARK	2,499.00
CREATIVE SITES, LLC	BATCHELOR DEDICATION BENCH-EVERETT PARK	546.00
KIM WORKMAN	REFUND SWIMMING REGISTRATION	70.00
KITTY EISENBIEL	REFUND SWIMMING REGISTRATIONS	140.00
MIDWEST IMPRESSIONS	SPORT CAMPS T-SHIRTS	658.75
RAYMOND RIOS	REFUND BASEBALL REGISTRATION	40.00
		<hr/>
		\$ 4,023.96

MINUTE RECORD

CLAIMS FOR JUNE 1, 2021

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BUILDING MAINTENANCE

AMAZON.COM, LLC	ACCOUSTIC PANELS-P&I AND PLANNING, RESTROOM MIRRORS, FLAGPOLE RINGS, DOG WASTE BAGS	928.26
AQUA-CHEM	CHEMICALS FOR POOLS	1,299.64
BIG RED LOCKSMITHS	PADLOCKS	135.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	931.73
DAY ELECTRIC SERVICE, INC	CHECK FOB ON MECHANICAL ROOM	230.00
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES-DOWDING	43.60
FILTER SHOP	LYME SCALE DISSOLVER	79.52
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM INSPECTIONS	1,913.75
HILLYARD DES MOINES	JANITORIAL SUPPLIES	260.74
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	126.58
MENARDS	PAINT SUPPLIES, TOOLS, PLUMBING SUPPLIES, LANDSCAPE SUPPLIES, GLOVES, LUMBER, CLEANING SUPPLIES	786.26
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/04/07-2021/05/06	439.62
MMC MECHANICAL CONTRACTORS, INC	PREVENTATIVE MAINTENANCE-HVAC, 1510 WALL ST	4,435.45
NEBRASKA STATE FIRE MARSHALL AGENCY	BOILER INSPECTIONS	72.00
OVERHEAD DOOR COMPANY	SOUTH STREET SHOP DOOR MAINTENANCE	173.00
PETTY CASH - FINANCE	TRUCK REGISTRATION-KLUTHE	30.00
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING	309.00
STANDARD HEATING & A/C	SERVICE AGREEMENT-GOLDENROD PARK	141.15
STOLTENBERG NURSERIES	TREES FOR 1510 WALL ST	1,120.80
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	1,046.10
THYSSENKRUPP ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	464.81
TREES SHRUBS AND MORE	PLANTS-CABIN, CHURCH	554.30
TRICO MECHANICAL SERVICES	A/C MAINTENANCE-BAE	590.88
VOGEL WEST	GLOSS ENAMEL FOR POOLS, CABIN	376.90
WESTLAKE ACE HARDWARE	FLOWERS, TRIMMER LINE, GLOVES	72.13
		\$ 16,561.22

CEMETERY

BETTS ENTERPRISES	GOVERNMENT BRONZE PRECAST	550.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	30.76
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/04/07-2021/05/06	91.22
		\$ 671.98

STREETS

AMERICAN UNDERGROUND SUPPLY, LLC	CURB STOP, HYDRANTS	207.68
AVERY RENTS	PROPANE	25.74
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	186.72
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	12.54
CONCRETE SUPPLY, INC	CONCRETE	807.00
HGM ASSOCIATES INC	ENG SVC-CORNHUSKER RD BRIDGE THRU 2021/04/30	4,298.25
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	2,954.41
MACQUEEN EQUIPMENT, LLC	2021 PELICAN STREET SWEEPER-NP42114	204,297.00

MINUTE RECORD

CLAIMS FOR JUNE 1, 2021

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STREETS (cont'd)

MARTIN ASPHALT	BULK OIL	210.90
MENARDS	GAS CAN, NAILS, RAIN PONCHOS, HARDBOARD	74.47
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/04/09-2021/05/06	552.18
NEBRASKA DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNALS IMPROVEMENT-370TH	12,609.85
NEWMAN SIGNS	TRAFFIC SIGNS	2,969.40
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/09-2021/05/10	193.71
OMNI	ASPHALT	1,678.35
PETTY CASH - FINANCE	TRAILER REGISTRATION-KLUTHE	2.00
READY MIXED CONCRETE COMPANY	CONCRETE	22,818.50
STAN HOUSTON EQUIPMENT COMPANY	PANELS, LOOPER CONES, CONCRETE CURE	1,452.50
TRISTAR RISK ENTERPRISE MANAGEMENT	TPA WORK COMP FUNDING-APR 2021	1,214.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	PIPE, COUPLERS, PAINT SUPPLIES, SELF DRILLS BITS	60.42
WILBUR ELLIS	AQUATIC WEED SPRAY	1,011.60
		\$ 257,650.64

FLEET MAINTENANCE

911 CUSTOM, LLC	WARNING LIGHTS	954.60
AA WHEEL & TRUCK SUPPLY, INC	BREAKAWAY KIT	48.00
ACTION SIGNS	UNIT 902 NUMBERS	30.00
ALLIED OIL & TIRE COMPANY	BULK OIL, ANTIFREEZE, TRANS FLUID	2,623.98
AMAZON.COM, LLC	5 LITEBOX DIRECT WIRE	230.15
AUTO VALUE PARTS - SOUTH OMAHA	OUTER TIE ROD END	56.38
BAUER BUILT	O-RINGS, SUPPLIES, FLAT REPAIR, TIRES	1,321.74
BAXTER CHRYSLER DODGE JEEP	SLIM SEAL, INJECTOR, HEATER HOSES	196.83
BAXTER FORD	GASKET, HOSE, SEAL	61.24
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	281.57
BOBCAT OF OMAHA	BUSHINGS, PINS, SEALS	92.22
CAPE TRUCK ACCESSORIES	ROOF RACK	679.00
CORNHUSKER INTERNATIONAL TRUCKS	CABLES, HOSES, SENSORS, KINGPIN	96.34
DANKO EMERGENCY EQUIPMENT	INTAKE PISTON VALVE	1,931.09
DULTMEIER SALES LLC	BUSHINGS, ADAPTORS, STRAINERS	127.62
FACTORY MOTOR PARTS CO	HUB WHEEL, TRANS FLUID, CORE	475.98
FARM PLAN	FILTERS, STARTER COVER, SWIVEL, CLAMPS, CHAIN SAW	1,783.16
GRAINGER	STORAGE BINS	210.88
INTERSTATE BATTERIES	BATTERIES	1,710.61
INTERSTATE POWER SYSTEMS, INC	VIBRATION DAMPER, FILTERS	1,171.07
J & J SMALL ENGINE SERVICE	SPINDLE, HOUSING CUTTER, GUARD	369.73
JIM HAWK TRUCK TRAILERS	DRYER CARTRIDGES, PIGGYBACK KIT, CARTRIDGE	120.98
KRIHA FLUID POWER CO	FITTINGS, SPRING GUARDS	1,318.57
LIONS AUTOMOTIVE, I NC	REPAIR CUSHION	200.00
MATHESON TRI-GAS INC	WELDING GLOVES, SUPPLIES	95.92
MENARDS	RECIP BLADES, TOTE, SWITCH, CONNECTORS, PLUGS	253.28

MINUTE RECORD

CLAIMS FOR JUNE 1, 2021

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FLEET MAINTENANCE (cont'd)

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/04/09-2021/05/06	120.40
MIDLANDS AUTO REPAIR	ALIGNMENT	70.00
NAPA AUTO PARTS	CLAMPS, BLOWER MOTOR, FILTERS, OOZY JUICE, WIPERS, BEARINGS,	1,977.21
NEBRASKA IOWA INDUSTRIAL FASTENERS	NUTS, HEAT SHRINK, SEALS, TERMINALS, CABLE TIES, DRILL BITS, PARTS FOR PLOWS	986.04
NMC EXCHANGE LLC	PLUGS, TERMINALS, CLAMPS, CONNECTORS, BOLTS	1,177.70
O'REILLY AUTOMOTIVE PARTS	UBOLT SPRINGS	59.98
P&M HARDWARE	PARTS	50.00
POWERPLAN	SOLENOID HYD, FILTERS	1,078.79
SEAGRAVES FIRE APPARATUS, LLC	COMPOUND GAUGE	1,615.74
SUPERIOR SIGNALS	AMBER LENS	19.50
TERMINAL SUPPLY CO	TERMINALS & CONNECTORS	82.82
TOOL SHED	SLEDGE HAMMER	102.55
TOYNE, INC	CHROME DOOR HANDLE	374.25
TURFWERKS	INSTALL TOOL, TIRES	234.59
UPS STORE	FREIGHT FOR FIRE FLEET	62.62
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WELDON PARTS INC	ADHESIVE	28.95
		\$ 24,559.48

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLE	346.59
PAPILLION SANITATION	TRASH HAULING FEES-APR 2021	303,215.03
		\$ 303,561.62

PLANNING

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	35.03
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/04/07-2021/05/05	8.42
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/09-2021/05/10	146.29
		\$ 189.74

PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	46.71
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/04/07-2021/05/05	11.25
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/09-2021/05/10	195.05
		\$ 253.01

POLICE

ACTION SIGNS	INSTALL GRAPHICS ON CRUISER	249.00
AMAZON.COM, LLC	SPRAY PAINT, OFFICE SUPPLIES, CAMERAS, COMPUTER SUPPLIES	2,082.26
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	829.38
CLYDE ARMORY	RIFLE ACCESSORIES FOR NEW DEPT RIFLES	8,306.00
CODY ALBRECHT	REIMB PER DIEM FOR TRAINING	127.50
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING	534.46

MINUTE RECORD

CLAIMS FOR JUNE 1, 2021

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POLICE (cont'd)

COMPUTER CABLE CONNECTION	MATERIALS AND LABOR	1,954.68
CONNER PSYCHOLOGICAL SERVICES PC	PRE-EMPLOYMENT PSYCH EVALUATION	385.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	321.74
CRYE PRECISION, LLC	SWAT VESTS WITH BALLISTIC INSERTS	3,230.00
CULLIGAN OF OMAHA	BOTTLED WATER	312.80
DON'S PIONEER UNIFORMS	PATCHES, NAME TAGS, COATS, CLIP ON TIES	1,646.92
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	50.00
GALLO PROFESSIONAL POLYGRAPH SVCS	POLYGRAPH SERVICE	1,050.00
GREAT PLAINS UNIFORMS	BALLISTIC VESTS	1,534.12
JACKS UNIFORMS & EQUIPMENT	RIFLE PLATE ARMOR FOR SWAT	3,521.52
JACKSON SERVICES, INC	DOOR MAT SERVICE-POLICE	231.92
JO DON'S	OFFICER OF THE QUARTER PLAQUE	60.00
LANGUAGE TESTING INTERNATIONAL, INC	LANGUAGE TESTING	63.00
LP POLICE	POLICE LOCATE PLAN-APR 2021	129.95
METRO LEASING	LEASE 8734-2018 POLICE EXPLORERS- 2021/05/10-PAID OFF	22,046.66
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/04/07-2021/05/05	199.36
MPH INDUSTRIES	RADAR UNITS FOR CRUISERS	3,450.00
NORTHLAND BUSINESS SYSTEMS, INC	RENEW LICENSE-WINSCRIBE	2,634.98
NORTHLAND BUSINESS SYSTEMS, INC	RENEW MAINTENANCE-RECORDERS	2,083.73
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/04/09-2021/05/10	3,463.71
PETTY CASH - FINANCE	VEHICLE REGISTRATION, FLASH DRIVES, KEYS	143.87
RAY ALLEN MANUFACTURING CO	G2 REMOTE FOR K9	504.98
SECRETARY OF STATE	NOTARY BOND-GREINER	30.00
SHAUN MANNING	REIMB FOR ENVATO ELEMENTS SERVICE	429.00
SPRINT	MONTHLY SERVICE-2021/04/06-2021/05/05	125.22
STREICHER'S INC	BALLISTIC HELMETS FOR SWAT	4,276.15
TRAVELERS	LIABILITY CLAIM FJB1914	566.00
TRISTAR RISK ENTERPRISE MANAGEMENT	TPA WORK COMP FUNDING-APR 2021	5,939.14
VERIZON WIRELESS	MONTHLY CHARGE	1,014.64
VERIZON WIRELESS-VSAT	SUBPEONA FOR INVESTIGATIONS	50.00
		\$ 73,577.69

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	120.77
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/03/31-2021/04/29	495.54
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	3,445.53
CECILIA ARNDT	REIMB FOR SERVICE	125.00
DPS, LLC	FIRE TRAINING PAVEMENT	7,071.56
ED M FELD EQUIPMENT CO	SCBA MAINTENANCE, CYLINDER HANGER, REPAIR HOSE	118.52
GREAT PLAINS UNIFORMS	UNIFORMS	481.50
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	114.07
MENARDS	CLEANING SUPPLIES, PAINT, PADLOCKS, TOOLS	314.29
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/04/08-2021/05/06	2,606.40
PETTY CASH - FINANCE	FIRE TRUCK REGISTRATION-KLUTHE	16.00
SHRED-IT USA	SHREDDING SERVICE	144.00
TED'S MOWER SALES & SERVICE	BLADE SHARPENING	27.50
THIELE GEOTECH	MATERIAL TESTING-TRAINING SITE	306.00
ZIRMED, INC	CLAIMS FEE, CODING TOOLS	460.95
ZOLL DATA SYSTEMS INC	MONTHLY BILLING-JUNE 2021	1,105.00
		\$ 16,952.63

MINUTE RECORD

CLAIMS FOR JUNE 1, 2021

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NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE 2021/05/01-2021/05/31	977.15
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING-MAY 2021	1,815.00
METRO AREA TRANSIT	MAT 2021-3 2285 MILES (ACTUAL FOR MARCH)	5,231.00
NE-DEPARTMENT OF REVENUE	2021/04 SALES TAX	89.95
QUADIENT FINANCE USA, INC	POSTAGE REFILL-8000 6557	2,500.00
		<u>\$ 10,613.10</u>

INFORMATION TECHNOLOGY/COMMUNICATIONS

CORE TECHNOLOGIES, INC	PROGRESS BILLING FOR NEW PHONE SYSTEM	3,500.00
DELL MARKETING L.P.	LATITUDE COMPUTER, MEMORY UPGRADE	1,743.00
FIRST WIRELESS, INC	SUBCONTRACTOR FOR REPAIR	560.00
ONE CALL CONCEPTS	LOCATES FOR IT	9.61
		<u>\$ 5,812.61</u>

WASTEWATER

BERT GURNEY AND ASSOCIATES	MECHANICAL SEAL HYD, GASKETS	591.58
CENTURY LINK	MONTHLY SERVICE 2021/05/04-2021/06/03	58.23
COX BUSINESS SERVICES	MONTHLY SERVICE FROM 2021/05/04-2021/06/03	220.00
ELLIOTT EQUIPMENT CO	SEWER JET PARTS	176.97
MENARDS	COFFEE MAKER, FILTERS	131.99
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/04/08-2021/05/06	333.57
READY MIXED CONCRETE COMPANY	CONCRETE	205.59
TRISTAR RISK ENTERPRISE MANAGEMENT	TPA WORK COMP FUNDING-APR 2021	382.00
		<u>\$ 2,099.93</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT EXPENSES-MAY 2021	1,001.09
		<u>\$ 1,001.09</u>

FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE 2021/03/22-2021/04/21	360.90
		<u>\$ 360.90</u>

G.O. BONDS

BOK FINANCIAL	PAYING AGENT FEE-SID 280 & 289	1,750.00
		<u>\$ 1,750.00</u>

TOTAL CLAIMS FOR JUNE 2, 2021 \$ 800,832.59

TOTAL PAYROLL FOR MAY 14, 2021 \$ 1,071,753.77

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
6/1/2021

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:

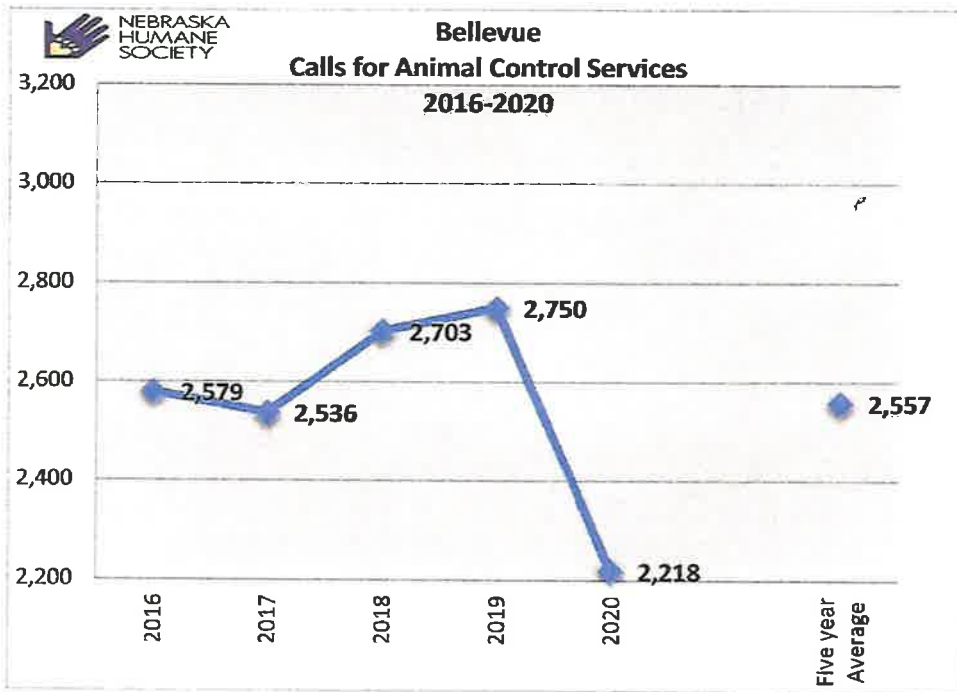
- Call activities
- Citations issued
- Dog and cat bite data
- Dog and cat bite level descriptions

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

Sincerely,

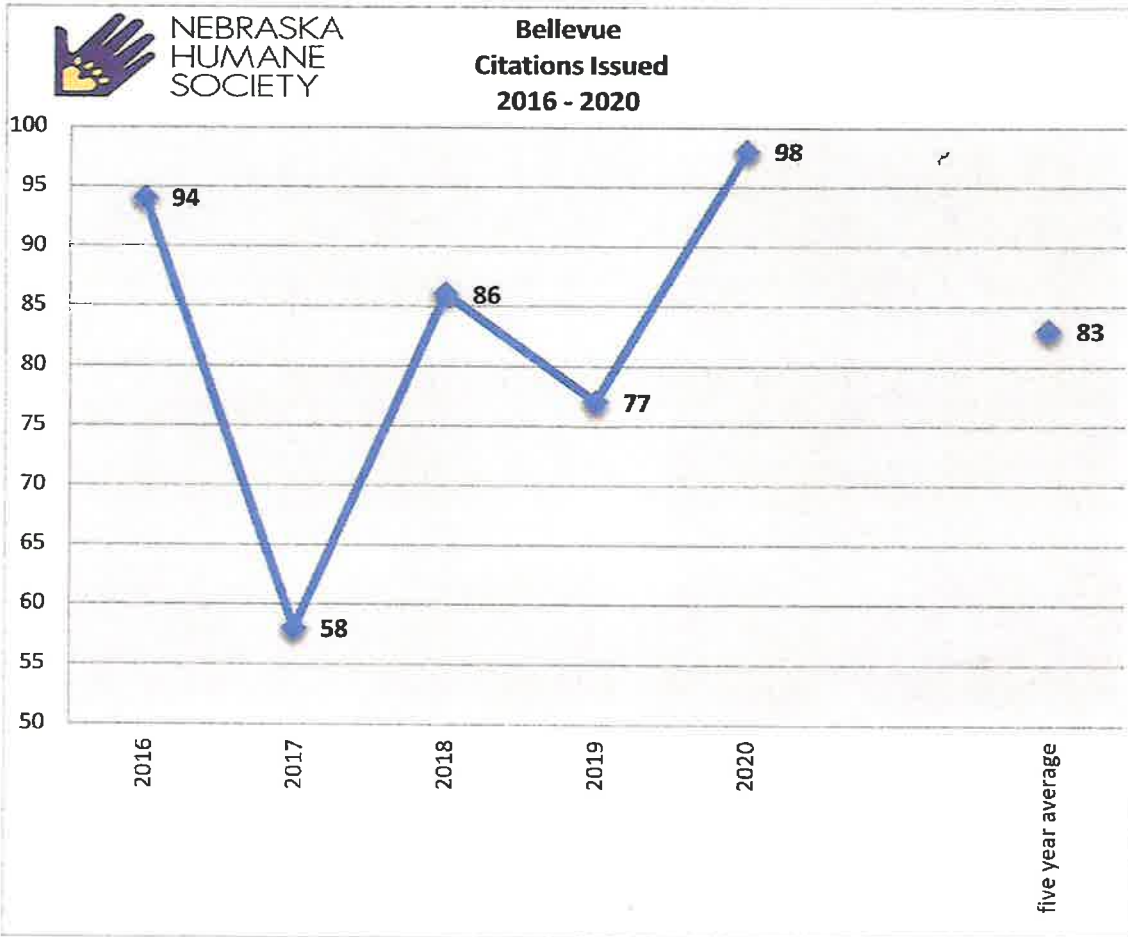
A handwritten signature in black ink, appearing to read "Steven Glandt".

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

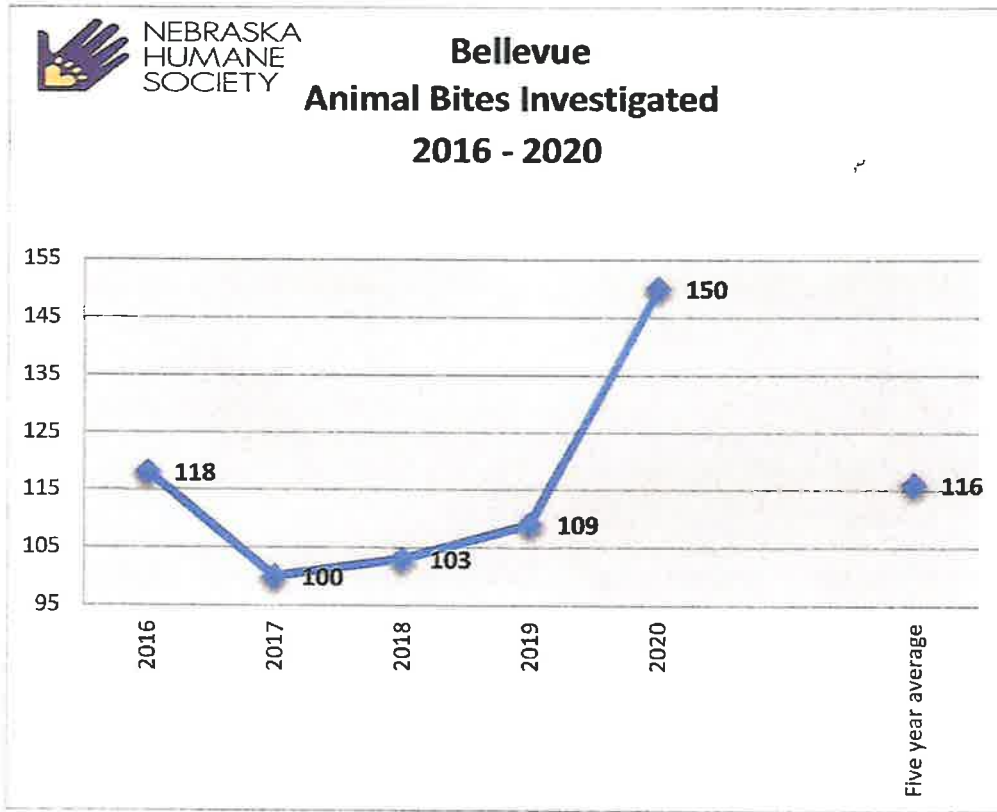
Enforcement Activities



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
Total Violations	148

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.

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/>

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

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

GRANT/MATCHING FUNDS YES NO

IF NO, EXPLAIN:

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:	_____
Finance	Street District # and Name:	_____
	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 and initials]

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

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

Section 2a.	<u>Unclassified</u>	<u>Range (monthly)</u>
	Accountant	\$ 3,748 - \$ 5,408
	Accounting & Reporting Manager	\$ 5,000 - \$ 7,065
	Ambulance Billing Account Manager	\$ 4,916 - \$ 6,492 \$ 4,980 - \$ 6,684
	Assistant City Attorney	\$ 6,848 - \$ 10,119
	Assistant Police Chief	\$ 7,823 - \$ 9,916
	City Attorney	\$ 8,204 - \$ 10,913 \$ 8,750 - \$ 11,364
	Community Development Director	By Contract
	Acctg, Reporting & Compliance and Control Manager	\$ 5,288 - \$ 7,445 <u>\$ 6,458 - \$ 9,032</u>
	Deputy Director Parks & Rec	\$ 6,235 - \$ 8,297 \$ 5,935 - \$ 8,642
	Finance Director	\$ 7,004 - \$ 10,338 \$ 7,942 - \$ 11,248
	Fire Chief	\$ 8,227 - \$ 10,608 \$ 8,304 - \$ 11,534
	Human Resources Coordinator	\$ 4,554 - \$ 6,066 \$ 4,241 - \$ 6,488
	Human Resources Director	\$ 6,363 - \$ 8,515 \$ 7,108 - \$ 10,662
	Human Services Manager	\$ 4,489 - \$ 6,053
	Manager of Engineering Services	\$ 6,480 - \$ 8,675 \$ 7,353 - \$ 10,057
	Library Director	\$ 6,412 - \$ 8,177 \$ 7,190 - \$ 9,887
	Paralegal	\$ 4,239 - \$ 5,678
	Planning Manager	\$ 5,288 - \$ 7,219 \$ 6,315 - \$ 8,693
	Police Chief	\$ 7,906 - \$ 10,734 \$ 8,708 - \$ 12,012
	Public Works Director	\$ 7,807 - \$ 10,465 \$ 8,538 - \$ 11,813
	Public Works Engineer II	\$ 5,645 - \$ 7,438 \$ 6,238 - \$ 8,791
	Risk Manager	\$ 4,719 - \$ 6,533 \$ 5,562 - \$ 7,498

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 18.77 - \$ 27.12 \$ 22.09 - \$ 30.38
	Executive Secretary	\$ 21.44 - \$ 29.23 \$ 23.24 - \$ 31.66
	Emergency Medical Services Supervisor	\$ 33.98 - \$ 46.82 \$ 40.16 - \$ 51.56
	Sr. HRIS/Payroll Specialist	\$ 23.90 - \$ 32.97

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	\$ 7,214 - \$ 8,926 <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>
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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/01/2021		SUBMITTED BY: Councilman Stinson	
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:

Amending Article 1, Chapter 20, of the Bellevue Municipal Code by adding a new Section 20-14 regarding use of certain medians being prohibited.

SYNOPSIS/BACKGROUND:

An addition to the code that would help protect the health, safety, and welfare of pedestrians and drivers on medians that is not designed or suitable for pedestrian use and post signage on such medians.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Ordinance No. 4039 amending Article 1, Chapter 20, of the Bellevue Municipal Code by adding a new Section 20-14 regarding the use of certain medians being prohibited.

ATTACHMENTS:

1. <input type="text" value="Ordinance No. 4039"/>	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:

Ann Mathen
Mary Horton
John [Signature]

ORDINANCE NO. 4039

AN ORDINANCE TO AMEND ARTICLE I, CHAPTER 20, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTIONS 20-14 REGARDING THE USE OF CERTAIN MEDIANS BEING PROHIBITED 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 20-14 of Chapter 20, Article I of the Bellevue Municipal Code is hereby added to read as follows:

Section §20-14 USE OF CERTAIN MEDIANS PROHIBITED

In order to preserve and protect the health, safety, and welfare of all pedestrians, motor vehicle drivers, motor vehicle passengers, and other individuals who utilize the public rights-of-way within the city, it shall be unlawful for any person to access, use, occupy, congregate, or assemble on or about any median that is not designed or suitable for pedestrian use that has been posted with a sign pursuant to this section prohibiting such access, use, or occupancy. The public works director with the approval of the City Administrator may prohibit pedestrian access to or use or occupancy of any median that is not designated or suitable for pedestrian use and shall erect and post signage on such median prohibiting access to or use or occupancy upon such median prior to said act being declared unlawful.

(A) For purposes of this section:

- (1) "Median that is not designated or suitable for pedestrian use" shall mean any median within 200 feet of an intersection that is located on any higher speed or higher volume roadway, or any median within 200 feet of any intersection with a higher speed or higher volume roadway, within the city that is six (6) feet or less in width or that does not possess a flat cross-slope area regardless of width.
- (2) "Median" shall mean the area between two roadways of a divided street or highway measured from the edge of the travelled way to the edge of the traveled way including areas between traffic lanes for control and channelization of vehicular movements. Such an area may be physically defined by curbing, landscaping, or other physical obstacles to the area's use by motor vehicles.
- (3) "Flat" shall mean having a maximum difference in cross-sloe of eight and three-tenths percent or less throughout.
- (4) "Higher speed roadway" shall mean a roadway with a posted speed limit of 30 miles per hour or greater.
- (5) "Higher volume roadway" shall mean a roadway classified as a freeway, expressway, arterial, or collector on the Federal Functional Classifications Map as established by the Metropolitan Area Planning Agency (MAPA).

(B) It is an affirmative defense to a violation of this section that a person:

- (1) Was authorized by the city, state, or other political subdivision to access the median for maintenance, repair, or other municipal purposes.
- (2) Obtained a permit or license from the city, state, or other political subdivision to access the median to install, repair, maintain, or remove any utility, communication, cable, or other type of infrastructure.
- (3) Was a local, state, or federal law enforcement officer or first responder engaged in the performance of an official duty.
- (4) Was crossing the roadway within a marked or unmarked crosswalk and utilized the median as a temporary place of refuge for the exclusive purpose of avoiding moving vehicular traffic upon the roadway.

Section 2. This Ordinance shall take effect and be in full force after passage of the same.

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

DRAFT

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a. and 14a1.
5/25/2021

COUNCIL MEETING DATE: 06/01/2021		SUBMITTED BY: Susan Kluthe, City Clerk		Jim Ristow, City Administrator
AGENDA ITEM:	CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Application from Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Friday, August 13, 2021 from 4:00 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and on Saturday, August 14, 2021 from 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021 at American Heroes Park.

SYNOPSIS/BACKGROUND:

The "Bellevue Rocks Riverfront Festival" is an event held by the Bellevue Community Foundation which will be held at American Heroes Park. The event will be held on Friday, August 13, 2021 from 4:00 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and on Saturday, August 14, 2021 from 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021.

FISCAL IMPACT: \$50 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 application from Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Friday, August 13, 2021 from 4:00 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and on Saturday, August 14, 2021 from 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021 at American Heroes Park.

ATTACHMENTS:



- Application for Event License
- Comments from PD, Streets, & Parks
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



CITY OF BELLEVUE

APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Date: 5-19-2021

APPLICANT NAME: Bellevue Community Foundation ADDRESS: 1500 Wall Street

PHONE #: 402-293-3023 EMAIL ADDRESS: lisa.rybar@bellevue.net

CORPORATION (Name/Address): _____

CORPORATION OFFICERS: Phil Davidson, Lisa Rybar, Mary Hansen, George Rybar, MATT Goetz

PROPOSED ACTIVITY: Community Festival

DAY/DATE OF PROPOSED ACTIVITY: August 13th & August 14th

LOCATION OF PROPOSED ACTIVITY: American Heroes Park

HOURS OF OPERATION: 4 PM to 1:00 AM

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

- 1. Sanitary Facilities: Porta Potties
- 2. Running Water: Portable tanks
- 3. Power: Rented Generators
- 4. Parking: On-site, Haworth, Olde Towne with Transportation
- 5. Insurance: Yes

(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event. I understand the \$50.00 event fee is a NON-REFUNDABLE APPLICATION FEE.

Signature of Applicant: [Handwritten Signature]

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on May 26, 2021
City Council hearing date: 6-1-2021



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

- Police Department
 - Captain Stukenholtz
 - Sgt. Larry Lampman

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Doug Clark

FROM: Susan Kluthe

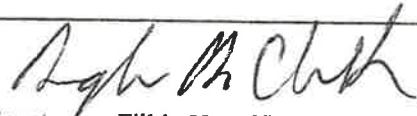
DATE: May 20, 2020

SUBJECT: Request for an Event License Application for Bellevue Community Foundation – Bellevue Rocks Riverfront Festival on Friday, August 13, 2021 from 4:00 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and Saturday, August 14, 2021 from 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021 at American Heroes Park

Please make comments on the above request and return to Susan Kluthe, by **Tuesday, May 25, 2021**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk’s Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments


Signature or Fill in Your Name

05/20/21
Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

- Police Department
 - Captain Stukenholtz
 - Sgt. Larry Lampman

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Doug Clark

FROM: Susan Kluthe

DATE: May 20, 2020

SUBJECT: Request for an Event License Application for Bellevue Community Foundation – Bellevue Rocks Riverfront Festival on Friday, August 13, 2021 from 4:00 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and Saturday, August 14, 2021 from 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021 at American Heroes Park

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Comments

No Comments

NO CONCERNS WITH THE PROPOSED EVENT
NO KNOWN CONFLICTS PERTAINING TO UPCOMING DEPT ACTIVITIES / SCHEDULE

Signature or Fill in Your Name

5/20/21

Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

- Police Department
- Captain Stukenholtz
- Sgt. Larry Lampman

- Parks Department
- Jim Shada
- Mark Blackburn

- Streets Department
- Bobby Riggs

- Public Works Department
- Doug Clark

FROM: Susan Kluthe

DATE: May 20, 2020

SUBJECT: Request for an Event License Application for Bellevue Community Foundation – Bellevue Rocks Riverfront Festival on Friday, August 13, 2021 from 4:00 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and Saturday, August 14, 2021 from 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021 at American Heroes Park

Please make comments on the above request and return to Susan Kluthe, by, **Tuesday, May 25, 2021**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk’s Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

[Empty box for comments]

Asst Chief *[Signature]*
Signature or Fill in Your Name

5-21-21
Date

Notice of Public Hearing
Bellevue Rocks Riverfront Festival

Pursuant to Sec. 5-36 through 5-40 of the Bellevue City Code, on Tuesday, June 1, 2021, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the request of the Bellevue Community Foundation to hold the Bellevue Rocks Riverfront Festival Event on Friday, August 13, 2021 from 4:00 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and Saturday, August 14, 2021 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021 at American Heroes Park, Bellevue.

The meeting is open to the public and the public is encouraged to attend. Requests for special accommodations must be placed with the City Clerk at least forty-eight hours prior to the meeting.

Susan Kluthe
City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

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:

Recommend approval of a Special Designated Liquor License for Bellevue Community Foundation

SYNOPSIS/BACKGROUND:

The Bellevue Community Foundation would like to be able to sell beer and distilled spirits for Bellevue Rocks Riverfront Festival on August 13, 2021 from 4 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and on Saturday, August 14, 2021 from 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021, at American Heroes Park, 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 the Bellevue Community Foundation to sell beer and distilled spirits for the Bellevue Rocks Riverfront Festival on August 13, 2021 from 4 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and on Saturday, August 14, 2021 from 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021, at American Heroes Park, Bellevue.

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:

Amy Mather
Marcy Hudson
Sam A. King

**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

Bellevue Community Foundation

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

1500 Wall Street, Bellevue, NE 68005

Retail Liquor License Address or Non-Profit Business Address

51-0191738

Retail License Number or Non-Profit Federal ID #

<u>Consecutive Dates only</u>	8/13/21	8/14/21				
Event Date(s):						
Event Start Time(s):	4:00 PM	4:00 PM				
Event End Time(s):	1:00 AM	1:00 AM				

Alternate Date: None

Alternate Location Building & Address: None

Event Building Name: American Hero Park

Event Street Address/City: 2500 Payne Dr, Bellevue, NE

Indoor area to be licensed in length & width: X

Outdoor area to be licensed in length & width: 400' X 500' (Diagram Form #109 must be attached)

Type of Event: Community Festival Estimate # of attendees: 30,000

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: Jim Ristow Event Contact Phone Number: 402-650-2537

Event Contact Email: Jim.Ristow@Bellevue.net

*Signature Authorized Representative:  Printed Name Phil Davidson

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 _____ **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

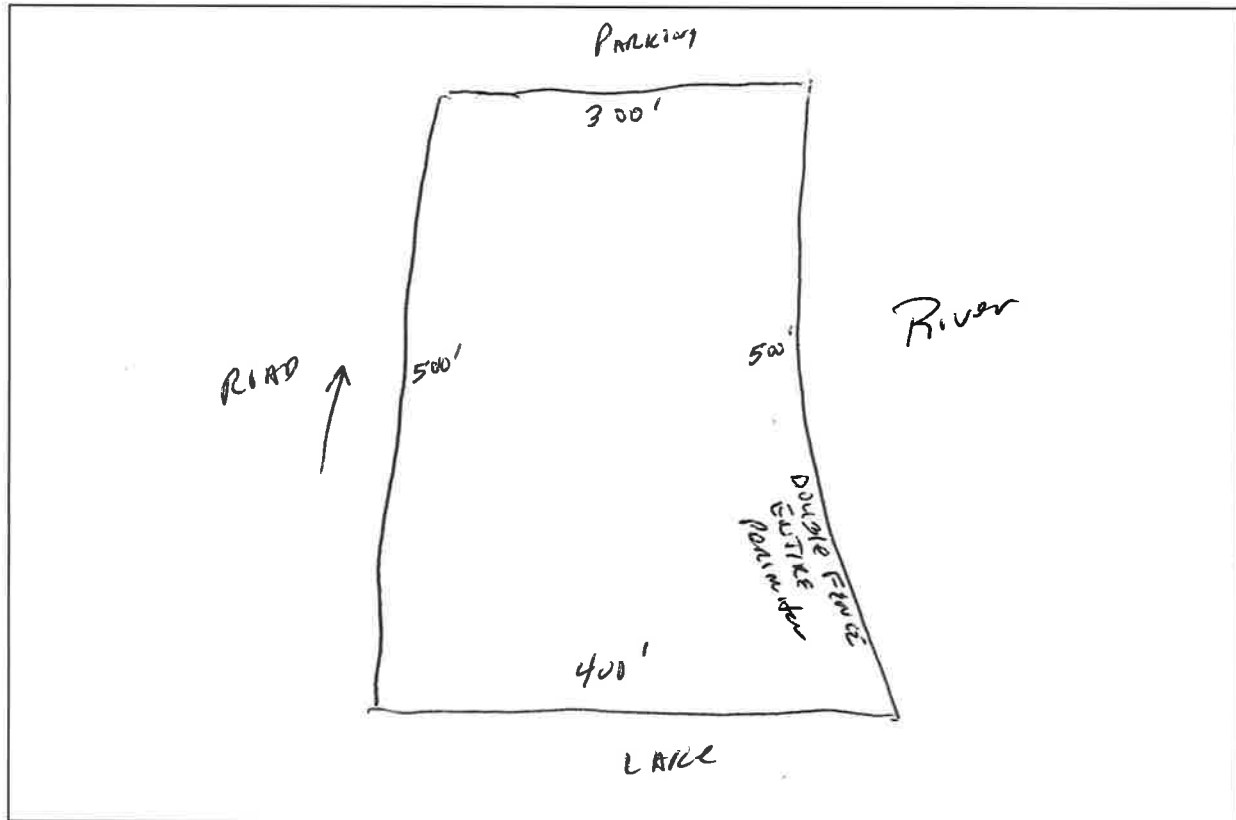
Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Bellevue Police Department

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



**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/
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.

Bellevue Community Foundation

NAME OF CORPORATION

51-0191738

FEDERAL ID NUMBER

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 28th DAY OF May, 2021



NOTARY PUBLIC SIGNATURE & SEAL

SPECIAL DESIGNATED LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 06/01/2021 Due to City Clerk: ASAP

APPLICANT: Bellevue Community Foundation

LOCATION/ADDRESS: American Heroes Park, Bellevue

REQUESTED ACTION: Approval to recommend approving a Special Designated Liquor License for the Bellevue Community Foundation to sell beer and distilled spirits at the Bellevue Rocks Riverfront Festival on Friday, August 13, 2021 from 4:00 p.m. to 1:00 a.m. on Saturday, August 14, 2021 and on Saturday, August 14, 2021 from 4:00 p.m. to 1:00 a.m. on Sunday, August 15, 2021 at American Heroes Park.

COMMENTS:

Approved 5-28-21
Asst Chief J.A. [Signature]

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

**14b.
5/25/2021**

COUNCIL MEETING DATE: 06/01/2021		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 20, 2021 from 11:00 a.m. to 3:00 p.m. at the Senior Center and on Saturday, August 21, 2021, from 6:00 a.m. to 4:00 p.m., on Mission Avenue and Washington Park

SYNOPSIS/BACKGROUND:

The "Arrows to Aerospace Celebration" is an annual event held by the Kiwanis Club which includes a parade and various other activities at the Senior Center, Mission Avenue and Washington Park. The event will be held on Friday, August 20, 2021 from 11:00 a.m. to 3:00 p.m. at the Senior Center and on Saturday, August 21, 2021, from 6:00 a.m. to 4:00 p.m.

FISCAL IMPACT: \$50 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 application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 20, 2021 from 11:00 a.m. to 3:00 p.m. at the Senior Center and on Saturday, August 21, 2021, from 6:00 a.m. to 4:00 p.m., on Mission Avenue and Washington Park.

ATTACHMENTS:

- | | | |
|----------------------------------|-----------------------------|---------------------------------------|
| 1. Application for Event License | 2. Certificate of Insurance | 3. Comments from PD, Streets, & Parks |
| 4. _____ | 5. _____ | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

(Handwritten signatures in blue ink)



CITY OF BELLEVUE APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Date: 5/11/2021

APPLICANT NAME: Kiwanis Club of Bellevue-Offutt ADDRESS: PO Box 715, Bellevue 68005

PHONE #: 402-990-1295 EMAIL ADDRESS: gjmier@cox.net

CORPORATION (Name/Address): Kiwanis Club of Bellevue-Offutt
PO Box 715, Bellevue, NE 68005

CORPORATION OFFICERS: Richard Kirmis, President
Karen Mier, Treasurer; Guadalupe Mier, Sec.

PROPOSED ACTIVITY: Arrows to Aerospace celebration

DAY/DATE OF PROPOSED ACTIVITY: 8/20/2021 to 8/21/2021

LOCATION OF PROPOSED ACTIVITY: Senior Center (Fr.); Mission Ave. and Washington Park (Sat.)

HOURS OF OPERATION: 8/20, 11am-3pm; 8/21, 6am to 4pm

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

1. Sanitary Facilities: We order Porta-potties for Washington Park and along the parade route
2. Running Water: _____
3. Power: _____
4. Parking: Police department contacts residents along the parade line-up streets
5. Insurance: Covered by Kiwanis International

(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event. I understand the \$50.00 event fee is a **NON-REFUNDABLE APPLICATION FEE.**

Signature of Applicant: Karen E Mier, Treasurer

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on May 19, 2021.
City Council hearing date: June 1, 2021

License Fee of \$50 paid on: 5/13/2021 Receipt #: 183541

Police Department Requests: We've talked to the Police Department regarding the closing of streets for the parade and any preparations needed in Washington Park.

Parks Department Requests: We've contacted the Parks Department to indicate that we'd like to reserve Washington Park for the day and ask that no weddings be scheduled in the church across the street for that day.

Street Department Requests: Any street closures are coordinated with the Police Department.



**CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM**

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

Police Department
 Captain Stukenholtz
 Sgt. Larry Lampman

Parks Department
 Jim Shada
 Mark Blackburn

Streets Department
 Bobby Riggs

Public Works Department
 Doug Clark

FROM: Susan Kluthe

DATE: May 13, 2020

SUBJECT: Request for an Event License Application for Kiwanis Club of Bellevue-Offutt, to host the Arrows to Aerospace Celebration on Friday, August 20, 2021 from 11 a.m. to 3 p.m. at the Senior Center and on Saturday, August 21, 2021 from 6 a.m. to 4 p.m.

Please make comments on the above request and return to Susan Kluthe, by, **Tuesday, May 25, 2021**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Asst. Chief of Police DG Stukenholtz

5-13-21

Signature or Fill in Your Name

Date

Susan Kluthe

From: Karen Chandler
Sent: Wednesday, May 19, 2021 7:55 AM
To: Susan Kluthe
Subject: FW: Event Review Form
Attachments: Event Review Form.docx; Arrows to Aerospace Application.pdf

Everything looks good. We will have everything cut, cleaned up and ready to go.

Thank you and have a good day.

Karen Chandler, Secretary
City of Bellevue, Parks, Building Maintenance, Cemetery
8201 S. 42nd St.
Bellevue, NE 68147
(402) 293-3122 – Parks, Building Maintenance
(402) 293-3125 – Cemetery
(402) 293-3089 - Fax
karen.chandler@bellevue.net

From: Jim Shada <Jim.Shada@bellevue.net>
Sent: Tuesday, May 18, 2021 7:16 PM
To: Karen Chandler <Karen.Chandler@bellevue.net>
Subject: Fw: Event Review Form

Karen,

Please visit with me on this!!

Thanks,

Jim

From: Susan Kluthe
Sent: Thursday, May 13, 2021 12:00 PM
To: Larry Lampman; Dave Stukenholtz; Jim Shada; Bobby Riggs; Doug Clark
Subject: Event Review Form

Please review application and fill out response on review form and return to me.

Thank you!

Susan Kluthe

From: Bobby Riggs
Sent: Thursday, May 13, 2021 2:12 PM
To: Susan Kluthe
Subject: RE: Event Review Form

No concerns, comments with the event as proposed.

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

From: Susan Kluthe
Sent: Thursday, May 13, 2021 12:00 PM
To: Larry Lampman; Dave Stukenholtz; Jim Shada; Bobby Riggs; Doug Clark
Subject: Event Review Form

Please review application and fill out response on review form and return to me.

Thank you!

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



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

- Police Department
Captain Stukenholtz
Sgt. Larry Lampman

- Parks Department
Jim Shada
Mark Blackburn

- Streets Department
Bobby Riggs

- Public Works Department
Doug Clark

FROM: Susan Kluthe

DATE: May 13, 2020

SUBJECT: Request for an Event License Application for Kiwanis Club of Bellevue-Offutt, to host the Arrows to Aerospace Celebration on Friday, August 20, 2021 from 11 a.m. to 3 p.m. at the Senior Center and on Saturday, August 21, 2021 from 6 a.m. to 4 p.m.

Please make comments on the above request and return to Susan Kluthe, by, Tuesday, May 25, 2021. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

- Comments
No Comments

The Public Works Dept. has no issue with the time, location or function being requested.

Douglas R Clark
Signature or Fill in Your Name

05/13/2021
Date

Notice of Public Hearing
Arrows to Aerospace

Pursuant to Sec. 5-36 through 5-40 of the Bellevue City Code, on Tuesday, June 1, 2021, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the request of the Kiwanis to hold their annual Arrows to Aerospace Event on Friday, August 20, 2021 from 11:00 a.m. to 3:00 p.m. at the Senior Center and on Saturday, August 21, 2021 6:00 a.m. to 4:00 p.m. at Washington Park and along Mission Avenue, Bellevue.

The meeting is open to the public and the public is encouraged to attend. Requests for special accommodations must be placed with the City Clerk at least forty-eight hours prior to the meeting.

Susan Kluthe
City Clerk

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

**15a.
5/25/2021**

COUNCIL MEETING DATE: 05/24/2021		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Designating the Clerk or his/her designee as agent to approve or deny special designated liquor license (SDL)

SYNOPSIS/BACKGROUND:

Per Nebraska Revised Statute 53-124.11 the approval or denial of SDL's is allowed by governing bodies who then can designate an agent (City Clerk or his/her designee) to make the determination of approval or denial per outlined criteria and state statute.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Resolution No. 2021-15: A Resolution to designate the City Clerk or his/her designee as the agent to determine whether a Special Designated Liquor License (SDL) is approved or denied based on established criteria as outlined and state statute, as may be amended.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Bellins



RESOLUTION NO. 2021-15

WHEREAS, Nebraska Revised Statute §53-124.11 allows local governing bodies to approve or deny special designated licenses for the consumption or sale of alcoholic liquor at a designated location or event;

WHEREAS, state law provides the local governing body the ability to establish criteria for approving or denying a special designated liquor license and provides for the designation of an agent to determine whether a special designated license shall be approved or denied; and

WHEREAS, the determination of such agent shall be considered the determination of the local governing body, unless otherwise provided for by the local governing body; and

WHEREAS, it is recommended that the City Clerk or his/her designee shall be designated as the agent on behalf of the City of Bellevue to approve or deny special designated liquor license applications in accordance with established criteria; and

WHEREAS, it is further recommended that the guidelines as outlined in **Exhibit “A”** attached hereto and incorporated herein by reference, be adopted as the basis for approving or denying such special designated liquor license applications; and

WHEREAS, special designated liquor licenses determined to be denied in accordance with such guidelines may be heard before the Bellevue City Council if the applicant chooses to do so.

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

1. The City Clerk, or his/her designee, is hereby designated as the agent of the City of Bellevue to determine whether a special designated liquor license is to be approved or denied in accordance with established criteria as outlined in **Exhibit “A”** and state statute as may be amended;
2. The criteria for approving or denying a special designated liquor license attached hereto as **Exhibit “A”** is hereby approved and adopted.

ADOPTED AND APPROVED this _____ day of June, 2021.

Mayor

ATTEST:

City Clerk

Exhibit A

Resolution 2021-15

GUIDELINES FOR SPECIAL DESIGNATED LIQUOR LICENSES

The following guidelines will be applied by the City Clerk or his/her designee, in reviewing applications for special designated liquor licenses for the consumption and sale of alcoholic liquors.

An application for a special designated liquor license will be **approved** by the City Clerk only when:

1. A favorable police report has been issued relating to the type and level fencing or enclosure for the event and a completed and approved background check. A statement from the police in the report that there is not an anticipated traffic congestion issue or hazards or any other known violations of the Bellevue City Code.
2. Adequate restroom facilities are available or will be provided.
3. The application otherwise complies with the requirements of Nebraska Revised Statute §53-134, as may be amended.
4. The application for the special designated liquor license is submitted for review at least twenty-one (21) days prior to the event date, otherwise no guarantee will be made that the liquor license will be received in time.

An application for a special designated liquor license will be **denied** by the City Clerk when:

1. The application is made by a licensee to authorize the consumption of alcoholic liquors on other property owned or leased by the licensee, which property is not adjacent to the licensee's existing licensed premises.
2. The application is made by a corporation, association, or organization whose membership consists of individuals the majority of whom are under the legal drinking age where the use of such special designated liquor license is for a social event for such consumption, association, or organization.
3. The area included within a special designated permit is outside of any fully enclosed structure, except when the application is made in conjunction with a festival or other similar community sponsored or supported event.

4. The application requests authorization to sell or consume alcoholic liquor beyond the hours for sale at retail and dispensing authorized in the Bellevue City Code.
5. The application was not supported by a favorable police report.

These guidelines shall be applied to all applications for special designated liquor licenses for the consumption and sale of alcoholic liquors. Any applicant denied a special designated liquor license based upon the above guidelines may request, in writing to the City Clerk or his/her designee, that such application be heard before the Bellevue City Council. Said written request must be received within ten (10) business dates after the denial of said application. Nothing herein shall preclude the City Council from deviating from the above-stated guidelines when exceptional or peculiar circumstances exist warranting such a deviation.

The City Clerk shall keep a copy of all applications, approvals, and denials. All approvals and denials of applications shall be mail via U.S. Mail to the applicant. The City Clerk may provide a courtesy copy of the denial or approval by email if an email address is provided by the application. The City Clerk shall also email a copy of approvals and denials to the City Administrator when said applications are approved or denied.

SarpyCounty

Susan Kluthe

From: Shirley Harbin
Sent: Tuesday, June 1, 2021 9:27 AM
To: Susan Kluthe
Subject: FW: [EXT] SDL's

You're welcome!

Yes, this process works well for us.

Kendra Koehler

Administrative Specialist III
Sarpy County Clerk/Register of Deeds
402-593-4155
kkoehler@sarpy.com



From: Shirley Harbin <Shirley.Harbin@bellevue.net>
Sent: Tuesday, June 1, 2021 8:56 AM
To: Kendra Koehler <kkoehler@sarpy.gov>
Subject: RE: [EXT] SDL's

Thank you so much for your quick reply!

Does this procedure work will for you?

Shirley R. Harbin
Deputy City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Wk: (402) 293-3165
Fax: (402) 293-3068

From: Kendra Koehler <kkoehler@sarpy.gov>
Sent: Tuesday, June 1, 2021 8:49 AM
To: Shirley Harbin <Shirley.Harbin@bellevue.net>
Cc: Clerk Email <clerk@sarpy.gov>
Subject: RE: [EXT] SDL's

Hi Shirley,

Susan Kluthe

From: Shirley Harbin
Sent: Tuesday, June 1, 2021 8:53 AM
To: Susan Kluthe
Subject: FW: [EXT] SDL's

Shirley R. Harbin
Deputy City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Wk: (402) 293-3165
Fax: (402) 293-3068

From: Kendra Koehler <kkoehler@sarpy.gov>
Sent: Tuesday, June 1, 2021 8:49 AM
To: Shirley Harbin <Shirley.Harbin@bellevue.net>
Cc: Clerk Email <clerk@sarpy.gov>
Subject: RE: [EXT] SDL's

Hi Shirley,

The process changed slightly after the LCC implemented their on-line registration. I will outline our current procedure below:

- The applicant submits their Form 200 Local Recommendation to our office with our \$40 processing fee
- We email the Form 200 to our representative in the Sheriff's office who then provides the Sheriff's recommendation of approval or denial
- The Sheriff's recommendation is forwarded to our designated agent which is the Administrator or Deputy Administrator who reviews the Sheriff's recommendation and then responds to our email with their recommendation
- We complete the Form 200 with the Local Governing Body's information and email the form to the applicant for them to submit with their application to LCC
- The Form 200 and recommendation is filed as pending until the license is received from LCC
- Once the license is received from LCC, we email the license to the applicant for their records and display and the license is added to our file and removed from pending status

Hope that makes sense, let me know if you have any questions.

Thanks!

Kendra Koehler

Grand Island

Susan Kluthe

From: RaNae Edwards <RaNaeE@grand-island.com>
Sent: Tuesday, June 1, 2021 8:37 AM
To: Susan Kluthe
Subject: RE: SDL

Yes I sign off on all SDL's so none of these go to the City Council for approval. This saves so much time as we have quite a few every year. In my opinion this is the only way to do this. I hope this helps.

RaNae Edwards

City Clerk
City of Grand Island
100 East First Street
Grand Island, NE 68801
(308) 385-5444 Ext. 111
redwards@grand-island.com
www.grand-island.com
[facebook](#)
[twitter](#)

From: Susan Kluthe <Susan.Kluthe@bellevue.net>
Sent: Friday, May 28, 2021 11:55 AM
To: Columbus <Janelle.kline@columbusne.us>; RaNae Edwards <RaNaeE@grand-island.com>
Subject: SDL

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe. If you are unsure submit a helpdesk ticket at <https://helpdesk.grand-island.com>

Has your City Council designated you as an agent to sign off on SDL's? If so, do you feel it is helpful or beneficial or just briefly your thoughts on this? We are presenting a Resolution at our next meeting and have a Councilman questioning why?

Thanks!

Susan Kluthe

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

RESOLUTION 98-147

WHEREAS, Neb. Rev. Stat. §53-124:11 allows local governing bodies to approve or deny special designated for consumption of alcoholic liquors; and

WHEREAS, state law provides the local government body to establish criteria for approving or denying a special designated license, and for designating an agent to determine wither a special designated license shall be approved or denied; and

WHEREAS, the determination of such agent shall be considered the determination of the local governing body unless otherwise provided by the local governing body; and

WHEREAS, it is recommended that the City Clerk or her designee shall be designated as the agent on behalf of the City of Grand Island to approve or deny special designated liquor license applications in accordance with established criteria; and

WHEREAS, it is further recommended that the guidelines as outlined in Exhibit "A" attached hereto and incorporated herein by reference be adopted as the basis for approving or denying such special designated liquor license applications; and


WHEREAS, special designated liquor licenses determined to be denied in accordance with such guidelines may be heard before the City Council if the applicant chooses to do so.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:

1. The City Clerk, or her designee, is hereby designated as the agent of the City of Grand Island to determine whether a special designated liquor license is to be approved or denied in accordance with established criteria.
2. The criteria for approving or denying a special designated liquor license attached hereto as Exhibit "A" is hereby approved and adopted.

Adopted by the City Council of the City of Grand Island, Nebraska, June 8, 1998.


Cindy K. Cartwright, City Clerk

Approved as to Form • 
June 5, 1998 • City Attorney

GUIDELINES FOR
SPECIAL DESIGNATED LIQUOR LICENSES

The following guidelines will be applied by the City Clerk in reviewing applications for special designated liquor licenses for the consumption of alcoholic liquors.

An application for a special designated liquor license will be approved by the City Clerk only when:

- I. A favorable police report has been issued relating to the type and level of security to be provided to insure that the liquor laws, and in particular the liquor laws relating to the sale to and consumption by minors, will be complied with.
2. Adequate restroom facilities are available or will be provided.
3. The granting of such a permit will not create traffic congestion or hazards, and will not violate any of the provisions of the Grand Island City Code.
4. The application otherwise complies with the requirements of Neb. Rev. Stat. §53-134.
5. The application for special designated liquor license is submitted for review at least twenty one (21) days prior to the event date.
6. The application is approved by the local building, fire, and health departments.

An application for a special designated liquor license will be denied by the City Clerk when:

- I. The application is made by a licensee to authorize the consumption of alcoholic liquors on other property owned or leased by the licensee, which property is not adjacent to the licensee's existing licensed premises.
2. The building department, health department, or fire department notifies the City Clerk that the issuance of such special designated liquor license will result in the violation of any applicable fire code, building code, health code, or other applicable ordinance or regulation.
3. The application is made by a corporation, association, or organization whose membership consists of individuals the majority of whom are under the legal drinking age where the use of such special designated liquor license is for a social event for such corporation, association or organization.
4. The area included within a special designated permit is outside of any fully enclosed structure, except when the application is made in conjunction with a festival or other similar community sponsored or supported event.

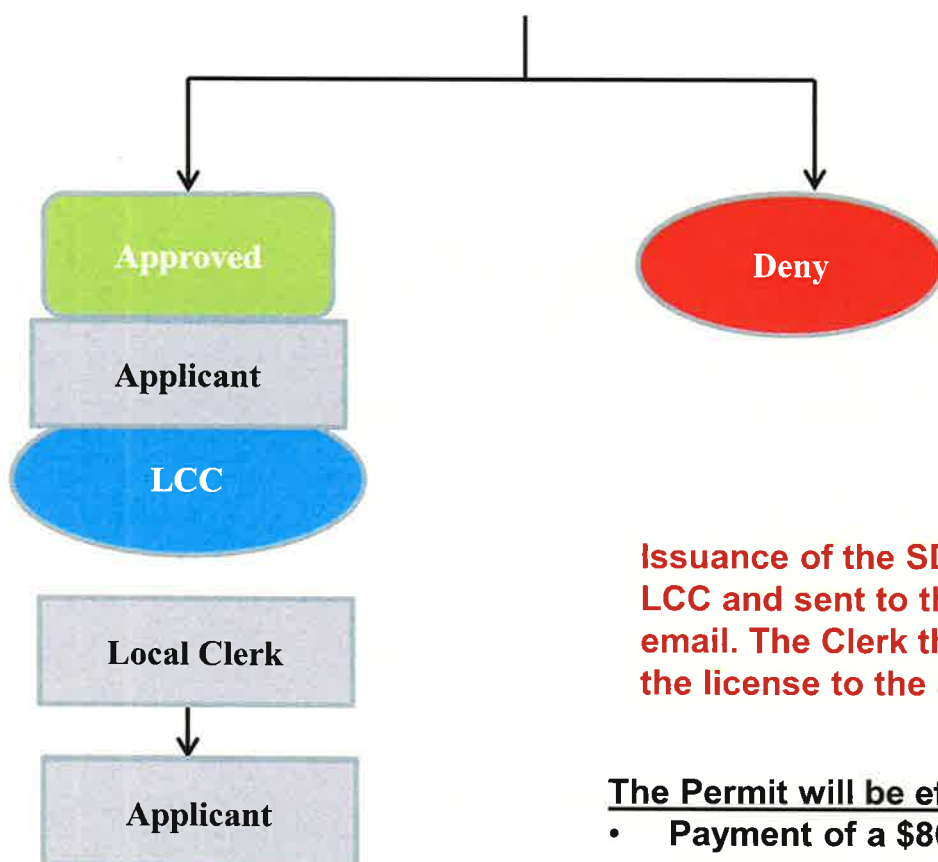
5. The application requests authorization to sell or consume alcoholic liquors beyond the hours for sale at retail and dispensing authorized in Chapter 4 of the Grand Island City Code.

These guidelines shall be applied to all applications for special designated liquor licenses for the consumption of alcoholic liquors. Any applicant denied a special designated liquor license based upon the above guidelines may request that such application be heard by the City Council. Nothing herein shall preclude the Council from deviating from the above-stated guidelines when exceptional or peculiar circumstances exist warranting such a deviation.



SPECIAL DESIGNATED LICENSE (SDL)

- License for one day special event at a location that doesn't have a valid retail or caterers license
- Application must be obtained through a Liquor License retailer
- Allows for special consideration for events not typically held in public assemblies and provides for the promotion of the health, safety and general welfare of the people
- \$80.00 per day to City of Grand Island
- \$40.00 per day to LCC
- LCC must receive application 10 working days before the event



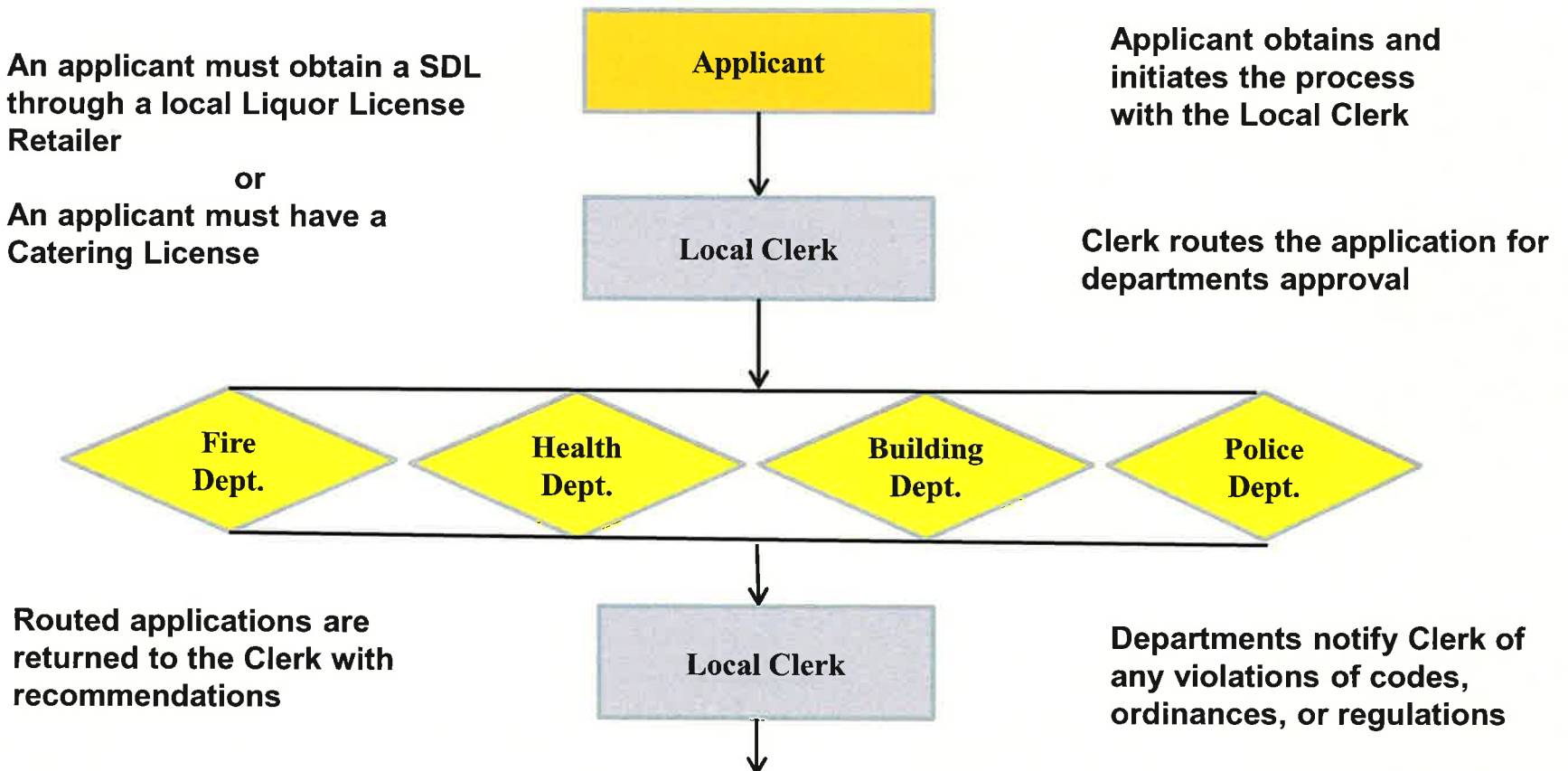
An application must have a favorable police report issued relating to the type and level of security to be provided to insure that the liquor laws relating to the sale and consumption by minors will be complied with.

Issuance of the SDL is by the LCC and sent to the Clerk by email. The Clerk then forwards the license to the applicant.

The Permit will be effective upon

- Payment of a \$80.00 fee at time of application
- Physical possession of the license
- License valid on effective date only

SDL Application Process



Omaha

Susan Kluthe

From: Elizabeth Butler (CCIk) <elizabeth.butler@cityofomaha.org>
Sent: Tuesday, June 1, 2021 11:10 AM
To: Susan Kluthe
Subject: Re: SDL Approval
Attachments: SDL Process - Omaha.pdf

Hi Susan.

I am designated to sign off on the majority of SDLs. I attached our ordinance giving me that authority. In short, I sign off on pretty much everything, the only time the application goes before council is if music goes past 11:00 PM.

We may be amending this section soon to accommodate the new bill allowing for wineries to get an annual permit for events.

Please let me know if you have further questions.

Thanks.

Elizabeth Butler, MMC, MPA
City Clerk
City of Omaha
1819 Farnam Street, Suite LC1
Omaha, Nebraska 68183
(402) 444-5557
(402) 444-5263 - Fax
elizabeth.butler@cityofomaha.org

On Tue, Jun 1, 2021 at 10:51 AM Susan Kluthe <Susan.Kluthe@bellevue.net> wrote:

Good Morning Eliza! Just have a quick question on whether the City of Omaha has designated the Clerk to approve SDL without going before Council? If so, would you send me the process and guidelines you follow to either approve or bring before City Council?

Thank you!

Susan Kluthe

City Clerk

City of Bellevue

ARTICLE IV. - SPECIAL DESIGNATED LIQUOR LICENSES

Sec. 15-60. - City clerk agent for approval of special designated licenses.

The city clerk shall be the agent of the city council to determine whether a special designated license is to be approved or denied pursuant to the Nebraska Liquor Control Act and this Code. In making this determination the city clerk shall follow the criteria and limitations of this article. Notwithstanding the authority granted by this article, the city clerk may forward to the city council any application for a special designated license and a determination shall then be made in accordance with law and city council procedures.

(Ord. No. 35447, § 1, 1-23-01)

Sec. 15-61. - Special designated license qualifications and restrictions.

Applicants must qualify for issuance of a special designated license under the Nebraska Liquor Control Act. Applications for a special designated license shall be filed in the office of the city clerk on forms provided by the city clerk. Applications shall be submitted in sufficient time to allow compliance with requirements imposed by law or rules and regulations of the Nebraska Liquor Control Commission. The city clerk may deny any application received with insufficient time to complete the review provided by this article.

(Ord. No. 35447, § 1, 1-23-01)

Sec. 15-62. - Criteria for approval of special designated licenses.

In reviewing applications for special designated licenses, the city clerk shall approve the license only when:

- (1) The director of the planning department, or a representative designated by the director, reports that the proposed premises conform to any applicable fire code, building code, or other health or safety code including, but not limited to, provisions relating to maximum occupancy and restroom facilities.
- (2) The proposed services and related activities will not create a traffic congestion hazard or other public safety hazard, or become a public nuisance.
- (3) The applicant has obtained any necessary food service or other permits or permission required by law.
- (4) If the license is requested for activity on property owned or operated by the City of Omaha, the appropriate department having responsibility for the property has consented to the planned use of the property.
- (5) If the license is requested for an outdoor area, the licensed area will be separated from other areas by a fence, wall, or similar barrier sufficient to prevent uncontrolled entrance or exit from the licensed area.
- (6) The applicant and the proposed service of alcohol otherwise complies with all requirements and limitations of the Nebraska Liquor Control Act.

(Ord. No. 35447, § 1, 1-23-01)

Sec. 15-63. - Limitations on authority to issue special designated licenses.

The city clerk shall submit to the city council for approval or disapproval any application where:

- (1) The applicant is an association, corporation, or organization whose members are, in the majority, persons under the age of 21.
- (2) The applicant is requesting hours of operation otherwise prohibited by law for a retail liquor license holder within the city.
- (3) The applicant proposes to offer related activities that include amplified outdoor music after the hour of 11:00 p.m.
- (4) The application is for a location within one mile of Rosenblatt Stadium during the dates of the College World Series.

(Ord. No. 35447, § 1, 1-23-01)

Sec. 15-64. - City council review.

The city clerk shall give an applicant a written statement of the reasons for denial. Upon denial, an applicant may file with the city clerk a written request for city council review and the application shall be placed on the next city council meeting agenda.

(Ord. No. 35447, § 1, 1-23-01)

Sec. 15-65. - Report to the city council.

At least monthly, the city clerk shall provide the city council with a report of all special designated licenses approved or disapproved by the city clerk during the preceding month.

(Ord. No. 35447, § 1, 1-23-01)

Sec. 15-66. - College World Series special designated licenses.

- (a) Notwithstanding any other provision of this article, applications for special designated licenses at a location within an area bounded (1) on the south by Pacific Street and a line extending east from the end of Pacific Street to the Missouri River, (2) on the west by the North Freeway, (3) on the north by Seward Street and a line extending west from the end of Seward Street at 11th Street to the North Freeway, and (4) on the east by the railroad tracks adjacent to Riverfront Drive and the Missouri River, during the dates of a NCAA Division 1 Men's College World Series at TD Ameritrade Park Omaha or within two days prior to the series shall be controlled by this section.
- (b) All such applications must be submitted to the city clerk no later than the fifteenth day of February preceding the College World Series for which the license is sought. The city clerk shall submit all complying applications to an SDL committee composed of the city council law department committee members, the city clerk and an attorney from the law department. The SDL committee shall act as the city council's agent to determine whether the applications should be approved or denied and the decisions of the committee shall be considered to be the decisions of the city council. The criteria established in this article shall be used to determine approval or denial and the committee may impose reasonable conditions controlling setbacks from the right-of-way, signage, parking, vehicle and pedestrian traffic, trash collection, hours of operation, outdoor music, available space on private property for deliveries, availability of restroom facilities, compliance with land use permits and requirements, and other relevant factors.

- (c) Special designated licenses subject to this section may be issued only to applicants who hold a retail liquor license for the consumption of alcohol on the premises at a permanent facility within the identified area and may be issued only at or adjacent to the applicant's licensed premises.
- (d) Notwithstanding any other deadline, applications for special designated licenses subject to this section for the dates of the Men's College World Series in 2011 or within two days prior to that series shall be submitted to the city clerk no later than the first day of March, 2011.

(Ord. No. 37681, § 2, 3-20-07; Ord. No. 37946, § 1, 12-18-07; Ord. No. 38943, § 1, 2-1-11)

Secs. 15-67—15-69. - Reserved.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

+15b.
6/1/2021

COUNCIL MEETING DATE: 06/01/2021		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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Resolution No. 2021-16: Approving the Amended Budget for the Sarpy County and Cities Wastewater Agency FY 2020-2021 Budget

SYNOPSIS/BACKGROUND:

The Sarpy County and Cities Wastewater Agency consists of Sarpy County and the cities of Papillion, Bellevue, Springfield, La Vista and Gretna. The Agency and its members are required to approve the annual budget and amendments. The Agency Board has approved the amended FY 2020-2021 budget and City Council needs to review and approve the same.

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 and authorize the Mayor to sign Resolution No. 2021-16 to amend the FY 2020-2021 Sarpy County and Cities Wastewater Agency budget.

ATTACHMENTS:

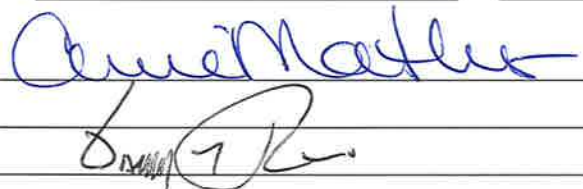
1. <input type="text" value="Resolution No. 2021-16"/>	2. <input type="text" value="Exhibit A"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



RESOLUTION NO. 2021-16
RESOLUTION APPROVING THE AMENDED BUDGET FOR THE SARPY COUNTY
AND CITIES WASTEWATER AGENCY FY 2020-2021 BUDGET

WHEREAS, the City of Bellevue (“Bellevue”) is a party to an interlocal agreement (as amended, the “Agreement”) entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq. (the “Act”), by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”); and,

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member; and,

WHEREAS, pursuant to Resolution No. 2020-26, the City Council approved the FY 2020-2021 budget for the Agency; and,

WHEREAS, the Agency Board has approved an Amended FY 2020-2021 budget; and,

WHEREAS, the Bellevue City Council deems it appropriate and advisable to approve the proposed Amendment to the FY 2020-2021 budget which is attached to this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bellevue, Nebraska, that the proposed Amendment to the FY 2020-2021 budget is hereby approved.

The above 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 1st day of June, 2021.

ADOPTED AND APPROVED:

Mayor, Rusty Hike

ATTEST:

Approved as to Form:

City Clerk

City Attorney

Exhibit A

Amended FY 2020-2021 Budget

BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY

**RESOLUTION APPROVING THE FIRST AMENDMENT TO SARPY COUNTY AND
CITIES WASTEWATER AGENCY FY2020-2021 BUDGET**

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 Agency Formation Agreement, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Agency Resolution No. 2020-007, the Agency Board previously approved the Sarpy County and Cities Wastewater Agency FY2020-2021 Budget (the "FY2020-2021 Budget");

WHEREAS, the Agency Treasurer proposed and presented to the Agency Board the amended FY2020-21 Budget; and

WHEREAS, the Agency Board discussed the proposed amended FY2020-2021 Budget and after discussion the Board deemed it advisable to approve the proposed amended FY2020-2021 Budget, attached hereto as Exhibit A, pursuant to Section IX of the Agency Formation Agreement to be presented to the governing body of each Agency Member.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the attached amended FY2020-2021 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member;

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chairman is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the amended FY2020-2021 Budget.

The above Resolution was 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 28th day of April, 2021.

ATTEST:

Lisa A. Haine
Sarpy County and Cities Wastewater
Agency Secretary



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

2021-008

Exhibit A

Amended FY2020-2021 Budget

[attached]

Sarpy County and Cities Wastewater Agency
07/01/2020 to 06/30/2021
FY21 Budget Amendment #1

	FY20 Budget	Adopted FY21 Budget	Actual FY21 07/20-03/21	FY21 Budget Amendment #1
Beginning Cash Balance (Previous FY Carryover)	\$ 248,312	\$ 699,048	\$ 699,048	\$ 699,048
RECEIPTS:				
Donation - Sarpy County	\$ -	\$ -	\$ -	\$ -
Member PILOT Contributions	\$ -	\$ 100,000	\$ -	\$ -
Reimbursable Contribution - Sarpy County	\$ 200,000	\$ -	\$ -	\$ -
Nebraska Clean Water State Revolving Loan Fund	\$ 5,000,000	\$ 2,449,566	\$ 804,967	\$ 2,749,566
Sewer Connection Fees	\$ 3,000,000	\$ 5,116,000	\$ 7,955,414	\$ 7,950,000
Project Gemini Customer Contribution	\$ -	\$ -	\$ 10,900,000	\$ 10,900,000
Miscellaneous (Interest)	\$ -	\$ 9,600	\$ 26,958	\$ 40,000
Total Receipts:	\$ 8,200,000	\$ 7,675,166	\$ 19,687,339	\$ 21,639,566
TOTAL RESOURCES AVAILABLE:	\$ 8,448,312	\$ 8,374,214	\$ 20,386,387	\$ 22,338,614
DISBURSEMENTS & TRANSFERS:				
Agency Operational Expenses:				
Reimbursement to Sarpy County for Reimbursable Contributions	\$ 1,272,120	\$ -	\$ -	\$ 297,120
NDEE SRF Loan Admin Fees / Loan Repayments	\$ -	\$ -	\$ 4,470	\$ 5,000
Professional Services - Consultant Services - Development Plan Creation, General Agency Services	\$ 14,110	\$ 15,700	\$ 25,305	\$ 40,000
Professional Services - Engineering Consultant Services - Regional Wastewater System	\$ 670,896	\$ 455,000	\$ 321,419	\$ 525,000
Professional Services - Legal Services - P3 Formation/Creation	\$ 341,214	\$ -	\$ -	
Professional Services - Legal Services - General Agency Services	\$ 191,625	\$ 325,000	\$ 333,209	\$ 500,000
Professional Services - Financial Advisor - General Agency Services	\$ 610,390	\$ 300,000	\$ 99,962	\$ 200,000
Project Costs - Title Insurance/Professional Services	\$ 2,200,000	\$ 1,900,000	\$ -	\$ 500,000
Project Costs - Phase 1A Construction, Etc. Services & Expenses	\$ 67,100	\$ -	\$ -	\$ 500,000
Project Costs - Sewer Development Expenses/Easements/ROW	\$ 3,000,000	\$ 5,300,000	\$ 1,139,511	\$ 2,500,000
Insurance - Public Entity Management Liability	\$ 50,000	\$ 50,000	\$ 3,652	\$ 50,000
Accounting Software - QuickBooks	\$ 1,500	\$ 1,500	\$ 700	\$ 1,500
Postage	\$ 1,500	\$ 1,500	\$ 11	\$ 1,500
Office Supplies - Copies, Paper, etc.	\$ 2,000	\$ 2,000	\$ -	\$ 2,000
Publications - Newspaper, Notices, etc.	\$ 7,500	\$ 7,500	\$ 1,036	\$ 7,500
Audit Fees and Accounting Services	\$ 8,000	\$ 8,000	\$ 20,475	\$ 40,000
Miscellaneous - Fees & Supplies	\$ 10,358	\$ 8,000	\$ -	\$ 2,000
Agency Operational Expenses Total:	\$ 8,448,313	\$ 8,374,200	\$ 1,949,750	\$ 5,171,620
TOTAL DISBURSEMENTS & TRANSFERS:	\$ 8,448,313	\$ 8,374,200	\$ 1,949,750	\$ 5,171,620
Ending Cash Balance - 06/30/20XX:	\$ (1)	\$ 14	\$ 18,436,637	\$ 17,166,994
Agency Budget Authority Amount:	\$ 8,448,312	\$ 8,374,214	\$ 20,386,387	\$ 22,338,614

Original FY21 Budget Adopted by Agency Governing Body: 5/27/2020

Original FY21 Agency Budget Effective Date: 7/7/2020

FY21 Budget Amendment #1 Adopted by Agency Governing Body: 4/28/2021

FY21 Budget Amendment #1 Adopted by Sarpy County Governing Body: 5/18/2021

FY21 Budget Amendment #1 Adopted by Bellevue Governing Body: _____

FY21 Budget Amendment #1 Adopted by Gretna Governing Body: _____

FY21 Budget Amendment #1 Adopted by La Vista Governing Body: _____

FY21 Budget Amendment #1 Adopted by Papillion Governing Body: 5/18/2021

FY21 Budget Amendment #1 Adopted by Springfield Governing Body: 5/18/2021

FY21 Agency Budget Amendment #1 Effective Date: _____

*Budget becomes effective upon approval by the governing bodies of all participating entities.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

+15c.
6/1/2021

COUNCIL MEETING DATE: 06/01/2021		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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Resolution No. 2021-17: Approving the proposed FY 2021-2022 Budget for the Sarpy County and Cities Wastewater Agency

SYNOPSIS/BACKGROUND:

The Sarpy County and Cities Wastewater Agency consists of Sarpy County and the cities of Papillion, Bellevue, Springfield, La Vista and Gretna. The Agency and its members are required to approve the annual budget and amendments. The Agency Board has approved the proposed FY 2021-2022 budget and City Council needs to review and approve the same.

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 and authorize the Mayor to sign Resolution No. 2021-17 for the FY 2021-2022 Sarpy County and Cities Wastewater Agency budget.

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2021-17"/>	2. <input type="text" value="Exhibit A"/>	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: _____

Devin Mathy

[Signature]

RESOLUTION NO. 2021-17
RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER
AGENCY PROPOSED FY 2021-2022 BUDGET

WHEREAS, the City of Bellevue (“Bellevue”) is a party to an interlocal agreement (as amended, the “Agreement”) entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq. (the “Act”), by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”); and,

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member; and,

WHEREAS, the Agency Board has approved the proposed FY 2020-2021 budget; and,

WHEREAS, the Bellevue City Council deems it appropriate and advisable to approve the proposed FY 2021-2022 Agency budget which is attached to this Resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bellevue, Nebraska, that the proposed FY 2021-2022 budget is hereby approved.

The above 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 1st day of June, 2021.

ADOPTED AND APPROVED:

Mayor, Rusty Hike

ATTEST:

Approved as to Form:

City Clerk

City Attorney

Exhibit A

FY 2021-2022 Budget

BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER
AGENCY FY2021-2022 BUDGET**

WHEREAS, pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., (hereinafter the "Act"), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, "Formation Interlocal") and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (hereinafter the "Agency");

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; and

WHEREAS, the Agency Board discussed the proposed FY202-2022 Budget and after discussion the Board deemed it advisable to approve the proposed FY2021-2022 Budget, attached hereto as **Exhibit A**, and pursuant to Section IX of the Agency Formation Agreement the FY2021-2022 Budget shall be presented to the governing body of each Agency Member for review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the FY2021-2022 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chairman is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the FY202-2022 Budget.

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 12th day of May 2021.

ATTEST:

Lisa A. Haine
Sarpy County and Cities Wastewater
Agency Secretary



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

Exhibit A

FY2021-2022 Budget

[Attached]

SARPY COUNTY & CITIES WASTEWATER AGENCY
FY2022 PROPOSED BUDGET
07/01/2021 to 06/30/2022

	FY2021 Budget Amendment #1	Actual/Estimated FY2021	Proposed FY2022 Budget
BEGINNING MONEY MARKET BALANCE:	\$ 699,048	\$ 699,048	\$ 8,402,465
REVENUES:			
26000 Member PILOT Contributions	\$ -	\$ -	\$ -
25000 CWSRF Planning Loan	\$ 2,749,566	\$ 2,749,566	\$ -
25010 CWSRF Construction Loan	\$ -	\$ -	\$ 9,035,000
40002 Gemini Customer Contribution Funds Used	\$ -	\$ 325,000	\$ 4,930,000
40100 Connection Fees	\$ 7,950,000	\$ 7,955,414	\$ 5,500,000
40200 User Rate Charges		\$ -	\$ -
40300 Misc. Revenue	\$ -		\$ -
45001 Interest	\$ 40,000	\$ 81,000	\$ 192,000
TOTAL REVENUES:	\$ 10,739,566	\$ 11,110,980	\$ 19,657,000
TOTAL RESOURCES AVAILABLE:	\$ 11,438,614	\$ 11,810,028	\$ 28,059,465
EXPENDITURES:			
Reimbursement to Sarpy County for Reimbursable Contributions	\$ 297,120	\$ 297,120	\$ -
60001 Financial Advisor Fees	\$ 200,000	\$ 119,000	\$ 200,000
60005 Consulting Fees			
60005.01 Steven Jensen Consulting	\$ 29,000	\$ 25,000	\$ 30,000
60005.02 Christine Myers Consulting	\$ 11,000	\$ 10,000	\$ 12,000
Total 60005 Consulting Fees	\$ 40,000	\$ 35,000	\$ 42,000
60006 Engineering Fees			
60006.01 Misc. Engineering Fees	\$ -	\$ -	\$ 45,000
60006.02 Phase 1A Engineering Fees	\$ 2,750,000	\$ 1,397,000	\$ 2,400,000
60006.03 Task Order 3 Engineering Fees	\$ 525,000	\$ 463,000	\$ 120,000
60006.04 Industrial Sewer System Engineering Fees	\$ -	\$ 325,000	\$ 120,000
Total 60006 Engineering Fees	\$ 3,275,000	\$ 2,185,000	\$ 2,685,000
60007 Agency Loan Admin Fees	\$ 5,000	\$ 4,470	\$ 12,000
60010 Legal & Professional Services			
60020 Printing & Legal Notices	\$ 7,500	\$ 1,200	\$ 2,400
60030 Insurance	\$ 50,000	\$ 22,203	\$ 50,000
60040 Bookkeeping, Payroll & Financial Statements	\$ 15,000	\$ 9,720	\$ 16,300
60050 Audit Fees	\$ 25,000	\$ 15,000	\$ 15,000
60060 Legal Services	\$ 500,000	\$ 414,000	\$ 550,000
Total 60010 Legal & Professional Services	\$ 597,500	\$ 462,123	\$ 633,700
60100 USSWS Project Costs			
60110 Easements, ROW Services	\$ 750,000	\$ 304,000	\$ 1,200,000
60120 Springfield Creek Interceptor Sewer	\$ -	\$ -	\$ 5,970,000
60130 Industrial Sewer System (ISS)	\$ -	\$ -	\$ 4,350,000
60150 Bid Phase Services	\$ -	\$ -	\$ 40,000
60160 ISS Bid Phase Services	\$ -	\$ -	\$ 40,000
60170 Construction Phase Services	\$ -	\$ -	\$ 420,000
60180 ISS Construction Phase Services	\$ -	\$ -	\$ 420,000
Total 60100 USSWS Project Costs	\$ 750,000	\$ 304,000	\$ 12,440,000
62000 USSWS Operations & Maintenance	\$ -	\$ -	\$ 2,400

SARPY COUNTY & CITIES WASTEWATER AGENCY
FY2022 PROPOSED BUDGET
07/01/2021 to 06/30/2022

	FY2021 Budget Amendment #1	Actual/Estimated FY2021	Proposed FY2022 Budget
63000 Vehicles & Large Equipment	\$ -	\$ -	\$ 32,200
63010 Vehicle Fuel	\$ -	\$ -	\$ 2,400
63040 Lab Testing	\$ -	\$ -	\$ 1,200
63050 Testing Equipment, Supplies & Repairs	\$ -	\$ -	\$ 2,400
63070 Safety / PPE	\$ -	\$ -	\$ 1,200
63090 Mowing	\$ -	\$ -	\$ 7,000
Total 63000 Vehicles & Large Equipment	\$ -	\$ -	\$ 46,400
64000 Office Equipment & Supplies			
64005 Office Supplies	\$ 2,000	\$ -	\$ 300
64010 Tools, Small Equipment & Maintenance	\$ -	\$ -	\$ 2,400
64020 Computers, Printers & Furniture	\$ -	\$ -	\$ 6,000
64030 Software & Contracted IT Services	\$ 1,500	\$ 840	\$ 2,400
64040 Internet	\$ -	\$ -	\$ 480
64050 Telephone	\$ -	\$ -	\$ 360
64060 Postage & Shipping	\$ 1,500	\$ 11	\$ 180
Total 64000 Office Equipment & Supplies	\$ 5,000	\$ 851	\$ 12,120
65000 Personnel & Benefits			
65010 Salaries, Full Time	\$ -	\$ -	\$ 100,000
65020 Social Security	\$ -	\$ -	\$ 7,560
65030 Deferred Compensation	\$ -	\$ -	\$ 7,020
65040 Health Insurance	\$ -	\$ -	\$ 27,600
65050 Dental Insurance	\$ -	\$ -	\$ 1,440
65060 Life Insurance	\$ -	\$ -	\$ 600
65070 Disability Insurance	\$ -	\$ -	\$ 1,500
65080 Unemployment / Benefit Payout	\$ -	\$ -	\$ 300
65090 Workers Compensation Insurance	\$ -	\$ -	\$ 1,200
65100 Uniform Allowance	\$ -	\$ -	\$ 1,500
65110 Licenses / Certifications	\$ -	\$ -	\$ 1,800
65120 Books / Periodicals	\$ -	\$ -	\$ 400
65130 Organizational Dues	\$ -	\$ -	\$ 840
65140 Professional Dev. / Conferences	\$ -	\$ -	\$ 850
65150 Travel & Lodging	\$ -	\$ -	\$ 1,500
65160 Recruitment & Onboarding	\$ -	\$ -	\$ 3,000
65170 Contingency Funds	\$ -	\$ -	\$ 84,000
Total 65000 Personnel & Benefits	\$ -	\$ -	\$ 241,110
TOTAL EXPENDITURES:	\$ 5,169,620	\$ 3,407,564	\$ 16,314,730
NET REVENUES - EXPENDITURES:	\$ 5,569,946	\$ 7,703,417	\$ 3,342,270
ENDING MONEY MARKET BALANCE:	\$ 6,268,994	\$ 8,402,465	\$ 11,744,735

FY2022 Budget Adopted by Agency Governing Body: 5/12/2021

FY2022 Budget Adopted by Sarpy County Governing Body: _____

FY2022 Budget Adopted by Bellevue Governing Body: _____

FY2022 Budget Adopted by Gretna Governing Body: _____

FY2022 Budget Adopted by La Vista Governing Body: _____

FY2022 Budget Adopted by Papillion Governing Body: _____

FY2022 Budget Adopted by Springfield Governing Body: _____

FY2022 Agency Budget Effective Date: _____

*Budget becomes effective upon approval by the governing bodies of all participating entities.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
5/25/2021

COUNCIL MEETING DATE:	SUBMITTED BY: Amanda Parker-Human Service Mana		
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:
Approval of and Authorization for the Mayor to sign the NE Transportation Assistance Agreement with NDOT.

SYNOPSIS/BACKGROUND:
Agreement with the Nebraska Department of Transportation to receive reimbursement of funds for operational expenses of the Specialized Transportation Service up to a maximum amount of \$136,210, in FY 21/22

FISCAL IMPACT: **50% Match** BUDGETED FUNDS?: **YES** GRANT/MATCHING FUNDS?: **YES**

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:
To approve the agreement with NDOT to accept monthly reimbursement funds for expenses associated with the operating the Specialized Transportation Service up to \$147,558 for FY 20/21

ATTACHMENTS:

1. **Transportation Assistance Agr**
2. _____
3. _____
4. _____
5. _____
6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Amye M. ...
[Signature]

AGREEMENT

THIS AGREEMENT made and entered into by the State of Nebraska, Department of Transportation, hereinafter referred to as "Department," and the City of Bellevue, hereinafter referred to as "Contractor," is for the purpose of providing partial funding of Contractor's Public Transportation System (hereinafter referred to as "Project"), from July 1, 2021 until June 30, 2022.

WHEREAS, the Nebraska Public Transportation Act as provided by Neb.Rev.Stat. §13-1201 through 13-1214 (Reissue 2016), established a public transportation assistance program to provide State financial assistance to qualified eligible recipients, and

WHEREAS, the Contractor qualifies as an eligible recipient of public transportation assistance, and

WHEREAS, the Contractor has agreed to operate, or contract for the operation of, a public transportation system for the duration of this Agreement; and

WHEREAS, the Contractor has the capability to provide local matching funds of an amount equal to that provided by the Department;

NOW THEREFORE, in consideration of these facts the parties agree as follows:

Section 1 PROJECT SCOPE

The Contractor shall undertake and complete the Project as described in its Application for the Nebraska Public Transportation Assistance Program, hereinafter referred to as "Project Application", filed with and approved by the Department, and in accordance with the terms and conditions of this Agreement.

Section 2 REDUCED FARES

The Contractor agrees to offer, on city bus systems included in this Project and operating over regularly scheduled routes, a reduced fare to the elderly and handicapped not to exceed one-half of

the rates generally applicable to other persons at peak hours for each one way trip. The Contractor may designate certain peak hours during which this section shall not apply.

Section 3 AGREEMENT PERFORMANCE TERM

The Agreement performance term shall be from July 1, 2021 until June 30, 2022.

Section 4 FUNDING

The Department's share shall not exceed State funds of \$136,210 or 50% of eligible operating costs whichever is smaller. The fulfillment of this dollar amount will be contingent upon the availability of State funds during the Agreement performance term referred in Section 3.

Section 5 PROJECT COST

The Department shall subsidize a percentage of the eligible operating deficit and the Contractor agrees to provide, from local sources, funds in an amount equal to the Department subsidy. The Contractor shall initiate and pursue to completion all actions necessary to enable the Contractor to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. The Contractor further agrees no refund or reduction of the amount so provided will be made, unless there is at the same time, a refund to the Department of a proportionate amount.

Section 6 PROJECT EQUIPMENT USES

The Contractor agrees the Project equipment shall be used as described in the approved Project Application for the duration of its useful life. If, during such useful life, any Project equipment is not used in this manner or is withdrawn from service, the Contractor shall immediately notify the Department and shall dispose of such equipment in accordance with procedures acceptable to the Department.

Section 7 LEASES OR SUBCONTRACTS

Anytime the Contractor leases or subcontracts with a third party for the operation of public transportation, the requirements and stipulations contained herein shall be held applicable to the third party. All third-party subcontracts shall be approved by the Department, prior to execution by the Contractor.

Section 8 RECORDS AND REPORTS

(a) ESTABLISHMENT AND MAINTENANCE OF ACCOUNTING RECORDS

The Contractor shall keep and maintain satisfactory records with regard to the use of the property in accordance with the Accounting Manual and submit to the Department upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Department in all cases where the service offered is changed substantially from that described in the Project Application. The Contractor shall establish and maintain, in accordance with requirements established by the Department in the Accounting Manual, separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account.

(b) PROJECT COSTS DOCUMENTATION

All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the Accounting Manual.

(c) CHECKS, ORDERS AND VOUCHERS

Any check or order drawn by the Contractor with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents

pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

(d) REPORTS

The Contractor shall advise the Department regarding the progress of the Project at such times and in such manner as the Department may require, including, but not limited to meetings and monthly reports. The Contractor shall submit to the Department, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the Department, and shall permit extracts and copies thereof to be made, during the Agreement period and for three (3) years after the date of final payment.

Section 9 PAYMENTS

(a) The Department shall pay for the eligible costs incurred under the terms of this Agreement and only those costs properly documented and itemized on the Contractor's invoice.

(b) Payments shall be made once each month and shall be for costs incurred within the scope of this Agreement. The Contractor shall submit monthly invoices and such invoices, or supplements thereto, shall be the basis of payment. The final invoice (for the month of June) must be submitted to the Department no later than August 15th following the close of the Agreement performance term. Any invoices received after that date will be paid from funds authorized for the following fiscal year's agreement. The invoices shall be signed by a duly authorized representative of the Contractor, certifying that all of the items therein are true and correct. Payment shall be made subject to pre-audit processes by duly authorized representative(s) of the Department. The Department, upon receipt of the proper invoices, will make every reasonable effort to provide payment to the Contractor within (15) calendar days.

Section 10 INSPECTIONS AND AUDIT

The Contractor shall permit the Department, or its duly authorized representative(s), to inspect all vehicles, facilities and equipment engaged by the Contractor as part of the Project, all transportation services rendered by the Contractor by the use of such vehicles, facilities and equipment and all relevant Project data and records. The Contractor shall also permit the Department or its duly authorized representative(s) to conduct audit procedures of the financial records and accounts of the Contractor pertaining to the Project.

Section 11 TERMINATION

Either party may, by written notice to the other party, terminate the Project and cancel this Agreement after thirty (30) days' notice for any of the following reasons:

- (1) The Contractor discontinues providing the transportation services as agreed;
- (2) The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement would have required the approval of the Department;
- (3) The commencement, prosecution or timely completion of the Project by the Contractor is, for any reason, rendered improbable, impossible or illegal;
- (4) The Contractor shall be in default under any provision of this Agreement;
- (5) The Contractor fails to provide sufficient matching funds as defined in its Project Application; or
- (6) The Contractor desires termination for any reason.

Section 12 AGREEMENT CHANGES

Any proposed change in this Agreement shall be submitted to the Department for its prior approval.

Section 13 PROHIBITED INTERESTS

Any member, officer, or employee of the Contractor shall comply with appropriate State Statutes concerning any interest, direct or indirect in this Agreement or the proceeds thereof.

Section 14 NONDISCRIMINATION

The Contractor agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 2010), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and hereby made a part of this Agreement.

Section 15 CLAIMS

The Contractor indemnifies, saves and holds harmless the Department and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by the Contractor hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by the Contractor. It is further agreed that any and all employees of the Contractor and all other employees except employees of the Department while engaged in the performance of any work or services required or provided for herein to be performed by the Contractor shall not be considered employees of the Department, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the Department.

Section 16 INSURANCE

The Contractor shall maintain in amount and form satisfactory to the Department such insurance or, if permitted by law, Contractor shall maintain a self-insurance program as will be adequate to protect it and the subcontractor, if any, in case of accident. As a minimum, the coverage shall consist of not less than the following amounts:

1. Workers' Compensation - Statutory

2. Bodily Injury and Property Damage - with
 a combined single limit of liability of \$500,000 each occurrence

- or Bodily Injury
- General and Automobile \$250,000 each person
- General and Automobile \$500,000 each occurrence

- Property Damage
- General and Automobile \$250,000 each occurrence
- General \$500,000 each aggregate

The insurance referred to in Number 2 above shall be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The Contractor may at his option provide the limits of liability as set out above by a combination of the above-described policy forms and excess liability policies. Contractor shall verify compliance with this section by submitting a copy of its Certificate of Insurance, or if self-insured, a letter to this effect.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representative of the Contractor and Department effective the day and year below written.

EXECUTED by the Contractor this ____ day of _____, 2021

CITY OF BELLEVUE

BY _____

TITLE _____

EXECUTED by the Department this ____ day of _____, 2021

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

Jodi Gibson, Manager
Local Assistance Division

EXHIBIT A

NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C" of Part 21 of the Regulations.

(3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontractor, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the Department, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
5/25/2021

COUNCIL MEETING DATE: 06/01/2021		SUBMITTED BY: Chief Clary	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Purchase of 12 portable Police radios from Motorola.

SYNOPSIS/BACKGROUND:

The Police Department is in need of additional radios and has a quote from Motorola for \$5,685.39 per radio. The purchase would come from CIP line 7140 Communication Equipment.

FISCAL IMPACT: \$68,224.68 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT TERM: _____ CONTRACT END DATE: _____

PROJECT NAME: _____

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

CIP PROJECT NAME: 7140 CIP PROJECT NAME: 7140 Communications Equipment

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Approve purchase of 12 portable radios from Motorola for Police Department.

ATTACHMENTS:

1. Quote-1454730	2. _____	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Robbins

[Signature]



BELLEVUE POLICE DEPT, CITY OF

04/19/2021

04/19/2021

BELLEVUE POLICE DEPT, CITY OF
1500 WALL ST
BELLEVUE, NE 68005

Dear Steven Wisnieski,

Motorola Solutions is pleased to present BELLEVUE POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BELLEVUE POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Bob Stephany at bobs@firstwirelessinc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Bob Stephany

Motorola Solutions Manufacturer's Representative

Billing Address:
 BELLEVUE, CITY OF
 1500 WALL ST
 BELLEVUE, NE 68005
 US

Quote Date:04/19/2021
 Expiration Date:06/30/2021
 Quote Created By:
 Bob Stephany
 bobs@firstwirelessinc.com

End Customer:
 BELLEVUE POLICE DEPT, CITY OF
 Steven Wisnieski
 steven.wisnieski@bellevue.net
 402-293-6591

Contract: 32517 - NEBRASKA ADMIN
 SERVICES
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	1	\$7,790.00	\$5,487.50	\$5,487.50
1a	H869BZ	ENH: MULTIKEY	1			
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1			
1c	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	1			
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	1			
1e	QA02006AA	ENH: APX6000XE RUGGED RADIO	1			
1f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	1			
1g	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	1			
1h	QA00580AC	ADD: TDMA OPERATION	1			
1i	H38BT	ADD: SMARTZONE OPERATION	1			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	1			
1k	QA03399AA	ADD: ENHANCED DATA APX	1			
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	1	\$165.00	\$115.50	\$115.50
3	PMMN4062AL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	1	\$117.70	\$82.39	\$82.39

Grand Total
\$5,685.39(USD)
Notes:


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
6/1/2021

COUNCIL MEETING DATE: 06/01/2021		SUBMITTED BY: Chief Clary	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Renewal of School Resource Officer (SRO) Memorandum of Understanding (MOU) between the City of Bellevue and Bellevue Public Schools

SYNOPSIS/BACKGROUND:

The Bellevue Police Department (BPD) has had a long standing relationship with Bellevue Public Schools, (BPS) in providing SROs at the two high schools. BPD will add an additional School Resource Officer beginning the fall semester of 2021 to cover the Middle Schools and alternative Schools within BPS.

FISCAL IMPACT: NONE 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 renewal School Resource Officer Memorandum of Understanding between Bellevue Police Department and Bellevue Public Schools and authorize the Mayor to sign.

ATTACHMENTS:

1. 2021 MOU	2. Exhibit A	3. 2014 MOU
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins
[Signature]
[Signature]

SCHOOL RESOURCE OFFICER PROGRAM MEMORADUM OF UNDERSTANDING

This agreement is entered into between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and Bellevue Public Schools, hereinafter referred to as "BPS".

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this agreement is for the City to assign one uniformed Police Officer to Bellevue West High School, one uniformed Police Officer to Bellevue East High School and one SRO that would cover Logan Middle School, Lewis & Clark Middle School, Mission Middle School, CHAP and the Academic Center for Excellence (ACE) Alternative Schools. The School Resource Officer, hereinafter referred to as "SRO", will work with the school principal, of the school(s) that they are assigned, to provide alcohol and drug education, maintain a peaceful campus environment, selectively become involved in mutually agreed upon instructional topics, and take appropriate action regarding on-campus or school-related unlawful activity. The Bellevue Police Department ("BPD") will also perform an annual security audit for each school operated by Bellevue Public Schools. The format and scheduling of the audits will be mutually agreed to between Bellevue Public Schools and the Bellevue Police Department but all audits will meet the requirements put forth in statute or regulation.

2. TERM

- 2.1 This Agreement shall be effective on the 1st day of August 2021. The term of this agreement shall be from July 1st to June 30th each year and will continue annually until either party terminates the agreement. If one party wishes to terminate the agreement, that party must notify the other party in writing by May 1st of their intentions.
- 2.2 The City shall provide one SRO for West High School, one SRO for East High School and one SRO to act as a Rover ("Rover") on all days that school is in session. The Rover shall cover Logan Middle School, Lewis & Clark Middle School, Mission Middle School, CHAP and Academic Center for Excellence (ACE) Alternative Schools. A schedule detailing the days and times that a Rover will be at each school will be generated by BPD and presented to BPS, for approval, three weeks prior to the start of the school calendar semester for which the BPD schedule applies. The schedule may be altered by either BPS or BPD, during the school year, by written or verbal notice to the other party. If the schedule is altered by BPD, a revised schedule will be generated and presented to BPS as time permits. The SRO shall provide his/her work mobile number to the BPS school(s) he/she is assigned to. Should an emergency arise and the SRO is unavailable, BPS will contact 911. If the assigned SRO is not available due to leave or training, no replacement will be provided. BPS shall provide the City a school calendar on or before June 1st of each year.
- 2.3 BPS may request, and the City shall provide, an SRO at both high schools fall orientation.
- 2.4 During days that schools are not in session, the SROs are subject to other assignments

as determined by the City.

- 2.5 SROs will not be directly responsible for security at after-school functions, including athletic events beyond the normal eight (8) hour school day.

3. RELATIONSHIP OF PARTIES

- 3.1 The City shall have the status of an independent contractor for the purpose of this Agreement. The SRO's assigned to BPS are employees of the City and shall not be considered employees of BPS and shall be subject to Police Department control, supervision, policies, procedures and General Orders.
- 3.2 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Bellevue Police Department's policies, as established for its employees and in accordance with union contract agreements with the Bellevue Police Officer's Association. The City shall maintain appropriate worker's compensation, health and unemployment insurance coverage for the SROs.
- 3.3 The SRO will be subject to current procedures in effect for City Police Officers, including attendance at all mandated training and testing to maintain State Peace Officer certification. This training and certification takes place throughout the year and will necessitate the absence of the SRO from the school building.

4. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

- 4.1 BPS and the City will mutually agree on the selection of the SROs. The Chief of Police will have final decision on all appointments.
- 4.2 If BPS is dissatisfied with the performance of an SRO, the building principal will contact the Police Officer's Sergeant or appropriate supervisor to discuss the issues. If the issue cannot be resolved at this level, other individuals can be involved which could include the Chief of Police, City Administrator and Superintendent. The City will retain the right to assign officers while BPS will have the right to refuse specific officers.
- 4.3 The Chief of Police may dismiss or reassign an SRO based on Department guidelines and/or General Orders, and in compliance with the union contract and when it is in the best interest of the City, the school system and the students.
- 4.4 In the event of a resignation, retirement, dismissal or reassignment of an SRO, or in the case of long-term absences by an SRO, the Chief of Police will work with BPS to determine the best course of action.

5. SCHOOL RESOURCE OFFICER RESPONSIBILITIES

- 5.1 Work in concert with the school principals, or designee, by meeting with the principal on at least a weekly basis.
- 5.2 Provide a program of educational leadership by acting as a guest speaker to address tobacco, alcohol, and other drug issues, conflict resolution and safety issues in the school and the community.
- 5.3 Act as communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the Officer.
- 5.4 Present programs to parents on issues related to Tobacco, alcohol and other drugs, violence prevention or conflict resolution and safety.
- 5.5 Provide informational in-service programs for staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.

- 5.6 Participate in classroom activities, when invited. To discuss agreed upon topics or to interact with students in an educational or recreational setting.
- 5.7 Identify potential problems and activity that disrupts the school.
- 5.8 Assist in maintaining order by enforcing, local and state laws on school property. In conjunction with school officials, the SRO will take the appropriate law enforcement action, consistent with a Police Officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO shall advise the principal before requesting additional Police assistance on campus.
- 5.9 Refer students and/or their families to the appropriate agencies for assistance when need is determined.
- 5.10 The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- 5.11 The SRO can perform other duties as may be mutually agreed upon in writing by the City and BPS.

Provided further that nothing required herein is intended to or will constitute a relationship of duty for the assigned Police Officer or the City beyond the general duties that exist for law enforcement officers within the State.

6. PAYMENT FOR SERVICES

- 6.1 BPS will pay \$12,500 per calendar year per SRO for the school year, including summer school, that he/she is assigned to a BPS school.
- 6.2 The City shall be responsible for the SRO's compensation on days when schools are in session and the Officer is not at their assignment, unless the SRO's absence is due to attending an off-campus activity at the school's request.
- 6.3 The City shall be responsible for the SRO's compensation on all holidays, vacation days, compensatory days or sick leave days.
- 6.4 Payment in regard to agreements between BPS to the City will be made once per calendar year until the agreements expire. The amount of the payment will also consider other costs incurred by BPS and the city from other agreements and will be agreed upon mutually.
- 6.5 BPS will pay no more than \$1,000 per SRO, per school year, including summer school, for training that is focused on the school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain devolvement, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings. Attached hereto as Exhibit "A," and incorporated herein by reference, is the MOU entered into between the parties regarding required training for both parties pursuant to LB390. The parties will continue to adhere to those requirements and agreements set forth in Exhibit "A."

- 6.6 All other work assignments where BPS requests SRO presence (i.e. sports events, parent/teacher conferences/etc.) will be contracted separately as secondary employment and paid directly to the SRO by BPS. All secondary employment is subject to prior approval by the SRO supervisor.

7. TIME AND PLACE OF PERFORMANCE

- 7.1 The City will assure that the SROs will be on the campus of Bellevue High Schools each day that school is in session at a time of 15 minutes prior to the start of classes and until 15 minutes after classes are dismissed. The SROs activities will be restricted to their assigned school campus except for:
- 7.1a Follow-up home visits when needed as a result of school-related student problems.
 - 7.1b School-related off-campus activities when the principal requests Officer participation and it is approved by the City.
 - 7.1c Response to off-campus, but school-related, criminal activity.
 - 7.1d Response to off-campus emergency law enforcement needs.
 - 7.1e Appearances in court *or* other similar required activities.
- 7.2 Regular working hours may be adjusted on a situational basis with the consent of the SRO's Supervisor. These adjustments should be approved prior to their being required and should be to cover activities that are a normal part of the scheduled school day, requiring the presence of a law enforcement Officer.

8. BELLEVUE PUBLIC SCHOOL RESPONSIBILITIES

- 8.1 BPS will provide the SRO with access to an office and such equipment as is necessary at the assigned school. The equipment shall include, but not be limited to, a telephone, fax, copier, filing space capable of being secured, and access to a computer and/or secretarial assistance.

9. NOTICE.

- 9.1 Any notice required to be given by this Agreement shall be sufficient if communicated in writing and sent by hand delivery *or* by certificated United States Mail, postage prepaid, *or* by facsimile transmission. Notice shall be given as follows:

BPS: Superintendent, Bellevue Public Schools, 1600 Highway 370, Bellevue, NE 68005 FAX: (402) 291-7982

CITY: Administrator, City of Bellevue, 1500 Wall Street. Bellevue, NE 68005 FAX: (402) 293-3058

NON-DISCRIMINATION. The parties of this Agreement shall not, in the performance of this Agreement, discriminate *or* permit discrimination in violation of federal *or* state laws *or* local ordinances because of race, color, religions, sex, sexual orientation, national origin, disability, age, marital status, genetic information, citizenship status, *or* economic status.

10. GOVERNING LAW.

- 10.1 This Agreement shall be interpreted according to the law of the State of Nebraska, and any conflict arising under this Agreement or any applicable Project Attachment will be heard by a Nebraska court of competent jurisdiction.

11. CITIZENSHIP VERIFICATION.

- 11.1 City shall ensure that any persons physically perform services in the State of Nebraska pursuant to a Project shall, pursuant to Nebraska state law, use a federal electronic verification program authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324 ("E-verify Program" or an equivalent federal program designated by the Department of Homeland Security or other authorized federal agency) to verify the work eligibility status of employees.

12. AMENDMENT.

- 12.1 This Agreement may be amended at any time by an agreement in writing executed by the authorized representatives of BPS and City.

13. WAIVER.

- 13.1 Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.

14. ASSIGNMENT.

- 14.1 This Agreement may not be assigned or transferred except by written agreement of BPS and City.

15. DATA SHARING AND CONFIDENTIALITY.

- 15.1 The parties expressly acknowledge that all student information not designated by BPS as "directory information" is considered private and subject to protection. The parties further acknowledge that BPS has implemented policies and guidelines that describe when and how protected student information may be obtained, shared or otherwise disseminated and the City and its agents are subject to such policies and guidelines and will comply with the same. Any student information that City or its agents receives is confidential and may only be used for providing services under this Agreement. City agrees to maintain the confidentiality of information that it may have access to under this Agreement and further agrees not to disclose any such information gained during the course of providing services under this Agreement to any person or entity other than the student, parent, guardian, BPS, or City, as applicable, without the express agreement of BPS. To facilitate the success of this Agreement and to monitor and evaluate student progress, BPS may provide to SROs providing services hereunder, limited FERPA protected personally identifiable information from students' education records. Individuals providing services to BPS students pursuant to this Agreement shall be expected to maintain this information in confidence, and as necessary shall sign a confidentiality statement and, if appropriate a data user agreement.

16. ENTIRE AGREEMENT.

16.1 This Agreement, together with any Project Attachments and any exhibits or schedules thereto, constitutes the entire Agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

Signed in agreement on the day
below:

Mr. Scott Eby, President of the Board
Bellevue Public Schools
Bellevue, NE

Date

Honorable Rusty Hike,
Mayor City of Bellevue

Date

MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska ("City"), and the Bellevue Public Schools ("BPS") are parties to an agreement effective September 1, 2014 and continues annually from July 1 to June 30th each year following.

The Nebraska Legislature passed LB390, on or about April 18, 2019, approved by the Governor on or about April 24, 2019, requiring the municipalities and school districts to enter an MOU that delineates the roles and responsibilities of school resource officers, security guards and school officials to balance the interest of safety for students and school staff in relation to parental rights, student success, and family integrity. Therefore, the parties enter into the following Memorandum of Understanding ("MOU") to comply with the new statutory requirements.

1. Each school resource officer or security guard assigned by the City to BPS shall attend a minimum of twenty hours of training focused on the school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings;
2. A minimum of one administrator in each elementary or secondary school where a school resource officer or security guard is assigned to attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings;
3. Records will be kept, by BPS, on each student referral for prosecution from a school resource officer in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such school records allow for analysis of related data and delineate:
 - a. The reason for such referral; and
 - b. Federal identified demographic characteristics of such student.

Nothing in this section shall be in conflict with Nebraska State statute on records for minors/juveniles and the confidentiality for which they are kept and maintained. To that end, the records kept by BPS shall be redacted.

4. BPS policies regarding parental and/or guardian contact when a student is questioned by a school official, school resource officer or security guard are outlined in the Bellevue Public Schools Student and Family Handbook Code of Conduct, as amended from time to time.



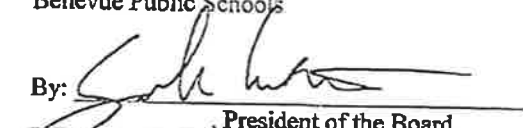
5. BPS and the City comply with all Federal and State statutes, as amended from time to time, regarding advisement of constitutional rights prior to the questioning of a minor student.
6. BPS policies regarding referral to a school resource officer or security guard for prosecution are outlined in the Bellevue Public Schools Student and Family Handbook Code of Conduct, Nebraska statutes and Federal law, as amended from time to time.
7. Complaints regarding a school resource officer or security guard can be done at the Bellevue Police Department or by visiting the City of Bellevue Police Department website.

City of Bellevue, Nebraska

By: 
Mayor Rusty Hike

Date: 8-20-19

Bellevue Public Schools

By: 
_____, President of the Board

9-9-19

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORADUM OF UNDERSTANDING**

FILE COPY

This agreement is entered into between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and Bellevue Public Schools, hereinafter referred to as "BPS".

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this agreement is for the City to assign one uniformed Police Officer to Bellevue West High School (also supporting Logan) and one uniformed Police Officer to Bellevue East High School (also supporting Mission). The School Resource Officer, hereinafter referred to as "SRO", will work with the school principal to provide alcohol and drug education, maintain a peaceful campus environment, selectively become involved in mutually agreed upon instructional topics, and take appropriate action regarding on-campus or school-related unlawful activity. The Bellevue Police Department will also preform an annual security audit for each school operated by Bellevue Public Schools. The format and scheduling of the audits will be mutually agreed to between Bellevue Public Schools and the Bellevue Police Department but all audits will meet the requirements put forth in statute or regulation.

2. TERM

- 2.1 This Agreement shall be effective on the 1st day of September 2014. The term of this agreement shall be from July 1st to June 30th each year and will continue annually until either party terminates the agreement. If one party wishes to terminate the agreement, that party must notify the other party in writing by May 1st of their intentions.
- 2.2 The City shall provide one SRO for West High School and one SRO for East High School on all days that school is in session. If the assigned SRO is not available due to leave or training, no replacement will be provided. BPS shall provide the City a school calendar on or before June 1st of each year.
- 2.3 BPS may request, and the City shall provide, an SRO at both high schools fall orientation.
- 2.4 During days that schools are not in session, the SROs are subject to other assignments as determined by the City.
- 2.5 SROs will not be directly responsible for security at after-school functions, including athletic events beyond the normal eight (8) hour school day.

3. RELATIONSHIP OF PARTIES

- 3.1 The City shall have the status of an independent contractor for the purpose of this Agreement. The SRO's assigned to BPS are employees of the City and shall not be considered employees of BPS and shall be subject to Police Department control, supervision, policies, procedures and General Orders.
- 3.2 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Bellevue Police Department's policies, as established for its employees and in accordance with union contract agreements with the Bellevue Police Officer's Association. The City shall maintain appropriate worker's compensation, health and unemployment insurance coverage for the SROs.
- 3.3 The SRO will be subject to current procedures in effect for City Police Officers, including attendance at all mandated training and testing to maintain State Peace Officer certification. This training and certification takes place throughout the year and will necessitate the absence of the SRO from the school building.

4. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

- 4.1 BPS and the City will mutually agree on the selection of the SROs. The Chief of Police will have final decision on all appointments.
- 4.2 If BPS is dissatisfied with the performance of an SRO, the building principal will contact the Police Officer's Sergeant or appropriate supervisor to discuss the issues. If the issue cannot be resolved at this level, other individuals can be involved which could include the Chief of Police, City Administrator and Superintendent. The City will retain the right to assign officers while BPS will have the right to refuse specific officers.
- 4.3 The Chief of Police may dismiss or reassign an SRO based on Department guidelines and/or General Orders, and in compliance with the union contract and when it is in the best interest of the City, the school system and the students.
- 4.4 In the event of a resignation, retirement, dismissal or reassignment of an SRO, or in the case of long-term absences by an SRO, the Chief of Police will work with BPS to determine the best course of action.

5. SCHOOL RESOURCE OFFICER RESPONSIBILITIES

- 5.1 Work in concert with the school principals, or designee, by meeting with the principal on at least a weekly basis.
- 5.2 Provide a program of educational leadership by acting as a guest speaker to address tobacco, alcohol, and other drug issues, conflict resolution and safety issues in the school and the community.
- 5.3 Act as communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the Officer.
- 5.4 Present programs to parents on issues related to Tobacco, alcohol and other drugs, violence prevention or conflict resolution and safety.
- 5.5 Provide informational in-service programs for staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.
- 5.6 Participate in classroom activities, when invited. To discuss agreed upon topics or to interact with students in an educational or recreational setting.
- 5.7 Identify potential problems and activity that disrupts the school.
- 5.8 Assist in maintaining order and enforcing school policies and laws on school property. In conjunction with school officials, the SRO will take the appropriate law enforcement action, consistent with a Police Officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO shall advise the principal before requesting additional Police assistance on campus.
- 5.9 Refer students and/or their families to the appropriate agencies for assistance when need is determined.
- 5.10 The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- 5.11 The SRO can perform other duties as may be mutually agreed upon in writing by the City and BPS.

Provided further that nothing required herein is intended to or will constitute a relationship of duty for the assigned Police Officer or the City beyond the general duties that exist for law enforcement officers within the State.

6. PAYMENT FOR SERVICES

- 6.1 BPS will pay 50% of the SRO's wages and benefits for the school year including summer school hours if requested.
-

- 6.2 The City shall be responsible for the SRO's compensation on days when schools are in session and the Officer is not at their assignment, unless the SRO's absence is due to attending an off-campus activity at the school's request.
- 6.3 The City shall be responsible for the SRO's compensation on all holidays, vacation days, compensatory days or sick leave days.
- 6.4 Payment in regard to agreements between BPS to the City will be made once per calendar year until the agreements expire. The amount of the payment will also consider other costs incurred by BPS and the city from other agreements and will be agreed upon mutually.
- 6.5 The City agrees to pay all other costs, including training and certification, BPS will continue to pay for part of the costs for training that is directly related to the SRO's functions within the school environment.
- 6.6 All other work assignments where BPS requests SRO presence (i.e. sports events, parent/teacher conferences/etc.) will be contracted separately as secondary employment and paid directly to the SRO by BPS. All secondary employment is subject to prior approval by the SRO supervisor.

7. TIME AND PLACE OF PERFORMANCE

- 7.1 The City will assure that the SROs will be on the campus of Bellevue High Schools each day that school is in session at a time of 15 minutes prior to the start of classes and until 15 minutes after classes are dismissed. The SROs activities will be restricted to their assigned school campus except for:
 - 7.1a Follow-up home visits when needed as a result of school-related student problems.
 - 7.1b School-related off-campus activities when the principal requests Officer participation and it is approved by the City.
 - 7.1c Response to off-campus, but school-related, criminal activity.
 - 7.1d Response to off-campus emergency law enforcement needs.
 - 7.1e Appearances in court or other similar required activities.
- 7.2 Regular working hours may be adjusted on a situational basis with the consent of the SRO's Supervisor. These adjustments should be approved prior to their being required and should be to cover activities that are a normal part of the scheduled school day, requiring the presence of a law enforcement Officer.

8. BELLEVUE PUBLIC SCHOOL RESPONSIBILITIES

- 8.1 BPS will provide the SRO with access to an office and such equipment as is necessary at the assigned school. The equipment shall include, but not be limited to, a telephone, fax, copier, filing space capable of being secured, and access to a computer and/or secretarial assistance.
9. **NOTICE.** Any notice required to be given by this Agreement shall be sufficient if communicated in writing and sent by hand delivery or by certificated United States Mail, postage prepaid, or by facsimile transmission. Notice shall be given as follows:


BPS: Superintendent, Bellevue Public Schools, 1600 Highway 370, Bellevue, NE 68005
FAX: (402) 291-7982

CITY: Administrator, City of Bellevue, 210 West Mission Ave. Bellevue, NE 68005
FAX: (402) 293-3058

NON-DISCRIMINATION. The parties of this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, religions, sex, sexual orientation, national origin, disability, age, marital status, genetic information, citizenship status, or economic status.

10. **GOVERNING LAW.** This Agreement shall be interpreted according to the law of the State of Nebraska, and any conflict arising under this Agreement or any applicable Project Attachment will be heard by a Nebraska court of competent jurisdiction.
11. **CITIZENSHIP VERIFICATION.** City shall ensure that any persons physically perform services in the State of Nebraska pursuant to a Project shall, pursuant to Nebraska state law, use a federal electronic verification program authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324 ("E-verify Program" or an equivalent federal program designated by the Department of Homeland Security or other authorized federal agency) to verify the work eligibility status of employees.
12. **AMENDMENT.** This Agreement may be amended at any time by an agreement in writing executed by the authorized representatives of BPS and City.
13. **WAIVER.** Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.
14. **ASSIGNMENT.** This Agreement may not be assigned or transferred except by written agreement of BPS and City.
15. **DATA SHARING AND CONFIDENTIALITY.** The parties expressly acknowledge that all student information not designated by BPS as "directory information" is considered private and subject to protection. The parties further acknowledge that BPS has implemented policies and guidelines that describe when and how protected student information may be obtained, shared or otherwise disseminated and the City and its agents are subject to such policies and guidelines and will comply with the same. Any student information that City or its agents receives is confidential and may only be used for providing services under this Agreement. City agrees to maintain the confidentiality of information that it may have access to under this Agreement and further agrees not to disclose any such information gained during the course of providing services under this Agreement to any person or entity other than the student, parent, guardian, BPS, or City, as applicable, without the express agreement of BPS. To facilitate the success of this Agreement and to monitor and evaluate student progress, BPS may provide to SROs providing services hereunder, limited FERPA protected personally identifiable information from students' education records. Individuals providing services to BPS students pursuant to this Agreement shall be expected to maintain this information in confidence, and as necessary shall sign a confidentiality statement and, if appropriate a data user agreement.
16. **ENTIRE AGREEMENT.** This Agreement, together with any Project Attachments and any exhibits or schedules thereto, constitutes the entire Agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

Signed in agreement on the day below:



 Ms Nina Wolford, President of the Board
 Bellevue Public Schools
 Bellevue, NE

9/15/14

 Date



 Honorable Rita Sanders, Mayor
 City of Bellevue
 Bellevue, NE

10-13-14

 Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
5/25/2021

COUNCIL MEETING DATE: 06/01/2021		SUBMITTED BY: Doug Clark, Public Works Director		Epiphany Ramos, Wastewater & Solid Waste Superintendent	
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:

Bellevue South Lift Station - Phase 2 (renamed Brown River Lift Station), Professional Engineering Services, Amendment No. One

SYNOPSIS/BACKGROUND:

On December 20, 2020 the City Council approved and authorized the Mayor to sign an agreement in the amount of \$87,900.00 with HDR Engineering Inc to perform professional engineering services for preliminary and final design for refurbishment of the Old South Bellevue Lift Station (renamed Brown River Lift Station). Amendment No. One is for additional design services, easement documents and construction phase services resulting in an increase in the amount of \$147,700.00 to the original agreement, bringing the total project cost not to exceed \$235,600.00.

FISCAL IMPACT: \$235,600.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Professional Engineering Services Agreement - Amendment No. One

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Bellevue South Lift Station - Phase 2 (renamed Brown River Lift Station)

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

CIP PROJECT NAME: South Lift Station - FLOOD RECOVERY CIP PROJECT NUMBER: WW 21(4)

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

ACCOUNTING DISTRIBUTION CODE: CIPWW21(4) ACCOUNT NUMBER: 7000

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the addendum to the original agreement between the City of Bellevue and HDR Engineering, Inc. for the Bellevue South Lift Station - Phase 2 (renamed Brown River Lift Station) project not to exceed \$235,600.00.

ATTACHMENTS:

1. Amendment No. One to Agreement 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Handwritten signatures in blue ink.

**AMENDMENT NO. ONE TO AGREEMENT
FOR
ENGINEERING SERVICES
FOR
BELLEVUE SOUTH LIFT STATION – PHASE 2
(BROWN RIVER LIFT STATION)**

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on December 1, 2020 to perform engineering services for the City of Bellevue, Nebraska ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:


The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I Scope of Service: HDR will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

Section IV Compensation shall be amended to increase the original total compensation amount in the original Contract by \$147,700 or a total revised amount of \$235,600 which shall not be exceed without further authorization by OWNER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

HDR ENGINEERING, INC. ("HDR") City of Bellevue, Nebraska ("OWNER")

By:  By: _____

Its: Senior Vice President Its: Mayor

Date: 05/20/2021 Date: _____

EXHIBIT A

SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

Provide additional design services for the New South Lift Station and easement descriptions for the Brown River Lift Station. Provide construction phase services for both the New South Lift Station and the Brown River Lift Station. The contract includes the following components:

- Revise New South Lift Station 90% package with recent changes requested by the City.
- Easement acquisition services for Brown River Lift Station.
- Combine New South Lift Station and Brown River Lift Station into one procurement package.
- Construction administration services for the project construction which includes:
 - Site demolition and clearing within each project area.
 - Construction of two lift stations.
 - Site grading and gravel access road.
 - Coordination with utilities.
 - Construction of sanitary force mains.
- The development of record drawings.

Key Understandings:

1. All travel will be in proximity to the City of Bellevue, Nebraska.
2. All meetings and presentations will be at the City Engineer's office or City administrative offices.
3. OWNER has a contract with HOA Solutions for providing SCADA. Engineer will coordinate with HOA Solutions for pump station control inputs.
4. No impacts to waters of the U.S. is anticipated and the scope of work does not include wetland delineation or Section 404 permitting
5. The scope of work does include easement acquisition (including negotiations and document execution). It is anticipated that one temporary and one permanent easement will be prepared with one landowner at the Brown River Lift Station site. Assume two meetings with landowner.
6. The scope of work does not include condemnation procedures.
7. Contractor will provide construction staking for the project.
8. HDR will provide quality control compaction testing and concrete compliance testing through a subconsultant.
9. HDR will provide a resident project representative (RPR) to provide construction observation for the duration of the project and inspection at the site of the work during critical construction activities but will not be required to assign personnel to this Task to the extent that a RPR is present on site at all times a Contractor is working. A total of 600 hours is budgeted for RPR.

10. Progress meetings will be held on a monthly basis. A total of 12 meetings are anticipated. Six additional onsite meetings are anticipated to be scheduled on an as needed basis.
11. HDR will utilize Project Tracker software to log and track Contractor submittals.
12. HDR will use HDR standard Construction Contract Administration forms for documenting contract interpretation and modification activities.
13. Distribution and numbers of various change documents will be determined at the preconstruction conference.
14. HDR will assemble quality control records.
15. HDR will prepare record drawings in accordance with OWNER requirements.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

Task Series 200 – Development of Final Documents and Regulatory Review

Objective: Preparation of the plans and specifications to the 100% level of completion incorporating revisions to the New South Lift Station design.

HDR Activities

260 – Revisions to New South Lift Station Design

- Incorporate City requested changes and modifications to the New South Lift Station, including changing the number of pumps, upsizing pumps, electrical modifications due to increased HP, revised controls, wet well modifications, site layout adjustments, and Brown River force main piping to New South Lift Station.
- Develop revised plans and specifications to 100% level of completion.
- Perform quality control review of documents prior to submittal to City.
- Update opinion of probable construction cost.
- Combine New South Lift Station and Brown River Lift Station Drawings and specifications into one package.

Deliverables: Combined 100% contract documents for review.

Task Series 400 – Right of Way Services (Brown River Lift Station)

Objective: Provide ROW services for the acquisition of the temporary and permanent easements at the Brown River Lift Station site.

HDR Activities

410 – Title and Valuation Research

- Research Ownership and encumbrances of parcels to be acquired.
- Provide title certificate.
- Coordinate clearing of any clouds on title as necessary.
- Obtain and review appraisals.

420 – Exhibits

- Prepare temporary and permanent easement exhibits and legal descriptions.

430 – Property Owner Contacts

- Documentation of owner contacts in a Field Journal.
- Secure Right-of-Entry from property owner in advance of survey.
- Conduct a total of two in-person informational and negotiation meetings with property owner.
- Provide accepted, signed, and notarized temporary and permanent easement documents to City for approval.
- Record executed permanent easements at Sarpy County Register of Deeds.

TASK SERIES 1000 – CONSTRUCTION PROJECT MANAGEMENT

Objective: Provide management activities.

HDR Activities

1010 – Team Management and Project Control

- 1011 Resource management and allocation based on Project schedules and activities.
- 1012 Budget and invoice management.
- 1013 Internal coordination meetings.

1020 – External Meetings

- 1021 Conduct preconstruction conference. Take and distribute meeting notes.
- 1022 Monthly construction meetings held on site. Take and distribute meeting notes.

1030 – Construction Administration

- 1031 Respond to contractor's requests for clarifications and coordinate response with OWNER. Issue response letters, field orders, and/or work change directives as necessary.
- 1032 Negotiate and prepare change orders for execution.
- 1033 Review shop drawing submittals. Reviewed shop drawings will be provided to the OWNER and Contractor.

- 1034 Review and make recommendations to OWNER in regard to accepting or rejecting work as it relates to compliance with the design criteria and testing reports.
- 1035 Review pay applications provided by contractor and make recommendation to the OWNER for payment.
- 1036 Prepare record drawings based on Contractor provided marked up documents.
- 1037 Conduct final inspection of completed project and provide punch-list to Contractor.
- 1038 Upon completion of the project, certify in writing to the OWNER that the project has been completed in compliance with the plans and specifications and the contract documents.

TASK SERIES 1100 – RESIDENT PROJECT REPRESENTATIVE SERVICES

Objective: Provide resident project representative services.

HDR Activities: **1110 – Resident Services**

- Maintain project diary and record of working days, hours worked, personnel on site, visitors to site, construction activities, and equipment used.
- Review erosion control inspection reports and coordinate with contractor to confirm completion of required maintenance.
- Attend on site progress review meetings.
- Review pay requests prepared by contractor.
- Record requests for interpretation of plans and specifications by the contractor, relay requests to HDR, and provide clarifications as determined by the HDR to Contractor.
- Review completeness of record drawings maintained by Contractor during construction progress.
- Provide notification to the HDR, who will in turn notify the Owner, of work not performed in accordance with the plans and specifications.
- Observe the Contractor’s progress towards completion of Project.
- Verify materials delivered are in accordance with approved shop drawings.
- Generate photographic documentation. Photographs will be taken before, during, and after construction. Photographs will be taken of completed items of

construction including but not limited to pipe, equipment, and construction operations.

- Review and coordinate testing results with HDR.
- Develop punch list of remaining work.
- Verify completion of the punch list.
- Review contractor provided record drawings for completeness.

1120 – Materials Testing

- See attached letter proposal from Thiele.

PART 3.0 OWNER’S RESPONSIBILITIES:

1. Information on existing property ownership and easements.
2. Completion of design reviews within one week.



13478 Chandler Road
Omaha, Nebraska 68138-3716
402.556.2171 Fax 402.556.7831
www.thielegeotech.com

April 21, 2021

Mr. Darren Jack
HDR
1248 O Street, Suite 716
Lincoln, NE 68508

**RE: PROPOSAL FOR MATERIAL TESTING SERVICES
CITY OF BELLEVUE SOUTH & BROWN RIVER LIFT STATIONS & FORCE MAIN,
BELLEVUE, NE**

Dear Mr. Jack:

Enclosed is our proposal for material testing services on the City of Bellevue South Lift Station and Force Main located near W 33rd Avenue and Jackson Street and City of Bellevue Brown River Lift Station located near 36th Plaza and Madison Circle, Bellevue, Nebraska. The accompanying proposal describes the testing services that will be provided, the estimated cost, and the contract terms.

Thiele Geotech is a service oriented firm offering client focused geotechnical and material engineering from project start to finish. We have a capable staff who has experience with all of the testing required on this project.

Thiele Geotech is an accredited laboratory as required by virtually all governing agencies and specifications. Thiele Geotech participates in the AASHTO Materials Reference Laboratory (AMRL) program and the Cement and Concrete Reference Laboratory (CCRL) program. Our laboratory accreditation covers numerous test methods for the analysis of soils, aggregates, concrete, masonry and asphalt testing. Thiele Geotech has nationwide approval (validation) by the Department of the Army Corps of Engineers to provide construction materials testing.

We look forward to working with you on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return a signed copy to our office.

Respectfully,
Thiele Geotech, Inc.

A handwritten signature in black ink that reads 'Raymond L. Brock'.

Raymond L. Brock

Enclosures

\\TG-FS01\SERVER\PROPOSAL\BELLEVUE SOUTH LIFT STATION AND MAIN TEST PROP.DOCX

**Material Testing Proposal
City of Bellevue South Lift Station and Force Main
West 33rd Avenue and Jackson Street
Bellevue, Nebraska
April 21, 2021**

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the Lift Station and Force Main Project. The following sections detail our proposed scope of services. A breakdown of estimated costs and listing of applicable unit rates is attached in Exhibit A and the contract terms are attached in Exhibit B.

SCOPE OF SERVICES

Material testing on this project will consist of the following services:

1. Compaction tests on structural fill and backfill
2. Compaction tests on roadway subgrade and base
3. Test concrete materials and make cylinders
4. Appurtenant laboratory tests on soil and concrete materials
5. IBC special inspections on foundations and reinforced concrete
6. Engineering consultation, reports, and project management

Test procedures and requirements will be as set forth in the plans and specifications. The frequency and locations of tests will be in accordance with the contract documents or as directed by the Architect/Engineer or field representative. Testing will be conducted on an "on-call" basis.

ESTIMATED COST & BILLING

Testing services will be billed monthly at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at \$7,807. This cost estimate is intended as a not-to-exceed cost without prior written authorization.

EXHIBITS

- Exhibit A - Cost Estimate
- Exhibit B - General Conditions

THIELE GEOTECH, INC.

By:  _____

Joshua J. Kankovsky, P.E.

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

CLIENT: _____

By: _____ Date: _____

Name: _____

Address: _____

City, State: _____

Phone: _____ Fax: _____

COST ESTIMATE

City of Bellevue South Lift Station and Force Main (90%)

Description	Estimated Quantity	Unit Rate	Estimated Cost
Abandon 12" Sanitary Gravity Sewer			
Flowable Fill Test Set (cast 4-3"x6" cyl)	3.0	90.00	270.00
Compressive Strength of Cylinder (ea.)	12.0	20.00	240.00
Trip Charge - Zone 1 Metro Area (/trip)	4.0	68.00	272.00
Force Main and Pig Launch Backfill			
Compaction Test (ea.)	36.0	42.00	1,512.00
Trip Charge - Zone 1 Metro Area (/trip)	18.0	68.00	1,224.00
Structure Wall Backfill			
Compaction Test (ea.)	10.0	42.00	420.00
Trip Charge - Zone 1 Metro Area (/trip)	3.0	68.00	204.00
Aggregate Surfacing and Subgrade			
Compaction Test (ea.)	10.0	42.00	420.00
Trip Charge - Zone 1 Metro Area (/trip)	4.0	68.00	272.00
Footings, Piers and Cast in Place Walls			
Special Inspector (/hr.)	5.0	85.00	425.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	5.0	90.00	450.00
Compressive Strength of Cylinder (ea.)	20.0	20.00	400.00
Trip Charge - Zone 1 Metro Area (/trip)	7.0	68.00	476.00
Miscellaneous			
Project Engineer (/hr.)	5.0	135.00	675.00
Sieve Analysis of Aggregate (ea.)	1.0	85.00	85.00
Standard Proctor (ea.)	2.0	185.00	370.00
Atterberg Limits (/set)	1.0	92.00	92.00
		Total	7,807.00

Other Services

Any item or category not listed will be billed at our normal Fee Schedule rate in effect at the time of service.

**Material Testing Proposal
City of Bellevue Brown River Lift Station
36th Plaza and Madison Circle
Bellevue, Nebraska
April 20, 2021**

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the Lift Station Project. The following sections detail our proposed scope of services. A breakdown of estimated costs and listing of applicable unit rates is attached in Exhibit A and the contract terms are attached in Exhibit B.

SCOPE OF SERVICES

Material testing on this project will consist of the following services:

1. Compaction tests on structural fill and backfill
2. Compaction tests on pavement subgrades
3. Test concrete materials and make cylinders
4. Appurtenant laboratory tests on soil and concrete materials
5. Engineering consultation, reports, and project management

Test procedures and requirements will be as set forth in the plans and specifications. The frequency and locations of tests will be in accordance with the contract documents or as directed by the Architect/Engineer or field representative. Testing will be conducted on an "on-call" basis.

ESTIMATED COST & BILLING

Testing services will be billed monthly at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at \$2,331. This cost estimate is intended as a not-to-exceed cost without prior written authorization.

EXHIBITS

Exhibit A - Cost Estimate
Exhibit B - General Conditions

THIELE GEOTECH, INC.

By:  _____

Joshua J. Kankovsky, P.E.

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

CLIENT: _____

By: _____ Date: _____

Name: _____

Address: _____

City, State: _____

Phone: _____ Fax: _____

COST ESTIMATE
City of Bellevue Brown River Lift Station (30%)

Description	Estimated Quantity	Unit Rate	Estimated Cost
Sewer Connection Backfill			
Compaction Test (ea.)	12.0	42.00	504.00
Trip Charge - Zone 1 Metro Area (/trip)	4.0	68.00	272.00
Slab on Grade			
Compaction Test (ea.)	3.0	42.00	126.00
Trip Charge - Zone 1 Metro Area (/trip)	1.0	68.00	68.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" cyl)	2.0	90.00	180.00
Compressive Strength of Cylinder (ea.)	8.0	20.00	160.00
Trip Charge - Zone 1 Metro Area (/trip)	3.0	68.00	204.00
Miscellaneous			
Project Engineer (/hr.)	4.0	135.00	540.00
Standard Proctor (ea.)	1.0	185.00	185.00
Atterberg Limits (/set)	1.0	92.00	92.00
		Total	2,331.00

Other Services

Any item or category not listed will be billed at our normal Fee Schedule rate in effect at the time of service.

GENERAL CONDITIONS

1. SCOPE OF WORK: Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.

2. ACCESS TO SITES, PERMITS, AND APPROVALS: The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.

3. UTILITIES: In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.

4. UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, suspend further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.

5. REPORTS AND INVOICES: TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.

6. OWNERSHIP OF DOCUMENTS: All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.

8. CONFIDENTIALITY: TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.

9. STANDARD OF CARE: Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing

under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

10. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.

11. CONSEQUENTIAL DAMAGES: Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

12. CLAIMS: Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.

13. TERMINATION: This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.

14. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TG's services.

16. ASSIGNMENT: Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.

17. PROVISIONS SEVERABLE: In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

EXHIBIT B

Bellevue South Lift Station - Phase 2 - Amendment No. 1
Estimated Manhours and Fee Summary
May 3, 2021

ESTIMATED MANHOURS SUMMARY																
TASK SERIES	QC / SR ENGR	PM	CIVIL CAD	PROCESS	ROW	ROW	ADMIN	CONTROLLER	RPR	GIS	ROW TECH	ELECTRICAL	I&C	STRUCTURAL	ELECTRICAL	TOTAL
	KORNIG	JACK	MUYAKE	PETERSON	MURHILKTI	CRITES	REIDE	LAPPEL	E. SPENCER	TALBUTZER	MAYASHI	HOWELL	ROELOFF	BARTELS	J. SPENCER	
Task 200 Draft Documents																
200 New South LS Revision	2	8	30	30			4					30	30		24	158
Subtotal Task 200	0	8	30	30	0	0	4	0	0	0	0	30	30	0	24	158
Task 400 ROW - Hywan River LS																
410 Title & Valuation Research		2			2	2										6
420 Exhibits					2	2										4
430 Property Owner Contacts					24											24
Subtotal Task 400	0	2	0	0	28	4	0	0	0	0	0	0	0	0	0	34
Task 1000 Construction Project Management																
1010 Team Mgmt. & Control		24						8								32
1020 External Meetings		4		40												44
1031/2/5 Construction Administration		4		80								8	8	8		108
1031/4 Shop Drawing Review		2		24								24	24	10		84
1037/8 Final Inspection				4												4
1036 Record Drawings		2	30	4					8							44
Subtotal Task 1000	0	36	30	152	0	0	0	8	8	0	0	32	32	18	0	316
Task 1100 Resident Project Representative Services																
1110 Resident Services									600							600
1120 Materials Testing		2		8												10
Subtotal Task 1100	0	2	0	8	0	0	0	0	600	0	0	0	0	0	0	610
TOTAL	0	2	60	190	28	4	4	8	608	0	0	62	62	18	24	1118

WORK CHANGE DIRECTIVE

No. 1

DATE OF ISSUANCE 06/02/2021

EFFECTIVE DATE 06/02/2021

OWNER
CONTRACTOR
Contract:
Project:
OWNER'S Contract No.

City of Bellevue
DIY Holding Co., LLC
April 20, 2021
2021 Concrete Pavement Rehab
N/A ENGINEER'S Project No. BPW-210105

You are directed to proceed promptly with the following change(s):

Description: Perform additional concrete base repair on Sarpy Ave between Chandler Road and Harrison Street.

Purpose of Work Change Directive: When the concrete pavement in this section of Sarpy Ave was evaluated prior to the winter of 2020/21, the resulting area for concrete base repair was estimated to be 2,500 square yards. When the pavement was re-evaluated during spring 2021, it was discovered that its condition had deteriorated over the winter. The area identified for concrete base repair was increased to approximately 4,000 square yards. The 1,500 square yard increase will be paid at the existing contract unit cost for "Construct Concrete Base Repair, Type L85" (\$82.00 per square yard).

Attachments: (List documents supporting change) none

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

Unit Prices - \$82.00 per Square Yard for "Construct Concrete Base Repair, Type L85"

Lump Sum

Cost of the Work _____

Estimated increase (decrease) in Contract Price: **\$123,000.00**
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days;
Ready for final payment: days.

ISSUED TO:
DIY Holding Co., LLC
CONTRACTOR

RECOMMENDED AND AUTHORIZED:
City of Bellevue
OWNER

By: 

By:

WORK CHANGE DIRECTIVE

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract times a Field order should be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer and contractor, Engineer completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space of estimated increase (decrease) should be marked "Not Applicable".

Once Engineer has completed and signed the form, all copies should be sent to Owner for authorization because Engineer alone does not have authority to authorize changes in Price or Times. Once authorized by Owner, a copy should be sent by Engineer to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor with Engineer's recommendation.

Paragraph 10.03.A.2 of the General Conditions requires that a Change Order be initiated and processed to cover any undisputed sum or amount of time for Work actually performed pursuant to this Work Change Directive.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/01/2021		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:

Fort Crook Road Emergency CMP Culvert Replacement

SYNOPSIS/BACKGROUND:

A section of corrugated metal pipe located below Fort Crook Road between Camp Brewster Road and Childs Road has failed causing washouts that will result in pavement failure. Emergency repair is needed to replace the failed corrugated metal pipe with reinforced concrete pipe. Heimes Corp. will perform repairs, including providing barricades for lane closures and re-paving of the roadway.

FISCAL IMPACT: \$162,680.10 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Fort Crook Road Emergency CMP Culvert Replacement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Fort Crook Road Emergency CMP Culvert Repair

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): District 1

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the proposal from Heimes Corp. in the amount of \$147,891.00, plus a 10% contingency in the amount of \$14,789.10, for a total project cost in the amount of \$162,680.10 for the Fort Crook Road emergency CMP culvert replacement.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Ann Mathews
Markus Hansen
Chris K...



Revised Proposal

Excavating & Utilities Division
9144 South 147th Street • Omaha, NE 68138-3866
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue
1510 Wall St
Bellevue, NE 68005
Attn.: Bobby

Date **5/27/21**
Phone **402.293.3127**
Email Bobby.riggs@bellevue.net
Job Info **CMP Culvert Replacement**
Ft. Crook - Grandview

Culvert Repair:

Mobilize to stie
Locate existing utilities and excavate on east side of Fort Crook Road to connect to private line in right of way with new concrete manhole or concrete collar
Furnish and install 350 LF of 42" RCP from manhole (3) phases
Pour back 1800 SF of 10" thick L-85 high early concrete (3) phases
Fill washout with soil
Furnish and seed disturbed area

BID PRICE \$ 147,891.00

Notes:

Lane closures and barricades to be provided by Heimes Corp based on closing ½ to 2/3 for work area – closure will include arrow boards and grabber cones for (2) weeks
No engineering has been included
Any additional pavement replacement due to voids or city desire, ADD \$ 10.30 per SF for removal and replacement
No additional inlet construction has been included
No pipe corrections on private property have been included
No surveying, staking, compaction testing, or performance bond has been included in pricing
No installation, maintenance, or removal of erosion control measures have been included
Heimes Corp mobilization will be dependent upon RCP availability and verification of scope
**No lowering or relocating of fiber optic ducts has been included – Heimes Corp will coordinate with utility companies to safely remove CMP and assist in lowering or raising the duct bank if it is found to be in conflict with new RCP
Work has been figured to be performed being able to close ½ or 2/3 of north and south bound traffic on Fort Crook Road to expedite sewer replacement

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Matt Sykora for Heimes Corp.

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

May 26th, 2021

Administration

- Weekly legislative meeting with Lobbyist and UCSC to review bills that impact Bellevue/Sarpy.
- Sidewalk Committee review with Chairperson Kathy Welch.
- Weekly meetings with Sarpy County and Sarpy Cities for Wastewater Agency issues.
- Bi-monthly Agenda meeting
- Met with Chamber Chairperson to discuss Economic Development and state of the Chamber.
- Meeting with City real estate representative regarding project development.
- Legal department meeting regarding ordinances.
- Private developer meeting for potential project on Hwy 34.
- Community event planning.
- Board of Health meeting.
- Public Works facility planning.
- Meeting with Beardmore management to discuss Ft. Crook Rd. entry points.
- Staff planning discussion for vacation city owned property.
- Planning session regarding Sewer Agency and subsequent agreements along with agency boundary changes.
- Sarpy County Housing task force meetings.
- BPOA negotiations.
- Public Works meeting to discuss building maintenance.
- Zoom meeting with Betz Elementary 3rd Grade class to discuss city government.
- Meeting with legal and outside counsel regarding CIR case.
- Meeting with BB Village prior ownership on future status.
- Meeting to review MOU with Sarpy Museum and future project development.
- Meeting with PW to review Cemetery operations
- HR review of Comp Ordinance.
- Meeting with Twin Creek development regarding flood plain and development.
- Budget Taskforce meeting.
- Park Committee meeting.
- Meeting on AHP for trails and fountain.
- Meeting with Fire, Police and PW regarding Plume study on 25th Street.
- Presented to Leadership Bellevue class.
- CEAB negotiations.
- Attended Sarpy Leadership graduation for Captain Dargy.
- Meeting with Legal and PW to finalize WW agreements.
- Meeting with Councilwoman Welch to review ordinances.
- Meeting with Legal and Finance – ARP Funds.
- Meeting with NextLink for fiber development in residential and business.
- Meeting with Legal for pre-trial preparation.
- Channel 3 interview for Avenue of Flags.
- Meeting with Bellevue University and HR for employee development program.

CITY OF BELLEVUE
ADMINISTRATION REPORT

- Meeting with HR and Insurance provider to review in-house procedures.
- Code Enforcement Appeal
- Meeting with Library and PW to update construction project.
- Meeting with PW and Planning regarding future road developments.

Community Development

Covid 19 Update

The City EOC team is still monitoring and taking the necessary steps to combat the spread of the virus. However, it is no longer meeting on the issue as previously scheduled. The team will re-convene moving forward as needed. The employee mask mandate in the workplace has been lifted. Those choosing to where a mask are of course still permitted to do so.

Planning

Did a pre-app for a senior living project

Working on a multi-family residential project for Planning Commission.

Completed construction review for 75 apartment development near Childs and Nebraska

Met with Beardmore on cost sharing project for turn lane on FCRN

Met with a developer on improving Gilmore Rd

Met with Chamber's Economic Development Committee

Permits and Inspections

Performed 775 Inspections

Issued 33 new permits for single family dwellings (2nd largest number in five years)

Code Enforcement

Calls –370

Notices – 46

Zoning – 6

Clean Ups – 4

Tree Removal – 0

Certified Notices – 13

Officer Initiated – 8

Towed Vehicles – 1

Red Tags – 4

CITY OF BELLEVUE
ADMINISTRATION REPORT

Communications

Working with the Foundation on organizing the annual Golf Event in June

Working with the Foundation on Bellevue Rocks the River

Working with parks on Summer activities and pool openings

Updated trail closure information

Finance

(See Attached)

City Clerk

- Citizen Communication – Topic for Consideration Forms received by Clerk’s Office (Month of May - No Forms for Consideration were received).
- Working on putting fillable applications and forms on website for easier access for citizens wanting to apply for licenses and/or permits.
- Codification Project Update – Ordinances have been sent to American Publishing for updating of Code Book. As soon as update is online, I will inform you. As soon as updated pages are received, we will update hard copies of the City Code Manuals.
- Firework Applications – 21 applications received and being reviewed to make sure requirements are met.
- Board of Health Hearing was held on May 12th

Public Works

Engineering

Reviewing Priority Project for the City of Bellevue

- a. Reviewing Cornhusker Road Traffic Lights
- b. Assessing Alternative Routing of Pratt Street
- c. Preparing 2022 Budget
- d. Tracking Progress of 36th Street

Facilities

- a. Preparing 2022 Budget
- b. Reviewing Cemetery Procedures
- c. Continuing to Work on City Hall & 1510 HVAC Systems

CITY OF BELLEVUE
ADMINISTRATION REPORT

Fleet Services

- a. Preparing 2022 Budget
- b. Reorganizing Work Load to Address Police Vehicle Buildout

Parks

- a. Assisted Cemetery in Memorial Holiday Preparations
- b. Completed Repairs on AHP Fountain & Planted 13 Additional Trees

Streets

- a. City Wide Street Repair
- b. Preparing 2022 Budget
- c. Reviewing Pratt Street redevelopment to assist with traffic exiting onto Cornhusker Road

Waste Water

- a. Reviewing Policy and Procedures of Sarpy County Waste Water Organization
- b. Preparing Budget for 2022
- c. Working with HDR regarding Bellevue Waste Water Capabilities South of the Ridgeline

Police

- 05/05 – Budget Task Force Meeting
- 05/06 – BPOA Negotiations
- 05/08 – 30x30 Promising Practices - panel
- 05/11 – Budget Review w/ Rich
- 05/12 – Board of Health Meeting
- 05/13 – Roy Howell retirement coffee
- 05/14 – Pam Dowell – donor meeting
- 05/18 – Civil Service Meeting
- 05/21 – Gender-Responsive Policing panelist
 - SDLEA Graduation
 - Mtg w/ Banister Academy
- 05/23 – Lighthouse kick-off – Thanksgiving Church
- 05/25 – Agenda Meeting
- 05/27 – Wall of Honor Memorial
- 05/28 – BPOA Negotiations

CITY OF BELLEVUE
ADMINISTRATION REPORT

Library

- Bellevue staff have now helped train over 60 persons on maker machines through the Library Innovation Studios project currently being hosted at the library. Members of the public can register online for courses which are held throughout the week. Once they are certified as understanding basic use and safety rules for the machines, they can sign up to work on their own projects at a time when staff can be available to assist them. The library is hosting the LIS project (funded through a grant from the Institute of Museum and Library Services and administered through the Nebraska Library Commission) at least until August. In addition to providing the community an opportunity to explore their creativity and expand their technological skills, the project allows the library to see which maker machines are most in demand in the community for a possible permanent maker space in the library in the future. Bellevue's project was featured in the May 21 *Sarpy County Guide & News*.
- The Bellevue Public Library Advisory Board met on Wednesday, May 19, for their regular, monthly meeting. The Board welcomed new member Erin Holmes, who will fill out the unexpired term of the late Katie Peterson through June 30, 2024. In other business, the Board heard an update on the Library Innovation Studios, an update on COVID-19 measures at the library, and were given a review of the library's website that now includes a feature for book clubs to see which book club kits are available online. The library's collection includes over 230 kits available to local book clubs.
- The Children's and the Young Adult Departments of the library will be kicking off their 2021 Summer Library programs (SLPs) on Sunday, May 30. Both programs will run until July 31 and are using the theme of "Tails and Tales." The Children's program kicks off with a virtual program by the Henry Doorly Zoo on May 30, while the Young Adult department will kick off with a "Tube Art Animal" contest. Both programs include a variety of programs, many take-home activity/craft kits and an online reading challenge. While most activities will again be virtual this summer, the Children's department is planning to host storytimes in-person on Tuesday mornings at Washington Park and in-person for Pawsitive Reading on the library lawn.
- The Kids Cruisin' Kitchen (KCK) free meal program for children 18 and younger begins at the library on Tuesday, June 1. The program is sponsored by the Salvation Army, Hunger Free Heartland, and the Food Bank of the Heartland. The KCK food truck will hand out meals from 12 to 1 p.m. each day on the library lawn, Monday through Friday, through Aug. 6.

Fire (See Attached)

1. Month-end/Year-end financials

May 2021 YTD numbers reflecting favorable results. Full year is expected to track budget or a little better.

City-Wide Financials - Year-To-Date May 2021 (Estimated)

	YTD May 2021 (Estimated)				Full Year 2021 Forecast		
	Actual + May 2021 Est	Budget	Variance	Prior Year Actual	Actual	Budget	Variance
Revenues							
Property Taxes	465,644	465,644	-	420,797	28,715,639	28,715,639	-
Sales Taxes	1,434,908	1,062,608	372,300	1,047,413	12,751,300	12,751,300	-
Occupation/Business Taxes	77,489	165,664	(88,175)	83,485	2,221,283	2,221,283	-
Other Revenues	2,166,061	2,031,282	134,779	2,858,361	55,624,196	55,624,196	-
Total Revenues	4,144,102	3,725,198	418,904	4,410,056	99,312,418	99,312,418	-
Expenditures							
Personnel	1,272,237	2,503,480	1,231,243	3,178,562	32,805,878	32,805,878	-
Department Expenditures	1,616,854	1,782,852	165,998	1,598,797	22,820,155	22,820,155	-
Capital Expenditures	392,992	44,806	(348,186)	588,775	25,998,506	25,998,506	-
Other Expenditures	44,974	50,362	5,388	188,155	15,687,879	15,687,879	-
Total Expenditures	3,327,057	4,381,500	1,054,443	5,554,289	97,312,418	97,312,418	-
Net Revenues	817,045	(656,302)	1,473,347	(1,144,233)	2,000,000	2,000,000	-
Cash Balance	29,724,934			26,144,038			

2. Debt (No Change To Budget)

Debt increased with annexations, as planned. Manageable.

City of Bellevue
2020-21 Annual Budget
Bonded Indebtedness

	Total Debt	Total Debt to Valuation	Highway Allocation Bonds	Wastewater Bonds	Net GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-19	\$ 53,370,000	1.57%	\$ 7,505,000	\$ 2,415,000	\$ 43,450,000	1.28%
Principal Payments During Year	(4,955,000)		\$ (410,000)	\$ (240,000)	\$ (4,305,000)	
New Debt Issued (Includes Annexation Debt Acquired)	30,490,000		\$ -	\$ -	\$ 30,490,000	
Ending Bonded Indebtedness at 09-30-20	78,905,000	1.80%	\$ 7,095,000	\$ 2,175,000	\$ 69,635,000	1.59%
Principal Payments During Year	(5,390,000)		\$ (435,000)	\$ (250,000)	\$ (4,705,000)	
New Debt To Be Issued	13,640,000		\$ 5,340,000	\$ 1,700,000	\$ 6,600,000	
Ending Bonded Indebtedness at 09-30-21	\$ 87,155,000	1.99%	\$ 12,000,000	\$ 3,625,000	\$ 71,530,000	1.63%

Valuation: \$4,379,801,232 (Valuation *re-certified* by Assessor to \$4,375,426,659 on 9/18/2020)

3. Budget Summary (No Change)

**City of Bellevue
Cash Roll-Forward
2020-21 Annual Budget**

	Total
Forecasted Fund Balance (Cash) at 09-30-20	\$ 21,230,661.63
Budgeted Revenues	\$ 99,312,417.54
Budgeted Expenditures	\$ 97,312,417.54
Budgeted Net Increase	\$ 2,000,000.00
 Budgeted Fund Balance (Cash) at 09-30-21	 \$ 23,230,661.63

4. Finance Activities (other than regular A/R, A/P and accounting)

- a. 2021-2022 budget process is underway.
- b. The City received a new HUD allocation of \$335,360 to fund allowable projects. The city also reallocated \$176,120 to the new available funding amount. Project recommendations will be presented to the City Council at the July 20th meeting.



City of Bellevue Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 5/23/2021

A. General Items:

- QA/QI
- Quarterly EMS Committee Meeting this evening
- Budget Planning
- Quarterly Meeting with Sarpy Dispatch June 8
- New PT academy class starts next week, June 2, 2021.
- Reviewing 6 letters of interest in attending fall Paramedic class. Will send four firefighters to paramedic training in 2021.
- Full time academy completed. Using Baseball Village for the Firefighting academy practical evolutions. Two of the four structures have been burned to ground level.
- Continue to work on new desk phone system changeover.

B. Training:

- Preparing for part time academy, starts June 2, 2021.
- Fires in alternative fuel vehicles
- Self-Contained Breathing Apparatus familiarization training
- Broselow kit familiarization

C. Inspections:

- Plan review remodel Gross Catholic School 7700 S 42nd St.
- Plan review Ascend Apartments Childs Rd.
- Underground tank inspection Baker's 3710 Twin Creek Dr.
- Plan review Choclat Abeille 555 Cornhusker Site 210.
- Remodel plans review Quick Trip 1311 Fort Crook Rd. N.
- Resubmitted plans review Dollar Tree 4008 Twin Creek Dr.
- Site plan review Freedom Village.
- Final 3808 Twin Creek Dr Target remodel.





City of Bellevue

Fire Department

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- Annual inspection of 9 ENCOR homes.
- Liquor License inspection 2220 Avery Rd E Bellevue Quick & Friendly.

D. Calls:

Fire – 114
Rescue - 382

E. Ambulance Billing

April 1-30, 2021

\$ 228,093.00 has been billed out to insurance companies (291 insurance claims)
<\$106,641.85> approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$228,093.00)

=====

\$ 121,451.15 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 107,227.80 deposited into the bank April 1-30, 2021

10,676.43 additional revenue in Credit/Debit card payments were received April 1-30, 2021.

\$ 117,904.23 TOTAL April 1-30, 2021 rescue fee revenue

Statement Billing:

16 statements were mailed to patients for unpaid account balances – from old billing system
These statements totaled \$ 6,326.51

341 statements were mailed to patients for unpaid account balances-from NEW billing
system\

These statements totaled \$ 179,736.76

This is money owed the City from patients who have balances on their accounts after their
insurance has paid **OR** patients who are self-pay.

We will continue to run statements from the original server-based system through the month of





City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

May, 2021.

F. Manpower Report Staffing

Staffing Report from 4/26/2021 through 5/2/2021

Monday	AM	E1, E31 & E41	3-Person	
Monday	PM	Full		
Tuesday	AM	E1 & E31	3-Person	
Tuesday	PM	Full		
Wednesday	AM	T21 & E41	3-Person	
Wednesday	PM	T21	3-Person	
Thursday	AM	E31	3-Person	
Thursday	PM	Full		
Friday	AM	E1, T21, E31 & E41	3-Person	
Friday	PM	T21 & E41	3-Person	
Saturday	AM	E1 & T21	3-Person	
Saturday	PM	E1, T21, E31 & E41	3-Person	
Sunday	AM	E1, T21, E31 & E41	3-Person	
Sunday	PM	E31	3-Person	

Staffing Report from 5/3/2021 through 5/9/2021

Monday	AM	E31 & E41	3-Person	No EMS Sup.
Monday	PM	E41	3-Person	
Tuesday	AM	E1, T21 & E41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	T21	3-Person	
Wednesday	PM	Full		
Thursday	AM	E1, T21, E31 & E41	3-Person	
Thursday	PM	E41	3-Person	
Friday	AM	T21 & E41	3-Person	
Friday	PM	E31 & E41	3-Person	
Saturday	AM	E1, T21 & E31	3-Person	
Saturday	PM	E1, T21 & E31	3-Person	
Sunday	AM	E1, T21, E31 & E41	3-Person	No EMS Sup.





City of Bellevue Fire Department

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Sunday	PM	E1, E31 & E41	3 Person	
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Staffing Report from 5/10/2021 through 5/16/2021

Monday	AM	T21 & E41	3-Person	
Monday	PM	E41	3-Person	
Tuesday	AM	T21, E31 & E41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	E1, T21, E31 & E41	3-Person	
Wednesday	PM	T21, E41	3-Person	
Thursday	AM	E41	3-Person	
Thursday	PM	E1, T21, E31 & E41	3-Person	
Friday	AM	E1, T21, E31 & E41	3-Person	
Friday	PM	T21 & E31	3-Person	
Saturday	AM	E1, T21, E31 & E41	3-Person	
Saturday	PM	E1, T21, E31 & E41	3-Person	
Sunday	AM	E1 & E41	3-Person	T21 Closed
Sunday	PM	E1 & T21	3-Person	

Staffing Report from 5/17/2021 through 4/23/2021

Monday	AM	T21	3-Person	
Monday	PM	Full		
Tuesday	AM	E1, T21, E31 & E41	3-Person	
Tuesday	PM	E1 & E41	3-Person	
Wednesday	AM	T21 & E31	3-Person	
Wednesday	PM	E1	3-Person	
Thursday	AM	E1 & E31	3-Person	
Thursday	PM	E1 & E41	3-Person	
Friday	AM	E1, T21, E31 & E41	3-Person	
Friday	PM	E1, T21, E31 & E41	3-Person	
Saturday	AM	E1, T21, E31 & E41	3-Person	No EMS Sup.
Saturday	PM	E1, T21, E31 & E41	3-Person	No EMS Sup.
Sunday	AM	E1, T21, E31 & E41	3-Person	No EMS Sup.
Sunday	PM	T21	3-Person	No EMS Sup.

